

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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**LOCATION:** 2<sup>nd</sup> Floor Chambers of the Laxalt Building  
401 N. Carson Street  
Carson City, Nevada 89701

**VIDEOCONFERENCE:** Grant Sawyer State Office Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

**DATE AND TIME:** July 12, 2016 at 10:00 a.m.

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Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (\*)**. Items on the agenda may be taken out of the order presented, items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time at the discretion of the Chairperson.

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### AGENDA

1. **PUBLIC COMMENTS**
- \*2. **FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 7, 2016 BOARD OF EXAMINERS’ MEETING MINUTES**
- \*3. **FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A SETTLEMENT**  
Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

**A. Department of Education - \$996,895**

The department requests settlement approval to accept goods and services from the University of California Los Angeles Smarter Balanced in the amount of \$996,895 to fully resolve a contract breach regarding the delivery of Nevada’s 2014-15 Criterion Referenced Test of which the majority of Nevada’s students were unable to successfully complete.

**\*4. FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT IN THE FORM OF A CONSENT DECREE**

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

**A. Department of Transportation (NDOT) – Administration – Consent Decree including a \$120,000 fine**

The department requests settlement approval in the form of a consent decree including a \$120,000 fine to settle a complaint to be filed with the United States District Court for the District of Nevada by the United States Environmental Protection Agency and the Department of Conservation and Natural Resources, Division of Environmental Protection alleging that NDOT violated Section 301(a) of the Clean Water Act, 33 U.S.C. Section 1311 (a), by discharging pollutants in stormwater.

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

**A. Department of Health and Human Services –Child and Family Services**

The division is requesting Board of Examiners’ approval of the following provider agreement forms to enable them to enter into an agreement with providers for specialized mental health and assessments for children and families:

- Case Managers for face to face out of state visitation

**\*6. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Office of the Attorney General – Bureau of Consumer Protection**

Pursuant to NRS 333.705, subsection 1, the Office of the Attorney General – Bureau of Consumer Protection requests authority to contract with Mr. Jon F. Davis. Mr. Davis is a Sole Proprietor and will provide expert witness, technical expertise, and analysis for electric and gas utilities. **This item relates to contract #3 in exhibit 2.**

**B. Department of Motor Vehicles**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Ramchander Giri who is employed by Tech Mahindra Company. Tech Mahindra was recently awarded the System Modernization contract. Mr. Giri will be supporting the project as a business analyst.

**C. Department of Public Safety – State Fire Marshal’s Office**

Pursuant to NRS 333.705, subsection 1, the division requests to contract with Marshall D. Larson for part-time plans examiner services on an as needed basis.

**D. Department of Transportation (NDOT)**

1. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Michael Heit for a period not to exceed 24 hours per week over 18 months. Mr. Heit will collect data, ensure the data collection jobs are run, and ensure systems are performing as expected. He will also be the IT liaison between attorneys, outside counsel and the NDOT IT department.
2. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Thomas Regenhart and Mr. Michael Bridges who have contracted with the prime consulting firm, CA Group. CA Group is currently under agreement to perform final design for the SR160 Phase 2 project. CA Group is proposing to use Mr. Regenhart and Mr. Bridges as Independent Constructability Reviewers on the project.
3. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Roberto Funcion and Mr. Jesse Goulart who are employed at Aztech Inspections and Testing, LLC. Aztech is currently under agreement with NDOT to provide the Construction Crew Augmentation Testing services for Project NEON. Aztech is proposing to use Mr. Funcion and Mr. Goulart as material testers.

**\*7. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Department of Health and Human Services – Public and Behavioral Health**

Pursuant to NRS 333.705, subsection 4, the division seeks a favorable recommendation regarding the division's determination to use the emergency provision to contract with Natalie Reavy from May 16, 2016 through September 30, 2016 and Jacquelyn Bonde from November 30, 2015 through September 30, 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

**\*8. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

**\*9. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

**\*10. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**

**11. INFORMATION ITEM ([Attached as Exhibit 4](#))**

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from May 17, 2016 through June 20, 2016.

## 12. INFORMATION ITEM

### A. Governor's Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, Interim Finance Contingency (IFC) Unrestricted Accounts and IFC Restricted Accounts as of June 13, 2016. Below is the available balance for each account.

TORT Claim Fund	\$ 4,514,704.66
Statutory Contingency Account	\$ 2,047,012.88
Stale Claims Account	\$ 2,176,135.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,743,818.23
IFC Unrestricted Contingency Fund General Fund	\$12,236,401.42
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ -
IFC Restricted Contingency Highway Fund	\$ 1,601,832.00

## 13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

### \*14. FOR POSSIBLE ACTION – ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV  
Capitol Building, 101 N. Carson St., Carson City, NV  
Legislative Building, 401 N. Carson St., Carson City, NV  
Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

Notice of this meeting was emailed for posting to the following location:

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV  
[Capitolpolice-lasvegas@dps.state.nv.us](mailto:Capitolpolice-lasvegas@dps.state.nv.us)

Notice of this meeting was posted on the following websites:

<http://budget.nv.gov/Meetings>  
<https://notice.nv.gov/>

Supporting material for this meeting may be requested from Director Wells at (775) 684-0222 or [budget@finance.nv.gov](mailto:budget@finance.nv.gov), and is available at the Governor's Finance Office, 209 E. Musser St. Room 200 Carson City, NV 89701. We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Governor's Finance Office at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.



# LEASES

BOE #	LESSEE			LESSOR	AMOUNT
1.	Department of Business and Industry			TG Sheppard 1995 Family Limited Partnership	\$51,193
	<b>Lease Description:</b>	This is an amendment to a lease to house Mine Safety.			
		<b>Term of Lease:</b>	08/01/2016 – 10/31/2022	Located in Winnemucca	
2.	Department of Health and Human Services – Aging and Disability Services Division – Early Intervention Services			TG Sheppard 1995 Family Limited Partnership	\$72,960
	<b>Lease Description:</b>	This is an amendment to a lease to house Early Intervention Services.			
		<b>Term of Lease:</b>	08/01/2016 – 10/31/2022	Located in Winnemucca	
3.	Department of Health and Human Services – Division of Public and Behavioral Health – Environmental Health Services			Leftwich Family Trust	\$105,496
	<b>Lease Description:</b>	This is a relocation lease to house Environmental Health Services.			
		<b>Term of Lease:</b>	08/01/2016 – 07/31/2019	Located in Carson City	
4.	Department of Health and Human Services – Division of Public and Behavioral Health – Rural Clinics			TG Sheppard 1995 Family Limited Partnership	\$205,707
	<b>Lease Description:</b>	This is an amendment to a lease to house Rural Clinics.			
		<b>Term of Lease:</b>	08/01/2016 – 10/31/2022	Located in Winnemucca	
5.	Department of Health and Human Services – Division of Public and Behavioral Health – Rural Clinics			MPZ Rentals, LLC	\$13,834
	<b>Lease Description:</b>	This is an extension of an existing lease to house Rural Clinics.			
		<b>Term of Lease:</b>	08/01/2016 – 07/31/2017	Located in Battle Mountain	
6.	Department of Public Safety			NEVDEX Office Park, LLC	\$292,496
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Public Safety storage facility.			
		<b>Term of Lease:</b>	08/01/2016 – 07/31/2021	Located in Reno	

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	WASHOE COUNTY SHERIFF'S OFFICE	OTHER: CHASE SETTLEMENT FUNDS	\$414,377	Exempt
	Contract Description:	This is a new intrastate interlocal agreement to provide an arrangement and process to reimburse for subcontracted testing services to test Sexual Assault kits.				
2.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	EGAN, FITZPATRICK, MALSCH & LAWRENCE, PLLC	GENERAL 90% FEDERAL 10%	\$2,500,000	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides ongoing outside counsel to assist with the Yucca Mountain litigation and to represent the state before the U.S. Nuclear Regulatory Commission on issues related to the proposed Yucca Mountain high-level radioactive repository program. This amendment increases the maximum amount from \$5,000,000 to \$7,500,000 due to the continued need for these services.				
3.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	JON F. DAVIS	FEE: REGULATORY ASSESSMENTS	\$160,000	Professional Service, FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide professional services as a expert witness as well as technical expertise and support in analyzing electric and gas utilities. <b>This item relates to Action Item 6A</b>				
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	COONS CONSTRUCTION, LLC	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$75,000	
	Contract Description:	This is a new contract to provide ongoing snow removal services for various state-owned facilities in the Carson City area on an as needed basis.				
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL SERVICES, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$58,388	
	Contract Description:	This is the first amendment to the original contract which continues ongoing janitorial services for the Stewart Facility, Building #107, located at 5500 Snyder Way, Carson City. This amendment extends the termination date from September 30, 2016 to February 1, 2020 and increases the maximum amount from \$27, 924.30 to \$86,311.90 due to the continued need for these services.				
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL SERVICES, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$70,653	
	Contract Description:	This is the first amendment to the original contract which continues ongoing janitorial services for the SPWD Administration Building, located at 515 E. Musser St., Carson City. This amendment extends the termination date from September 30, 2016 to January 31, 2020 and increases the maximum amount from \$26,250.88 to \$96,903.52 due to the continued need for these services.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	FARR WEST ENGINEERING	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME FEES	\$91,000	Professional Service
	Contract Description:	This is a new professional service agreement to provide professional engineering services for upgrades to the Stewart Colony Water Systems.				
8.	082	DEPARTMENT OF ADMINISTRATION - SPWD - BUILDINGS AND GROUNDS	JOE BENIGNOS TREE SERVICE, INC., DBA G&R TREE SERVICE	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$40,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing arborist services on an as needed basis. This amendment increases the maximum amount from \$45,000 to \$85,000 due to the continued need for these services.				
9.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	LOPEZ, ROBERT DBA STAY GREEN TREE SERVICE	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$25,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing arborist services on an as needed basis. This amendment increases the maximum amount of the contract from \$35,000 to \$60,000 due to the continued need for these services.				
10.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$160,300	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Donovan Way DMV facility in North Las Vegas.				
11.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC., DBA H+K ARCHITECTS	GENERAL 9% BONDS 69% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 22%	\$350,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Americans with Disabilities Act Retrofit at the Northern Nevada Correctional Center in Carson City: CIP Project No. 13-S02-11a; SPWD Contract No. 11-424.				
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION All Budget Accounts	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC., DBA H+K ARCHITECTS	FEDERAL	\$14,750	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada Army National Guard - Yerington Organizational Maintenance Shop #2 Cover: CIP Project No. 13-A027-16; SPWD Contract No. 88219. This amendment increases the maximum amount from \$39,200 to \$53,950 to add a site drainage design.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	087	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	FEDERAL ENGINEERING, INC.	GENERAL 35% HIGHWAY 65%	\$1,389,000	
		This is the first amendment to the original contract which provides for drafting the statewide microwave system replacement Request For Proposal (pre-implementation). This amendment adds project management and technical support during the implementation phase and increases the maximum amount from \$309,125 to \$1,698,125.				
		Contract Description:	Term of Contract:	11/10/2015 - 06/30/2019	Contract # 17089	
14.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- TOURISM DEVELOPMENT FUND	FAHLGREN, INC., DBA FAHLGREN MORTINE	OTHER: LODGING TAX	\$9,600,000	
		This is the first amendment to the original contract which provides ongoing public relations, advertising, media buying and digital services to assist the division in achieving its goals. This amendment extends the termination date from June 30, 2017 to August 31, 2018 and increases maximum amount from \$20,200,000 to \$29,800,000 due to the ongoing need for these services.				
		Contract Description:	Term of Contract:	02/10/2015 - 08/31/2018	Contract # 16292	
15.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	AVIAT U.S., INC.	FEE: USER FEES	\$10,600,000	
		This is a new contract to provide replacement of the existing microwave backhaul network.				
		Contract Description:	Term of Contract:	Upon Approval - 06/30/2026	Contract # 17817	
16.	240	DEPARTMENT OF VETERANS SERVICES	ROBERT FRANK NYCEK	FEDERAL 65% OTHER: PRIVATE/COUNTY 35%	\$105,000	Professional Service
		This is a new contract to provide ongoing chaplain services to the residents of the Boulder City Veterans Home.				
		Contract Description:	Term of Contract:	08/01/2016 - 07/31/2020	Contract # 17829	
17.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS NEVADA STATE LIBRARY	BOARD OF REGENTS- UNLV	FEDERAL	\$99,034	Exempt
		This is a new interlocal agreement to evaluate programs and services developed and delivered as part of the Nevada Library Services and Technology Act (LSTA) plan. This evaluation is a requirement of the federal LSTA program as operated by the Institute of Museum and Library Services.				
		Contract Description:	Term of Contract:	Upon Approval - 06/30/2017	Contract # 17880	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	BOARD OF REGENTS - UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	OTHER: INTER-GOVERNMENTAL TRANSFER	\$4,500,000	Exempt
		This is a new revenue interlocal agreement that allows the division to receive funds to pay the supplemental payments of the higher costs incurred by practitioners who are associated with the training/teaching program for outpatient services.				
		Contract Description:	Term of Contract:	07/01/2016 - 06/30/2021	Contract # 17672	
19.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$1,455,353	Exempt
		This is a new revenue interlocal agreement to receive funds for voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state, governmental-owned and operated hospital.				
		Contract Description:	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17785	
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$3,034,639	Exempt
		This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for the non-state governmental-owned and operated hospital. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
		Contract Description:	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17786	
21.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$464,476	Exempt
		This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental owned and operated hospital. This amendment increases the maximum amount from \$650,000 to \$1,114,476 due to increased payments.				
		Contract Description:	Term of Contract:	07/01/2011 - 07/31/2016	Contract # 12882	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$396,412	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17787		
23.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$573,286	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17788		
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$131,750	Exempt
	Contract Description:	This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental owned and operated hospital. This amendment increases the maximum amount from \$180,000 to \$311,750 due to increased payments.				
	Term of Contract:	07/01/2011 - 07/31/2016		Contract # 12885		
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$122,076	Exempt
	Contract Description:	This is the third amendment to the original revenue interlocal agreement to receive funds to support and fund the non-federal share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment increases the maximum amount from \$415,000 to \$537,076 due to increased payments.				
	Term of Contract:	07/01/2011 - 07/31/2016		Contract # 12194		

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26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LINCOLN COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$81,510	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17795		
27.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LINCOLN COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$168,933	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17796		
28.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$225,861	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17778		
29.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$822,201	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17781		



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30.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$52,557	Exempt
	Contract Description:	This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$120,000 to \$172,557 due to increased payments.				
	Term of Contract:	07/01/2011 - 07/31/2016		Contract # 12866		
31.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	PERSHING COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$287,131	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17793		
32.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	PERSHING COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$454,028	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17794		
33.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	PERSHING COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$53,554	Exempt
	Contract Description:	This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$240,000 to \$293,554 due to increased payments.				
	Term of Contract:	07/01/2011 - 07/31/2016		Contract # 12881		

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34.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	THE SOUTH LYON COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$240,943	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17783		
35.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	THE SOUTH LYON COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$373,965	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17784		
36.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WHITE PINE COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$1,275,368	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17797		
37.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WHITE PINE COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$2,177,962	Exempt
		Contract Description: This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17799		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WHITE PINE COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER	\$255,037	Exempt
	Contract Description:	This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$900,000 to \$1,155,037 due to increased payments.				
	Term of Contract:	07/01/2011 - 07/31/2016		Contract # 12880		
39.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	MORRISON MANAGEMENT SPECIALISTS, INC.	GENERAL 51% OTHER: RENTAL INCOME 11% FEDERAL 38%	\$379,938	
	Contract Description:	This is the second amendment to the original contract which continues ongoing breakfast, lunch, dinner and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2016 to August 31, 2017 and increases the maximum amount from \$801,048 to \$1,180,985.57 due to the continued need for these services.				
	Term of Contract:	08/13/2014 - 08/31/2017		Contract # 15862		
40.	440	DEPARTMENT OF CORRECTIONS - SOUTHERN NEVADA CORRECTIONAL CENTER	ADVANCED CHEMICAL TECHNOLOGY, INC.	GENERAL 98% OTHER: SILVER STATE INDUSTRY ENTERPRISE FUND 2%	\$64,022	
	Contract Description:	This is the first amendment to the original contract which continues services for water and boiler chemical treatment to maintain steam boilers, cooling towers, feed water and condensate systems at Southern Nevada Correctional Center, High Desert State Prison, Southern Desert Correctional Center and Three Lakes Valley Conservation Camp. This amendment increases the maximum amount from \$229,810.44 to \$293,832.44 due to adding services for Northern Nevada Correctional Center, Stewart Conservation Camp, Silver State Industries/Dairy, Warm Springs Correctional Center and Lovelock Correctional Center.				
	Term of Contract:	07/08/2014 - 06/30/2018		Contract # 15760		
41.	440	DEPARTMENT OF CORRECTIONS All Budget Accounts	CASHMAN EQUIPMENT COMPANY	GENERAL	\$238,128	
	Contract Description:	This is a new contract that continues ongoing statewide preventative maintenance services on the generators for the department.				
	Term of Contract:	07/12/2016 - 06/30/2020		Contract # 17861		
42.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	EXPRESS JANITORIAL	GENERAL	\$84,620	
	Contract Description:	This is a new contract to provide janitorial services and consumables for the northern Nevada headquarters and Weights and Measures buildings.				
	Term of Contract:	02/01/2016 - 06/30/2018		Contract # 17755		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
43.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	CURRANT CREEK OUTFITTERS, LLC	FEE: PREDATOR FEE	\$25,000	
	Contract Description:	This is the first amendment to the original contract which provides mountain lion removal in unit 074 of the State. This amendment extends the termination date from December 31, 2016 to December 31, 2017, and increases the maximum amount from \$25,000 to \$50,000 due to the continued need for these services.				
	Term of Contract:	03/08/2016 - 12/31/2017		Contract # 17513		
44.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	WHISPER JET, INC.	FEE: SPORTSMEN FEE	\$1,800,000	
	Contract Description:	This is a new contract to provide helicopter maintenance for a Bell 206BIII and Bell 407HP with HTS900 engine at the department's Minden hangar or a location of their choosing within 60 air miles of the Minden airport.				
	Term of Contract:	Upon Approval - 07/31/2020		Contract # 17897		
45.	702	DEPARTMENT OF WILDLIFE - HABITAT	HUMBOLDT WILDLIFE, LLC	FEE: HABITAT CONSERVATION FEES 25% BONDS 25% OTHER: NGO CONTRIBUTED FUNDS 25% FEDERAL 25%	\$99,999	
	Contract Description:	This is a new contract to provide the application of herbicide/pesticide to control invasive plant species in remote areas of the State.				
	Term of Contract:	Upon Approval - 06/01/2020		Contract # 17900		
46.	702	DEPARTMENT OF WILDLIFE - HABITAT	RANGELAND INVASIVE PLANT MANAGEMENT, LLC	FEE: HABITAT CONSERVATION FEES 25% BONDS 25% OTHER: NGO CONTRIBUTED FUNDS 25% FEDERAL 25%	\$99,999	
	Contract Description:	This is a new contract to provide the application of herbicide/pesticide to control invasive plant species in remote areas of the State.				
	Term of Contract:	Upon Approval - 06/01/2020		Contract # 17906		
47.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - INDUSTRIAL SITE CLEANUP	U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY	OTHER: SETTLEMENT INCOME	\$697,020	Exempt
	Contract Description:	This is a new joint funding agreement to assist management efforts to remove perchlorate from the Las Vegas Wash originating with the Black Mountain Industrial complex. This agreement will provide additional needed data on stream discharge and surface water/groundwater interactions that will help guide future remediation decisions.				
	Term of Contract:	07/12/2016 - 07/11/2021		Contract # 17869		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
48.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	RESOURCE CONCEPTS, INC.	FEDERAL	\$1,080,000	
	Contract Description:	This is a new contract to provide assistance to communities and small public water systems in the development and implementation of Community Source Water/Wellhead Protection Plans in accordance with the State's Integrated Water Protection program while coordinating with and assisting the division.				
	Term of Contract:	Upon Approval - 06/30/2020		Contract # 17767		
49.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - ADMINISTRATION	MICROPACT GLOBAL, INC.	GENERAL	\$80,232	Sole Source
	Contract Description:	This is a new contract to continue to host hardware and software for the operation of the MicroPact Global, Inc. (formerly Iron Data) applications; for the licensing of individuals and companies performing various aspects of real estate related transactions. Services include maintenance of physical hardware, secure hosting environment for system software, backup system, monitoring and management of system updates, database and application server management and incident resolution.				
	Term of Contract:	04/11/2016 - 04/30/2020		Contract # 17819		
50.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING All Budget Accounts	GL SUITE, LLC DBA GL SOLUTIONS	FEE: MANUFACTURED HOUSING FEES	\$320,440	
	Contract Description:	This is a new contract to provide for replacement of the core software systems used to support the permit, inspection and investigative functions.				
	Term of Contract:	Upon Approval - 06/30/2021		Contract # 17919		
51.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-CSN	FEDERAL	\$289,986	
	Contract Description:	This is a new interlocal agreement that continues ongoing funding for apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
	Term of Contract:	08/01/2016 - 07/31/2017		Contract # 17862		
52.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-TMCC	FEDERAL	\$84,704	
	Contract Description:	This is a new interlocal agreement that continues ongoing funding for apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
	Term of Contract:	08/01/2016 - 07/31/2017		Contract # 17875		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
53.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,311,781	
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to adults in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17836		
54.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,114,440	
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to youth in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	04/01/2016 - 06/30/2018	Contract # 17842		
55.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,017,849	
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to dislocated workers in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17841		
56.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$8,981,237	Exempt
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17846		
57.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$3,232,774	
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to dislocated workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17888		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
58.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$5,987,530	
	Contract Description:	This is a new interlocal agreement that continues ongoing employment and training services to youth in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	04/01/2016 - 06/30/2018	Contract # 17874		
59.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	AON CONSULTING, INC.	OTHER: PREMIUM REVENUE 73% STATE SUBSIDY 27%	\$3,500,000	
	Contract Description:	This is a new contract that continues ongoing actuary consulting services.				
		Term of Contract:	07/01/2016 - 06/30/2022	Contract # 17596		
60.	B006	BOARD OF COSMETOLOGY	JK BELZ & ASSOCIATES, INC.	OTHER: LICENSEES	\$63,000	
	Contract Description:	This is a new contract to provide lobbying services to inform, represent and assist with the Board's interests and matters regarding Chapter 644 of NRS.				
		Term of Contract:	07/12/2016 - 05/31/2018	Contract # 17879		



# MASTER SERVICE AGREEMENTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	CENTEXT LEGAL SERVICES, LLC	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract for court reporting services statewide from certified court reporters on an as needed basis.				
MSA 2.	MSA	VARIOUS STATE AGENCIES	MOHAWK CARPET DISTRIBUTION, LP	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new participating addendum with the State of Utah to enable Nevada to have a Master Service Agreement for the purchase and installation of all types of flooring materials. Installers will be local Nevada based vendors.				
MSA 3.	MSA	VARIOUS STATE AGENCIES	MOVE 4 LESS	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is a new contract to provide state agencies with moving services such as packing, storage and general freight on an as needed basis.				
MSA 4.	MSA	VARIOUS STATE AGENCIES	SHAW INDUSTRIES, INC.	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new participating addendum with the State of Utah to enable Nevada to have a Master Service Agreement for the purchase and installation of all types of flooring materials. Installers will be local Nevada based vendors.				
MSA 5.	MSA	VARIOUS STATE AGENCIES	VF IMAGEWEAR, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide uniforms for Parks, Forestry and Wildlife personnel.				

# INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	CLARK COUNTY DISTRICT ATTORNEY	OTHER: REVENUE	\$25,000	Exempt
	Contract Description:	This is a new Interlocal agreement to provide reimbursement of legal expenses incurred on the SHERRY WILLIAMS-LAMB v. Las Vegas Justice Court, Case No. 16F05862X.				
		Term of Contract:	05/16/2016 - 06/30/2017	Contract # 17911		
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	ELITE MEDICAL EXPERTS	OTHER: TORT CLAIM FUND	\$16,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness services to help determine the nature, etiology, extent and prognosis of the plaintiff's alleged injuries. Case: Oscar Williams v NDOC 2:09-cv-01979-KJD-GWF 11805-1643				
		Term of Contract:	05/01/2016 - 06/30/2017	Contract # 17765		
3.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	AIR SYSTEMS OF NEVADA	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$24,104	
	Contract Description:	This is a new contract which provides ongoing HVAC preventative maintenance services (time and materials) for the SPWD Administration Building located at 515 E Musser Street in Carson City. The vendor may also provide these services for other state-owned facilities in the Carson City area on an as needed basis.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17902		
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ALPEN GLOW STONE RESTORATION	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$40,000	
	Contract Description:	This is a new ongoing contract to provide stone flooring restoration and repair services for state-owned facilities in northern Nevada on an as needed basis.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17908		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ARTISTIC FENCE COMPANY, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$5,000	Exempt
	Contract Description:	This is the second amendment to the original contract which provides ongoing removal and replacement of fencing for state-owned facilities in the Carson City and Reno area. This amendment increases the maximum amount from \$25,000 to \$30,000 due to the continued need for these services.				
		Term of Contract:	07/01/2012 - 06/30/2016	Contract # 13375		
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	JJS DEVELOPMENT, LLC DBA JAN-PRO CLEANING SYSTEMS	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$11,820	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Purchasing Warehouse located at 6140 N. Hollywood, Suite 107, Las Vegas.				
		Term of Contract:	05/01/2016 - 04/30/2020	Contract # 17855		
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	LOPEZ, ROBERT DBA STAY GREEN TREE SERVICE	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$12,750	
	Contract Description:	This is a new contract to provide landscaping services for the Governor's Mansion.				
		Term of Contract:	05/23/2016 - 06/30/2016	Contract # 17812		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	WEST EDNA ASSOCIATES, LTD DBA MOJAVE ELECTRIC	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$30,000	
	Contract Description:	This is a new contract to provide ongoing electrical services and equipment for various state facilities in the Las Vegas area.				
9.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - STATEWIDED CIP PROJECTS - NON-EXEC	Q&D CONSTRUCTION, INC.	GENERAL 9% BONDS 69% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 22%	\$35,200	Professional Service
	Contract Description:	This is a new contract to provide Owner- Construction Manager At Risk Pre-Construction services for the Americans with Disabilities Act Retrofit project at the Northern Nevada Correctional Center: CIP Project No. 13-S02-11a; SPWD Contract No. 110406.				
10.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - VETERANS CIP PROJECTS - NON-EXEC	AZTECH INSPECTIONS & TESTING	BONDS 6% OTHER: FEDERAL RECEIPTS 94%	\$49,950	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for phase 3 of the Southern Nevada Veterans Memorial Cemetery Expansion project: CIP Project No. 09-C18(B) SPWD Contract No. 110427.				
11.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. DBA H+K ARCHITECTS	OTHER: AGENCY FUNDED CIP	\$18,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for Phase 2 of the Nevada Army National Guard Stead Training Center & Army Aviation Stead Facility Flooring Replacement Project: CIP Project No. 13-A006(A); SPWD Contract No. 110367.				
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS	TATE SNYDER KIMSEY ARCHITECTS, LTD	OTHER: AGENCY FUNDED CIP - Q1 FROM WILDLIFE AND CORRECTIVE ACTION FEES FROM DCNR	\$32,964	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the planning of the construction of a building in Las Vegas for the Department of Conservation and Natural Resources and the Department of Wildlife: CIP Project No. 16-A044; SPWD Contract No. 110329.				
13.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - TOURISM DEVELOPMENT FUND	AVIAREPS AG	OTHER: LODGING TAX	\$46,557	
	Contract Description:	This is the first amendment to the original contract which provides ongoing international representation in Germany to promote tourism in Nevada. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities, media value and accomplishments. This amendment increases the maximum amount from \$333,400 to \$379,357 to increase the European Sales Mission in Germany.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	DELOITTE CONSULTING, LLP	GENERAL	\$47,000	
	Contract Description:	This is a new contract to provide economic and fiscal impact research related to the Center for Advanced Mobility's Synchronized Mobility Program. The vendor will outline an organization and governance structure for the Program, identify and evaluate project opportunities, identify funding streams and potential funding models and build a high level road map for the Program.				
		Term of Contract:	06/09/2016 - 06/30/2016	Contract # 17898		
15.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME	FLOORING SOLUTIONS OF NEVADA, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$31,878	
	Contract Description:	This is a new contract for the installation of replacement flooring.				
		Term of Contract:	05/27/2016 - 09/30/2016	Contract # 17814		
16.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME	GARRATT CALLAHAN COMPANY	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$30,400	Sole Source
	Contract Description:	This is a new contract that continues ongoing water system maintenance and testing.				
		Term of Contract:	06/17/2016 - 06/20/2018	Contract # 17860		
17.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - GIFT FUND - NON-EXEC	HIGH DESERT MICROIMAGING, INC.	OTHER: GIFT FUND	\$15,150	Sole Source
	Contract Description:	This is a new contract to provide implementation of and training on a new module to collect and store Risk Management claim information for use in heart/lung claim cases. This is an add-on module for which there is a program currently in use.				
		Term of Contract:	06/20/2016 - 08/31/2016	Contract # 17928		
18.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - COMMUNITY BASED SERVICES	CAPTIONS UNLIMITED OF NEVADA, INC.	GENERAL 25% OTHER: PUC 50% FEDERAL 25%	\$37,920	
	Contract Description:	This is the first amendment to the original contract which provides ongoing Communication Access Real-time Translation/Transliteration services for public meetings. This amendment increases the maximum amount from \$12,000 to \$49,920 due to the increased need for these services.				
		Term of Contract:	09/15/2014 - 09/15/2018	Contract # 16011		
19.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SIERRA REGIONAL CENTER	VALLEY CONCRETE	GENERAL	\$12,500	
	Contract Description:	This is a new contract to replace existing broken concrete walkway and curb at the campus in Sparks.				
		Term of Contract:	06/03/2016 - 06/30/2016	Contract # 17848		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER	\$33,132	Exempt
	Contract Description:	This is the second amendment to the original revenue interlocal agreement to receive funds to support and fund the non-federal share of the supplemental inpatient and outpatient Upper Payment Limit program for the non-state, governmental-owned and operated hospital, paying the difference between Medicaid payments and the Medicare amount. This amendment increases the maximum amount from \$605,000 to \$638,132 due to increased payments.				
	Term of Contract:	07/01/2011 - 06/30/2016		Contract # 12126		
21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	H2O ENVIRONMENTAL, INC.	GENERAL	\$25,000	
	Contract Description:	This is a new contract to provide ongoing service to pick up and dispose of hazardous pharmaceutical waste for Northern Nevada Adult Mental Health Services pharmacy.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17845		
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNITY HEALTH SERVICES	ELKO COUNTY	OTHER: REVENUE	\$16,079	
	Contract Description:	This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses. The areas of emphasis are rural epidemiology, public health emergency preparedness and community health nursing including the treatment and prevention of infectious tuberculosis and sexually transmitted diseases.				
	Term of Contract:	07/01/2016 - 06/30/2017		Contract # 17891		
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	TUELLER, QUINTIN	GENERAL	\$5,800	
	Contract Description:	This is the first amendment to the original contract which provides janitorial services for the Lovelock Mental Health Center. This amendment extends the termination date from June 30, 2016 to June 30, 2017, and increases the maximum amount from \$5,800 to \$11,600 due to a lease extension at the current location.				
	Term of Contract:	07/01/2015 - 06/30/2017		Contract # 16863		
24.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	FIDELITY INFORMATION SERVICES, LLC	GENERAL 47.5% FEDERAL 52.5%	\$37,245	
	Contract Description:	This is the first amendment to the original assignment contract which provides electronic benefits services. This amendment increases the maximum amount from \$4,668,692 to \$4,705,937 and incorporates Attachment F: Customer Authorization No. 3543.				
	Term of Contract:	01/12/2016 - 06/30/2018		Contract # 17295		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ENERGY ASSISTANCE PROGRAM	DEPARTMENT OF BUSINESS AND INDUSTRY - HOUSING DIVISION	FEDERAL	\$16,338	
	Contract Description:	This is the eighth amendment to the interlocal agreement to provide the Weatherization Assistance Program (WAP) with 5% of the Low Income Home Energy Assistance Program Block grant funds awarded to help fund WAP for low income families. This amendment increases the maximum amount from \$2,086,298.80 to \$2,102,637.25 due to the second release of federal fiscal year 2016 grant funds.				
	Term of Contract:	10/01/2012 - 09/30/2016		Contract # 13619		
26.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	HIGH DESERT PETROLEUM, INC.	GENERAL	\$20,858	
	Contract Description:	This is a new contract to replace the existing leaking fuel tank for the generator including all labor, travel time, materials and equipment to install a new tank vault, run a new vent, new supply and return lines and install a new tank monitoring system.				
	Term of Contract:	06/06/2016 - 06/30/2017		Contract # 17732		
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	NELLIE K. CARLSON DBA HAIR BRUSH	GENERAL	\$17,280	
	Contract Description:	This is a new contract to provide ongoing barber services to the adjudicated youth.				
	Term of Contract:	07/01/2016 - 06/30/2018		Contract # 17721		
28.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	INTEGRATED MECHANICAL SERVICES, LLC DBA EVOLUTION AIR CONDITIONING	GENERAL 24% OTHER: RENTAL INCOME 39% FEDERAL 37%	\$24,248	
	Contract Description:	This is a new contract to provide ongoing, routine and preventative maintenance services for the controls that govern the heating and air conditioning at Desert Willow Treatment Center (DWTC) as well as any necessary repairs to the heating and air conditioning systems at DWTC.				
	Term of Contract:	05/27/2016 - 06/30/2020		Contract # 17632		
29.	431	OFFICE OF THE MILITARY	PDK GROUP DBA SYSTEM4 OF SACRAMENTO	GENERAL 50% FEDERAL 50%	\$11,223	
	Contract Description:	This is a new contract to provide deep cleaning services for the locker rooms, showers, restrooms and kitchen areas of the Washoe County Armory.				
	Term of Contract:	06/01/2016 - 08/31/2016		Contract # 17893		
30.	431	OFFICE OF THE MILITARY	WORLD WIDE TECHNOLOGY, INC.	FEDERAL	\$12,711	
	Contract Description:	This is a new contract to perform installation, configuration and maintenance for the Cisco Web Security Appliance purchased by the Nevada National Guard.				
	Term of Contract:	06/10/2016 - 09/30/2016		Contract # 17909		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	D&D PLUMBING, INC.	GENERAL	\$17,360	
	Contract Description:	This is a new contract to provide plumbing services in the nurses station and laundry room in the medical intermediate care unit 3 at Northern Nevada Correctional Center.				
		Term of Contract:	05/24/2016 - 06/30/2016	Contract # 17835		
32.	440	DEPARTMENT OF CORRECTIONS - ELY CONSERVATION CAMP	WATERS SEPTIC TANK SERVICES DBA WATERS VACUUM TRUCK SERVICE	GENERAL	\$31,754	
	Contract Description:	This is the first amendment to the original contract which continues regularly scheduled septic and grease trap pumping services at Ely Conservation Camp, Ely State Prison and Pioche Conservation Camp. This amendment increases the maximum amount from \$83,556 to \$115,310 due to adding services for Lovelock Correctional Center, Humboldt Conservation Camp, Carlin Conservation Camp, Tonopah Conservation Camp, Wells Conservation Camp and Northern Nevada Transitional Housing.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14310		
33.	440	DEPARTMENT OF CORRECTIONS - ELY STATE PRISON	WHITE PINE COUNTY SHERIFF'S OFFICE	OTHER: REVENUE	\$44,087	
	Contract Description:	This is the second amendment to the original revenue interlocal agreement which provides jail meal services from Ely State Prison to the White Pine County Sheriff's Office for their inmates. This amendment extends the termination date from June 30, 2016 to September 30, 2016, and increases the maximum amount from \$176,446.64 to \$220,533.15 due to an increase in the quantity of jail meals provided.				
		Term of Contract:	02/12/2013 - 09/30/2016	Contract # 13883		
34.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	AMERICAN CHILLER SERVICE, INC.	GENERAL	\$19,276	
	Contract Description:	This is a new contract for preventative maintenance of the chiller system to the HVAC in the main Agriculture building in Sparks.				
		Term of Contract:	06/20/2016 - 04/30/2017	Contract # 17889		
35.	611	GAMING CONTROL BOARD	SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL	GENERAL	\$25,534	
	Contract Description:	This is the first amendment to the original contract which provides ongoing access to an 800 MHz two-way radio system in support of the Board's Enforcement Division field operations in Southern Nevada. This amendment extends the termination date from June 30, 2016 to June 30, 2019, increases the maximum amount from \$7,610 to \$33,144 due to the continued need for the services and revises the fee schedule.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16859		
36.	652	DEPARTMENT OF PUBLIC SAFETY - PAROLE AND PROBATION	STOMMEL, INC., DBA LEHR AUTO ELECTRIC	GENERAL	\$17,388	
	Contract Description:	This is a new contract to provide installation of two-way radios and prisoner partitions in state Fleet Services vehicles leased by the division.				
		Term of Contract:	05/24/2016 - 06/30/2017	Contract # 17517		



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	658	DEPARTMENT OF PUBLIC SAFETY - TRAFFIC SAFETY	NEVADA DEPARTMENT OF TRANSPORTATION - TRAFFIC SAFETY ENGINEERING	FEDERAL	\$20,000	
		This is a new interlocal agreement to provide partial funding to the Nevada Department of Transportation for the 2016 Nevada Transportation Safety Summit to be held May 24, 2016 to May 25, 2016.				
38.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ADMINISTRATION	KPS 3, INC.	GENERAL 50% OTHER: GRANT FROM NATURAL RESOURCES CONSERVATION SERVICE (NRCS) 50%	\$10,000	Exempt
		This is a new contract to provide a complete website redesign for the Director's Office and Conservation Districts Program.				
39.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - SAGEBRUSH ECOSYSTEM	HDR ENGINEERING, INC.	GENERAL	\$49,000	
		This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.				
40.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - SAGEBRUSH ECOSYSTEM	NICHOLS CONSULTING ENGINEERS	GENERAL	\$49,000	
		This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.				
41.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - SAGEBRUSH ECOSYSTEM	SRK CONSULTING (U.S.), INC.	GENERAL	\$49,000	
		This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.				
42.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - SAGEBRUSH ECOSYSTEM	STANTEC CONSULTING SERVICES, INC.	GENERAL	\$49,000	
		This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.				
43.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	SHELLEY FALLON DBA FALLON MULTIMEDIA	GENERAL 2% FEE: LICENSE PLATE FEES 48% BONDS 50%	\$25,000	
		This is a new contract to manufacture interpretive panels at Mason Valley Hatchery and the Oxbow Nature Study Area.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
44.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	MT. ROSE HEATING AND AIR CONDITIONING, INC.	FEE: SPORTSMEN	\$21,620	
	Contract Description:	This is a new contract to replace two five ton heating, ventilation and air conditioning units and repair or replace two economizers at the department's Winnemucca Office.				
		Term of Contract:	05/23/2016 - 06/30/2016	Contract # 17843		
45.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	ADVANCED TELEMETRY SYSTEMS	FEE: TAGS AND LICENSE FEES 25% FEDERAL 75%	\$20,000	
	Contract Description:	This is a new contract for data retrieval and management services associated with GPS satellite collars placed on multiple species of big game animals throughout the state of Nevada. This contract will allow the department to receive the data which is critical to making appropriate population and habitat management decisions.				
		Term of Contract:	06/10/2016 - 06/30/2020	Contract # 17761		
46.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH	GENERAL 25% FEE: SPORTSMAN 25% FEDERAL 50%	\$24,500	
	Contract Description:	This is a new cooperative agreement to provide wildlife damage management activities to resolve conflicts related to the damage caused by urban coyotes and other urban wildlife in Nevada. This agreement will also cover situations in which diseased wildlife population may require management capacity provided by the federal government through wildlife services.				
		Term of Contract:	05/24/2016 - 06/30/2016	Contract # 17711		
47.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	ECOANALYSTS, INC.	FEE: AQUATIC INVASIVE SPECIES DECAL	\$12,968	
	Contract Description:	This is a new contract to provide analysis of water samples collected at various locations throughout the State for the presence/absence of invasive aquatic organisms.				
		Term of Contract:	05/27/2016 - 12/31/2018	Contract # 17555		
48.	703	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - OHV COMMISSION	CLARK COUNTY, NEVADA DEPARTMENT OF AIR QUALITY - DESERT CONSERVATION PROGRAM	FEE: OHV REGISTRATION FEES	\$49,999	
	Contract Description:	This is a new interlocal agreement to provide funding for marketing of the Off-Highway Vehicles (OHV) program in an effort to increase OHV user registration throughout Nevada.				
		Term of Contract:	05/27/2016 - 02/28/2018	Contract # 17867		
49.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - COMMON INTEREST COMMUNITIES	DONALD E. LOWREY, J.D. LL.M	FEE: ASSOCIATION UNIT FEES	\$48,000	
	Contract Description:	This is a new contract to impanel the contractor as a referee to the division's Alternative Dispute Resolution panel. Pursuant to AB 370 of the 2013 Legislative Session, the panel will arbitrate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association.				
		Term of Contract:	06/20/2016 - 06/30/2017	Contract # 17831		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - COMMON INTEREST COMMUNITIES	DONALD E. LOWREY, J.D. LL.M.	FEE: ASSOCIATION UNIT FEES	\$25,000	
	Contract Description:	This is a new contract to impanel the contractor as a mediator to the division's Alternative Dispute Resolution panel. Pursuant to AB370 of the 2013 Legislative Session, the panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association.				
	Term of Contract:	06/20/2016 - 06/30/2017		Contract # 17830		
51.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	JENSON TOTAL SERVICES, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$24,500	
	Contract Description:	This is a new contract that continues ongoing maintenance and repair services of heating, ventilation and air conditioning units, commercial refrigerators and refrigeration units, freezers, ice makers, reach-ins and display units on a time and material basis; facility remodeling, installation, repair, maintenance, relocation and replacement of equipment with purchase of parts as necessary at all southern Nevada Business Enterprises of Nevada program sites including three Hoover Dam sites.				
	Term of Contract:	07/01/2016 - 06/30/2018		Contract # 17816		
52.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS-TMCC	GENERAL 21.3% FEDERAL 78.7%	\$17,070	Exempt
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128) which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	06/03/2016 - 06/01/2017		Contract # 17789		
53.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS-WNC	GENERAL 21.3% FEDERAL 78.7%	\$19,947	
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128) which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	06/03/2016 - 06/01/2017		Contract # 17701		
54.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - VOCATIONAL REHABILITATION	GOODWILL INDUSTRIES OF SO NV DBA GOODWILL OF SOUTHERN NV	GENERAL 21.3% FEDERAL 78.7%	\$19,935	
	Contract Description:	This is a new contract to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128) which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	05/31/2016 - 12/31/2016		Contract # 17762		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
55.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - VOCATIONAL REHABILITATION	ODYSSEY CHARTER SCHOOL OF NEVADA	GENERAL 21.3% FEDERAL 78.7%	\$16,197	Exempt
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths, ages 16 – 21 which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128) which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	06/14/2016 - 06/01/2017		Contract # 17818		
56.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS- WNC	FEDERAL	\$19,778	
	Contract Description:	This is a new interlocal agreement that continues ongoing funding for the apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
	Term of Contract:	08/01/2016 - 07/31/2017		Contract # 17868		
57.	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION- ADMINISTRATIVE SERVICES	CAPTIONS UNLIMITED OF NEVADA, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$20,000	
	Contract Description:	This is a new contract that continues ongoing real time captioning which includes rough draft transcripts for clients, employees, board members, council members and consumers who are deaf or hearing impaired for meetings, conferences and trainings as needed.				
	Term of Contract:	07/01/2016 - 06/30/2018		Contract # 17686		
58.	B031	BOARD OF OCCUPATIONAL THERAPY	PAULA BERKLEY AND ASSOCIATES	FEE: LICENSING FEES	\$13,200	
	Contract Description:	This is the first amendment to the original contract which provides legislative services to assist in preparing for and representing the Board's interests during the 2015 Legislative Session. This amendment extends the termination date from June 30, 2016 to December 31, 2017 and increases the maximum amount from \$35,000 to \$48,200 due to the continued need for these services to assist in preparing for and representing the Board's interests during the 2017 legislative session and to conduct follow up activities.				
	Term of Contract:	07/14/2014 - 12/31/2017		Contract # 15869		

# **MINUTES**

## **MEETING OF THE BOARD OF EXAMINERS**

June 7, 2016

The Board of Examiners met on June 7, 2016, in the 2<sup>nd</sup> Floor Chambers at the Laxalt Building, 401 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

### **MEMBERS:**

Governor Brian Sandoval  
Attorney General Adam Paul Laxalt  
Secretary of State Barbara K. Cegavske  
James R. Wells, Clerk

### **OTHERS PRESENT:**

Director Steve Hill, Governor's Office of Economic Development  
Sandra Larson, Department of Health and Human Services, Public and Behavioral Health  
Scott Sisco, Department of Corrections  
Patrick Gavin, State Charter School Authority  
Sandie Ruybalid, Department of Health and Human Services, Health Care, Financing and Policy  
Lina Tanner, Public Utilities Commission  
Stephanie Mullen, Public Utilities Commission  
Tonya Laney, Department of Motor Vehicles, Field Services  
Jim Lawrence, Department of Conservation and Natural Resources

## 1. PUBLIC COMMENTS

**Governor:** Good morning ladies and gentlemen. I will call the Board of Examiners to order. Madam Secretary, can you hear us loud and clear in Las Vegas?

**Secretary of State:** Yes, I can Governor, thank you.

**Governor:** Let's proceed with agenda item number 1, public comment, is there anyone present in Carson City that would like to provide public comment to the Board? Hearing and seeing none, anyone in Las Vegas?

**Secretary of State:** No Governor, there is no one here that has any public testimony at this time.

**Governor:** Thank you.

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE MAY 10, 2016 BOARD OF EXAMINERS' MEETING MINUTES

**Motion By:** Secretary of State

**Seconded By:** Governor

**Vote:** 2-0

### Comments:

**Governor:** Thank you. Agenda item number 2 is the approval of the May 10, 2016 Board of Examiners' Meeting Minutes. Have the Members had an opportunity to review the minutes and are there any changes?

**Secretary of State:** I have no changes Governor and I move for approval.

**Governor:** Mr. Attorney General, are you going to abstain from this one?

**Attorney General:** Thank you, I'll abstain.

**Governor:** All right. Madam Secretary of State has moved for approval of minutes. I am going to second that motion. The Attorney General was excused from that meeting. Any questions or discussion? All in favor say aye. [ayes around] That motion passes 2-0.

## \*3. FOR POSSIBLE ACTION – APPROVAL FOR STATE VEHICLE PURCHASES

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the state without prior written consent of the state Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED
Department of Business and Industry – Taxicab Authority	2	\$49,261.50
Department of Conservation and Natural Resources – Environmental Protection	2	\$65,594.50
<b>Total</b>	<b>4</b>	<b>\$114,856</b>

**Comments:**

**Governor:** We'll move to agenda item number 3, Approval for State Vehicle Purchases, Mr. Wells.

**Clerk:** Thank you Governor. This item requests four vehicles, all of which were included in the legislatively approved budgets for the respective agencies. The first item is a request from the Department of Business and Industry, Taxicab Authority, to purchase one vehicle and one pickup truck. The agency was originally approved for two police package vehicles but determined that those were equipped at an unnecessary level and that a regular sedan would meet their needs. The pickup truck will allow them to transport bicycles for special assignments in a single trip. The cost for the two vehicles remains within the approved budget.

The second item is a request from the Department of Conservation and Natural Resources Bureau of Air Pollution to replace two SUVs with one sedan and a pickup truck. The truck will allow the agency to carry spare tires and work equipment and provide better ground clearance for frequent off-highway travel. The electric sedan will be used for local driving.

There are representatives available to answer any questions that the Board may have.

**Governor:** Thank you Mr. Wells. I have no questions. Board Members?

**Attorney General:** I have no questions Governor, thank you.

**Secretary of State:** No questions Governor.

**Governor:** If there are no questions, the Chair will accept a motion to approve the state vehicle purchases described in agenda item number 3.

**Attorney General:** I move to approve.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye. [ayes around]  
That motion passes 3-0.

**\*4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2016 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:



BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1000	Office of the Governor	\$14,163	
2986	NSHE – System Administration	\$30,645	
2980	NSHE – University of Nevada, Reno	\$984,870	
2982	NSHE – UNR School of Medicine	\$213,965	
2985	NSHE – Statewide Programs, UNR	\$39,677	
2990	NSHE – Cooperative Extension Service	\$38,033	
2989	NSHE – Agricultural Experiment Station	\$34,711	
3003	NSHE – Business Center North	\$14,085	
2987	NSHE – University of Nevada, LV	\$1,581,321	
2988	NSHE – Intercollegiate Athletics, UNLV	\$11,490	
2992	NSHE – Law School	\$81,177	
3001	NSHE – Statewide Programs, UNLV	\$0	
3002	NSHE – Dental School	\$119,482	
3004	NSHE – Business Center South	\$12,274	
3010	NSHE – Desert Research Institute	\$54,463	
3018	NSHE – Truckee Meadows Community College	\$267,881	
3011	NSHE – College of Southern Nevada	\$756,236	
3012	NSHE – Western Nevada College	\$103,583	
2994	NSHE – Great Basin College	\$87,497	
3005	NSHE – Nevada State College	\$99,028	
	<b>Total</b>	<b>\$4,530,418</b>	

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

**Comments:**

**Governor:** Agenda item number 4, Salary Adjustments, Mr. Wells.

**Clerk:** Thank you Governor. This item is a result of Sections 4, 5, 6 and 7 of Assembly Bill 489 from the 2015 Legislative Session. Those sections appropriated salary adjustment funds to the Board of Examiners to cover vacancy savings which are built into agency budgets, as well as the 1% cost of living adjustments that were effective on July 1, 2015 which were not included in agency salary budgets. An agency whose actual salary exceeds their budgeted amounts due to vacancy savings or the cost of living adjustment are allowed to request salary adjustment dollars from the Board of Examiners. This item represents the first two requests to access those funds.

The first request is from the Governor's Office who incurred a terminal leave payout and had minimal vacancies this year in addition to the cost of living adjustment which resulted in the need for \$14,163. The Nevada System of Higher Education is requesting salary adjustment funds to cover the 1% COLA and vacancy savings in most of their institutions in the total amount of \$4,530,418.

**Governor:** Thank you Mr. Wells. Pretty straightforward. Any questions from Board Members?

**Attorney General:** No questions Governor, I move to approve.

**Governor:** The Attorney General has moved for approval of the salary adjustments described in agenda item number 4, is there a second?

**Secretary of State:** I'll second.

**Governor:** Second by the Secretary of State, any questions or discussion on the motion?  
Hearing none, all in favor say aye. [ayes around] That motion passes 3-0.

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Department of Administration – Purchasing**

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Eric Sparks, a former Mental Health Technician, to provide uniformed security guard services through AlliedBarton Security Services.

**B. Department of Administration – Purchasing**

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Russell Steere, a former Correctional Officer, to provide uniformed security guard services through AlliedBarton Security Services.

**C. Department of Health and Human Services – Public and Behavioral Health**

Pursuant to NRS 333.705, subsection 1, the division requests retroactive authority for contracts with four individuals from May 2016 through December 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

**D. Governor's Office of Economic Development**

Pursuant to NRS 333.705, subsection 1, the Governor's Office of Economic Development requests to contract with Brad Mamer who will be resigning effective July 5, 2016 for a period of nine months. **This item relates to contract #11 in exhibit 2.**

**E. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Michael Bridges who has contracted with the prime consulting firm, CA Group. CA Group has been selected through the request for proposal process to assist in the development of the US 95 NW Phase 2B/5 project.

**F. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Michael Murphy. The department has released a Notice of Intent to contract with Diversified Consulting Services (DCS) as the highest ranked firm responding to the request for proposal.

DCS is proposing to engage Mr. Murphy to fill the Resident Engineer position in augmenting Construction Crew 908.

**G. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Thomas Regenhard who has contracted with the prime consulting firm, CA Group. CA Group has been selected through the request for proposal process to assist in the development of the US 95 NW Phase 2B/5 project.

**H. Department of Public Safety – Office of Traffic Safety – Motorcycle Safety Program**

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Mr. James Stewart, a current employee of the Nevada Highway Patrol, to provide Certified Motorcycle Safety Instructor Trainer services.

**I. Department of Public Safety – Office of Traffic Safety – Motorcycle Safety Program**

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Mr. Eric Glick, a current employee of the Department of Transportation, to provide Certified Motorcycle Safety Instructor Trainer services.

**J. Department of Public Safety – Office of Traffic Safety – Motorcycle Safety Program**

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Mr. Roger Fox, a current employee of the Nevada System of Higher Education, College of Southern Nevada, to provide Certified Motorcycle Safety Instructor Training services.

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<b>Motion By: Attorney General</b>	<b>Seconded By: Secretary of State</b>	<b>Vote: 3-0</b>
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**Comments:**

**Governor:** We will move on to agenda item number 5 which is the Authorization to Contract with a Current and/or Former Employee. Mr. Wells.

**Clerk:** Thank you Governor. Item 5 includes 10 requests to contract with current and/or former employees pursuant to NRS 333.705. The first two requests are from State Purchasing who contracts with Allied Barton Security Services through a Master Services Agreement to provide uniformed security guards to various state agencies. These requests are for Allied Barton to use former employees who left state service last year to perform these services. Allied Barton also uses these employees on contracted jobs with non-State of Nevada employers.

The third request is from the Department of Health and Human Services, Division of Public and Behavioral Health. The division is contracting with four current or former graduate assistants who are student workers of the Nevada System of Higher Education to provide various services throughout the division as paid interns. Three of them started on May 16<sup>th</sup>, without the Division first obtaining Board of Examiners' approval. The fourth one starts on June 16<sup>th</sup>. The Division

is requesting review and determination of whether or not the Board of Examiners would have approved the agency to contract with these individuals and is also requesting to continue employment with some of them beyond the four month emergency time period.

The fourth request is from Governor's Office of Economic Development to contract with a current employee who will be leaving state service in July. This contract will provide for transitional work on key projects including the Faraday Future project and allow for the transfer of the Economic Development knowledge to other staff. This item is related to Contract No. 11, under agenda item number 10, which is for a period of nine months at a rate of \$97.50 per hour at an average of about 20 hours per week.

The fifth, sixth and seventh requests are from the Department of Transportation to contract with former employees who have rehired from state service and are working for companies under contract with the Department. The former employees had no influence or authority over the procurement process for the projects that they will be working on.

The last three requests are from the Department of Public Safety, Office of Traffic Safety, to contract with current state employees from NDOT, Nevada Highway Patrol and the College of Southern Nevada to provide certified motorcycle instructor training services. These activities are conducted primarily on Friday, Saturday and Sunday, outside the normal working schedule of the employees or the employees will take appropriate leave if not. These specially certified individuals have been performing these functions historically and this is a request to continue to allow the individuals to provide those services. There are representatives available to answer any questions the Board may have.

**Governor:** Thank you Mr. Wells. I have a question with regard to D, the contract under the Governor's Office of Economic Development. Is Director Hill available?

**Secretary of State:** Yes, he is, he's in the South.

**Governor:** Okay. Good morning Director Hill.

**Steve Hill:** Good morning Governor, Members of the Board.

**Governor:** If you would just take us through a little more background with regard to agenda item D.

**Steve Hill:** I'd be happy to, thank you for the opportunity. This is really a unique request on the part of myself and our office in what is really a unique circumstance. Brad Mamer has been our Director of Business Development for the past three years. I think many of you know him. He has done an outstanding job for us and has been the point person for a number of the initiatives that relate to the Faraday Future project. He has been—in his career, he has been a land developer and as you know, the Faraday Future project and the development of Apex required that skill. It has been a complex project and Brad has been the point person on the development of the designs and the estimates for water supply, waste water service, storm drainage, rail and police and fire services at that site. He has been the point of contact for a number of different entities and agencies, including Faraday, the City of North Las Vegas, the County, the land owners in Apex and then agencies such as the Regional Transportation Commission, which is building the rail at the site, as well as working with Union Pacific Railroad and UNIF, which is a company

that is already at Apex. He's worked closely with the Southern Nevada Water Authority. The engineers that are representing all of those entities as well as the Bureau of Land Management.

It's really critical that Brad remain in those projects until the bonds for those projects are issued. We've asked Brad for a reduced rate on the contract that we are hopeful to sign with him. It's a very competitive rate, compared to what he used to make in his prior work and certainly with any other person or company with which we would contract for similar services. Brad has a very good reason for needing to leave employment with GOED. As I said, this is a unique circumstance. It's just important for us that Brad stays with this project, it would interrupt the timeframe if he was not able to do so. I'm happy to answer any further questions you have Governor, Members of the Board.

**Governor:** Thank you Director Hill. I think you've made the point which is, Brad has an incredibly unique skill set and the number of relationships that he's developed that is critical to the ongoing success of the project. Frankly, ensuring compliance with the law adopted during that special session, I'm not sure if there's anyone else who has that knowledge base other than you. I think you're stretched pretty thin as it is right now. What would be the consequence if this contract were not approved?

**Steve Hill:** Governor, as you said, Brad's skill set as well as his intimate understanding of all of the conversations because he has been in all of those conversations and certainly and many that I have are not critical to keeping this project on time and being done correctly. If Brad was not able to continue with that, I think there's no question and I think everybody involved in this project would agree, there's no question that it would simply be delayed by a significant and very expensive portion of time. That I don't think is what any of us would want.

**Governor:** The next question is and I ask this often with other agencies will he be training other individuals within your office to take on his responsibilities once this contract is finished?

**Steve Hill:** Yes, he will Governor. We have hired a person that to the extent he can fill the shoes that Brad will leave behind, will be in that position. He's been with the office a few weeks. He has some development background and is an attorney as well as our business development manager who is now more a part of these discussions. So, if we have an additional project that's similar, they should be able to take over that responsibility.

**Governor:** And you're confident that we'll only need to do this through March 31, 2017?

**Steve Hill:** I am Governor.

**Governor:** Okay, thank you. Those are all my questions with regard to this specific agenda item and the others within this agenda item. Are there any other questions from Board Members? Mr. Attorney General.

**Secretary of State:** Governor.

**Governor:** I'm going to go to the Attorney General and then the Secretary of State.

**Secretary of State:** Okay. Thanks.

**Attorney General:** Mr. Hill, just a follow-up on that. Can you make clear for the record that the amount lost in the cost overruns and the time and energy spent in sort of recovering for the loss of Mr. Mamer would exceed the amount we'd be paying for this contract?

**Steve Hill:** Mr. Attorney General, Steve Hill. Yes, I can certainly say that the cost not to just the office, but the project itself and everyone involved in that project and those conversations would be a significant multiple of the cost of the contract that's before you today.

**Attorney General:** Thank you.

**Governor:** Madam Secretary.

**Secretary of State:** Thank you and Governor, mine is on C, not on D. I did, I believe hear Mr. Wells say who are current or former graduate assistant student workers in Nevada Higher Education and made a comment that or longer, did I hear that correctly? This is something that they're looking for to contract with the four individuals from May 2016 through December 2016 or longer, did I hear that correctly Mr. Wells?

**Clerk:** Madam Secretary, the typical emergency provisions are only allowed for four months. Since three of those individuals were hired prior to the Board reviewing that item, they need to come under the four month emergency provisions. They are looking at between four and six months to hire these individuals. I think a couple of them are going to be for four months and a couple others are going to be for six months.

**Secretary of State:** But how do we know what is what and what the costs are? I don't see that so I'm just curious on that one because when you said, longer, that's what really triggered it for me. I don't know which ones your estimating would be longer.

**Sandra Larson:** I can speak to those in more detail.

**Secretary of State:** I'll see if Jim has an answer and if not, there is somebody here.

**Clerk:** There are three individuals listed who started on May 16, 2016, those are anticipated to go through September 30, 2016. They are at a rate of \$18.40 per hour. The fourth person is scheduled to start on June 16<sup>th</sup> and will work through December 31, 2016 at a rate of \$15.19 per hour. It's only the fourth one that is for the sixth month period.

**Secretary of State:** Okay. And these are all positions that only an assistant would have? That you would only have a student or assistant—and we do have somebody here from the University System and I'm sorry, I don't know your first name.

**Sandra Larson:** Sandra Larson.

**Secretary of State:** Sandra is here as well, Mr. Wells. I was just curious as to exactly what we were approving and what the need was.

**Governor:** Madam Secretary, by way of background, this has come up every year since this bill was adopted. I think, at least in this specific situation was an unintended consequence of that legislation. These are graduate students in our system that because they're graduate assistants,



they're technically employees of the state, but now they want to work for HHS and its exactly that pipeline we want, which is to bring these students and get them through the university system and then get them on to working for the state. They, as I said, they are technically current state employees because they are graduate assistants of the university system, but it's a natural progression for them because of their degrees and their training to go on to HHS. Otherwise, we can't hire them unless we approve it.

**Secretary of State:** Thank you Governor, I really appreciate the update. So these positions are something that are going to be full time for them once they get over to the Health Division, is that correct?

**Sandra Larson:** No.

**Secretary of State:** No, okay.

**Sandra Larson:** These are contract positions with—

**Secretary of State:** You want to state your name for the record?

**Sandra Larson:** Oh, sorry. For the record, Sandra Larson, Health Program Manager for the Division of Public and Behavioral Health. So these positions are, as part of specific programs with the universities. They're required to do internships with various agencies. It's a 300 hour contract. That's given the length of the time. Some are from May to September as he had mentioned. So, after completion of that project if they then were to become permanent state employees, they would apply for a full FTE as normal, but this is just to get them through that piece of their graduate assistant work and that contract that they need to graduate.

**Secretary of State:** Okay, thank you very much. Thank you Governor, I appreciate the information.

**Governor:** You're welcome. I appreciate your questions. Not only the situation that I described but this is a critical area of need that we have. As I said, I think this is an unintended consequence of that legislation and perhaps we can clean it up in 2017.

**Secretary of State:** Thank you.

**Governor:** All right, any other questions from Board Members with regard to agenda item number 5?

**Attorney General:** Governor, I just have one follow-up on C. At least my agenda has six individuals. I know we're allowed to adjust downward, but is that something we want to just make sure is correct for the record, or maybe I don't have an updated version.

**Clerk:** Mr. Attorney General, my apologies, you do not have the latest version of the agenda.

**Attorney General:** Okay, great. Thank you. We're all square.

**Governor:** All right, is there a motion to approve?



**Attorney General:** I move to approve.

**Secretary of State:** I second.

**Governor:** The Attorney General has moved for approval to authorize the contracts with a current and/or former employee as described in agenda item number 5. The Secretary of State has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor please say aye. [ayes around] Oppose, no. Motion passes 3-0.

**\*6. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2016  
3RD QUARTER REPORT AND FISCAL YEAR 2016 4TH QUARTER  
RECOMMENDATION**

Pursuant to NRS 217.260, the Board of Examiners estimates available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 3rd quarter fiscal year 2016 Victims of Crime Program report states all approved claims were resolved totaling \$2,227,541.57 with \$925,801.21 paid out of the Victims of Crime Program account and \$1,301,740.36 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$11 million to help defray crime victims' medical costs.

Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4th quarter of FY 2016.

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<b>Motion By: Attorney General</b>	<b>Seconded By: Secretary of State</b>	<b>Vote: 3-0</b>
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**Comments:**

**Governor:** We'll move on to the next agenda item which is agenda item number 6, Victims of Crime Report. Mr. Wells.

**Clerk:** Thank you Governor. Pursuant to NRS 217.260, the Board of Examiners is required to estimate the available revenue and anticipated claims costs for the State Victims of Crime Program. This item includes a report on the claims paid in the third quarter of fiscal year 2016, and a recommendation to pay Priority One, Two and Three claims at 100% for the fourth quarter of fiscal year 2016. There is a representative from the Victims of Crime Program available to answer any questions the Board may have.

**Governor:** Any questions from Board Members with regard to agenda item number 6?

**Secretary of State:** None from here.

**Governor:** Is there a motion to approve?

**Attorney General:** I move to approve.

**Governor:** The Attorney General has moved to approve the Victims of Crime fiscal year 2016 Third Quarter report and fiscal year 2016 Fourth Quarter Recommendation. Madam Secretary, do you second the motion?

**Secretary of State:** Yes, I do Governor.

**Governor:** All right, thank you. Madam Secretary has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye. [ayes around] Oppose, no. Motion passes 3-0.

**\*7. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY ACCOUNT**

**A. Department of Corrections – \$542,287**

Pursuant to NRS 353.268 the department requests an allocation of \$542,287 from the Interim Finance Contingency Account to fund the staffing requirements of an additional housing unit at Florence McClure Women’s Correctional Center in fiscal year 2017. **\*This request is contingent upon Interim Finance Committee’s approval of a pending action item.**

**B. Department of Corrections – Prison Medical Care - \$708,645**

Pursuant to NRS 353.268 the department requests an allocation of \$708,645 from the Interim Finance Contingency Account to fund a projected shortfall in the Prison Medical Care budget to cover inmate medical treatment obligations through the end of the fiscal year. **\*This request is contingent upon Interim Finance Committee’s approval of a pending action item.**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

**Comments:**

**Governor:** We will move on to agenda item number 7 which is a request for general fund allocation from the IFC Contingency Account from the Department of Corrections. Mr. Wells.

**Clerk:** Thank you Governor. Pursuant to NRS 353.268, the Department of Corrections is requesting two allocations from the Interim Finance Committee, General Fund Contingency Account. The first is in the amount of \$542,287 to fund ongoing staff for an additional housing unit at the Florence McClure Women’s Correctional Center in fiscal year 2017. This unit, which houses up to 50 inmates has been open since January 26, 2016 using overtime to man the posts. The second request is for \$708,645 to fund a projected shortfall in the Prison Medical Care budget. These two requests are subject to approval by the Interim Finance Committee on June 30<sup>th</sup>. There are representatives from the Department available to answer questions.

**Governor:** Good morning gentlemen.

**Scott Sisco:** Good morning.

**Governor:** Mr. Sisco, would you lay down a little more background with regard to this request please?

**Scott Sisco:** Thank you. Again for the record, Scott Sisco, Deputy Director for the Department of Corrections. With me is -John Borrowman, our Chief of Fiscal Services. Two requests today. The first one is for \$542,287 to open an additional wing, Unit 8, at Florence McClure Women's Correctional Center. Just real quick, some information I want to put on the table is, during the last legislative session as we presented our budgets and as it went through the legislative process we gave everybody a heads up and in all of our testimony we gave them a heads up that we would be coming to them if the JFA projections did not materialize as they projected. JFA is a company that the Department of Administration contracts with to give projections for the Department of Corrections and Parole and Probation. Typically they've been okay when the state's population is steady, but when the state's population grows, they tend to not be so close.

Just as information in June of 2013, Florence McClure had 781 female inmates. In June of 2014, they had 842. June of 2015, 904. Yesterday, they had 955. About January 26<sup>th</sup> of this year, we reached a point where we no longer had overflow beds, we no longer had emergency beds and we had moved into another unit. That particular facility actually has two units, Unit 8 and Unit 10 that are not currently open and were not opened up until that point in time. We were able to move into them but we were operating on overtime, trying to see if it was a temporary spike and would go back down and we could manage it. It's not turning into a temporary spike. Overtime is killing us and killing you and so we're here today to try to be more cost effective on that and to go ahead and add the staff in 2017 that we would need.

That unit, right now, we've got about 50 inmates in that unit. We still have inmates in overflow beds and in emergency beds. We'll be able to fill, interestingly enough, Florence McClure is about 98 inmates over what they were budgeted for and that unit has 98 beds. We'll move them back into those beds and then again, we'll still have the overflow beds and the emergency beds from the other part of the institution. That's kind of the Florence McClure—anybody have any questions on that before I move on to Medical?

**Governor:** I have one, thank you. Do you need—you'll need to put individuals within the academy, so how long is it going to take to get permanent correctional officers trained?

**Scott Sisco:** This request is, we're actually asking for six posts, but with the shift relief factor, it equates to a little over 10 correctional officers and one case worker. We asked to hire them as of October 1. We will get them hired immediately as of October 1. They will go into a familiarization program. They'll go into the institution and buddy up with a more experienced officer. As soon as we can get the next academy going, they will go into that academy. They really won't be up to speed until about 60-90 days sometimes after they're hired. And, we'll continue with the overtime situation until that point.

**Governor:** Once this is done, is there any more capacity at Florence McClure?

**Scott Sisco:** Yes, one more housing unit, about the same number of beds. 98 beds in Unit 10, is still vacant at this time.

**Governor:** Do you have a projection for when you believe that will be full?

**Scott Sisco:** We don't. We just recently got in the spring JFA projections. Again, we're kind of pushing back a little bit and saying, look the state is growing again, are you sure you're good with these numbers. We do tentatively plan to put in our agency request budget a request—

because this one won't be going until 2017, we'll have to re-request this and then we'll also ask for the other unit probably in the beginning of 2018.

**Governor:** Thank you Mr. Sisco. Board Members, any questions with regard to agenda item 7A?

**Secretary of State:** No Governor.

**Governor:** Okay, will you proceed with 7B?

**Scott Sisco:** The second part of this is for Prison Medical Care. Just as information, we're budgeted about \$1,052.72 in this biennium in medical care for each inmate that we have. Right now, our total projections, at the time that we wrote the request, we were about 549 inmates over, as of yesterday, we're 689 inmates over the total projections for male and female both throughout the state.

We've managed to absorb almost all of this through salary savings and other things throughout the Department. We're actually hoping we can even bring this down a little bit more by the time we get to June 30<sup>th</sup>. One of the advantages of the legislature extending the date until the 30<sup>th</sup> is we can go right up to the end. The closer you get to the end of the year the more accurate you can get with payroll projections and things like that where we can move it around. Right now, this is the number that we're looking for.

Basically, this actually comes down to about three different treatments. It's HIV medicine. It's Hepatitis C medicine and it's dialysis. These three items alone more than—the amount that we've expended are more than what was budgeted in these three items alone. Totally, like I say, it does have to do with the total population.

**Governor:** Thank you Mr. Sisco. I wanted to make sure that you clarified that and you did is, we're way ahead of where we thought we were going to be. It's not a matter of management. Drugs are expensive and as you say, we have that many more inmates then we thought we were going to have.

**Scott Sisco:** That's correct.

**Governor:** Yeah. And then, as we move on to building the budget, that will be taken into consideration with regard to your budget request?

**Scott Sisco:** Yes. The way our budgets are built, what we actually spend in the base year creates the base for the next year along with an inflationary factor.

**Governor:** Thank you very much. Other questions from Board Members?

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve the request for general fund allocation from the IFC Contingency Account as presented in agenda item 7A and B, is there a second?

**Secretary of State:** I'll second that Governor.

**Governor:** Madam Secretary has seconded the motion. Any questions or discussion? Hearing none, all in favor, say aye. [ayes around] That motion passes 3-0. Thank you very much.

**\*8. FOR POSSIBLE ACTION – APPROVAL OF SETTLEMENT WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) IN THE FORM OF A CONSENT DECREE**

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

**A. Department of Transportation – Administration**

The department requests settlement approval in the form of a consent decree to settle a complaint to be filed with the United States District Court for the District of Nevada by the EPA and the Nevada Division of Environmental Protection alleging the department violated Section 301(a) of the Clean Water Act, 33 U.S.C. Section 1311 (a) by discharging pollutants in stormwater. By agreeing to entry of the consent decree, the department makes no admission of law or fact with respect to the allegations in the complaint. The parties believe the consent decree has been negotiated in good faith and will avoid litigation and that it is fair, reasonable and in the public's interest.

**Comments:**

**Governor:** Agenda item number 8 we are pulling from the agenda. This is the approval of settlement with Environmental Protection Agency in the form of a consent decree. Just for everyone's benefit, we want to be absolutely certain that we're in compliance with the open meeting law. The amount of the settlement was not included in the description on the agenda. For everyone's benefit, its \$120,000, but I think it is prudent to make sure that we include that within the description on the agenda. Also, from my understanding, we can hear this next month, that we also include a copy of the consent decree as well. I'm told anecdotally that this will not jeopardize the agreement with the EPA in any way, it will just be a matter of continuing this on for another 30 days.

**\*9. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

Nine leases have been submitted to the Board for review and approval.

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

**Comments:**

**Governor:** That will bring us to agenda item number 9, Leases. Mr. Wells.

**Clerk:** Thank you Governor. There are nine leases in Exhibit 1 for approval by the Board this morning. No additional information has been requested by any of the Members on this item.

**Governor:** I have no questions, Board Members?

**Attorney General:** Move to approve.

**Governor:** Attorney General has moved to approve the leases presented in agenda item number 9, is there a second?

**Secretary of State:** I second.

**Governor:** Second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor, say aye. [ayes around] Oppose, no. That motion passes 3-0.

**\*10. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Sixty independent contracts have been submitted to the Board for review and approval.

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<b>Motion By: Attorney General</b>	<b>Seconded By: Secretary of State</b>	<b>Vote: 3-0</b>
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**Comments:**

**Governor:** We'll move to agenda item number 10, Contracts. Mr. Wells.

**Clerk:** Thank you Governor. There are 60 contracts listed in Exhibit 2 for approval by the Board this morning. Members have requested additional information on the following: Contract number 11 between the Governor's Office of Economic Development and Brad Mamer, which was discussed along with agenda item 5B. Contract number. 19 between the Charter School Authority and Infinite Campus. Number 20 between the Charter School Authority and ShoutPoint, Inc. This contract is related to number 22, under agenda item 11. Contract number 27 between the Division of Healthcare, Financing and Policy and HP Enterprise Services. Contract number 50 between the Public Utilities Commission and Energy + Environmental Economics. Contract number 57 between DMV and QLESS. Contract number 56 has been withdrawn at the request of the agency in order to clarify certain information prior to its approval.

**Governor:** Thank you Mr. Wells. I'm not sure if number 11 was pulled out at my request. I think there's a sufficient record because of the other agenda item that we did. I don't need to have that one called out, do any of the other members? I'll take that as a no.

**Secretary of State:** No.

**Governor:** All right. Then, let's move to number 19 and 20, which are the Charter School Authority.

**Patrick Gavin:** Thank you Governor, Patrick Gavin from the State Charter School Authority, for the record. I'm accompanied by my ASO, Jessica Hoban.

**Governor:** If you would just take us through the contracts and what they do.

**Patrick Gavin:** Certainly. The first contract with Infinite Campus is the renewal and extension of the contract for the Statewide Student Information System that is mandated by the Department of Education for all school districts and for the Charter School Authority. We are currently in the fourth year of that agreement. With Infinite Campus, we were the second local education agency in the state to bring IC on board. This will bring us through to the end of that four-year

term. We also anticipate that once the state executes its full statewide contract, there will be some changes to how this rolls out for us as well.

ShoutPoint is a related contract. It is a service that piggybacks on top of Infinite Campus to allow for emergency communication and other notifications to parents, typically via either email, SMS or auto-dialer recorded messages that school is canceled, those kinds of things so that parents are aware of issues and there's a mechanism for ensuring that everyone is notified in a timely manner.

**Governor:** At least my impression is, it's worked extremely well.

**Patrick Gavin:** Absolutely sir.

**Governor:** And, this may have been brought up in other context, but there are no issues associated with data security, are there?

**Patrick Gavin:** No sir. Actually I have—I can send you—I do have it, I printed it out, my bad. We have the most recent security audit for Infinite Campus. They contract with a third-party to audit their security policies. In addition, the telecommunications provider also has provided the information that they submit to the FCC related to their data privacy practices as a telecommunications provider, they're subject to the same expectations as any telephone company would be.

**Governor:** And there have been no breaches up until this time.

**Patrick Gavin:** There have been no breaches as a result—there's been no issue with either of these contractors sir.

**Governor:** Thank you. Questions from other Board Members on these two contracts? Madam Secretary, any questions?

**Secretary of State:** No Governor.

**Governor:** All right, thank you very much. That brings us to contract number 27, correct Mr. Wells? This is with HHS and HP Enterprise Services. Good morning. Let me just tell you where I'm at. At least what I'm seeking is, it's \$158 million, but it really isn't. If you could kind of clarify what this contract does and what that \$158 million figure really means.

**Sandie Ruybalid:** Thank you. As you know in February, we gained approval from the Board to upgrade our MMIS system which is the Medicaid Management Information System. It's the system that processes our Medicaid claims to providers. At that time, we only added the scope of that work which was \$45 million. We did not extend pricing for the operations. So that pricing actually expires June 30, 2016. We have since renegotiated that pricing and that's what we're here to ask for approval of today. The period of the extension pricing is July 1 to June 30, 2020.

**Governor:** Will you just state your name for the record?



**Sandie Ruybalid:** Oh, I'm sorry. Sandie Ruybalid, I'm the Chief of Information Services for the Division of Health Care, Financing and Policy. I have with me, Bonnie Long, she's my ASO.

**Governor:** All right. Questions from other Board Members? All right, thank you. I just wanted to make that clear for the record. I made it easy, right?

**Sandie Ruybalid:** Thank you so much.

**Governor:** All right, thank you. Contract number 50, PUC and Energy + Environmental Economics.

**Lina Tanner:** Good morning Governor, Board Members, Lina Tanner, I'm General Counsel for the Public Utilities Commission and with me is Stephanie Mullen our Executive Director.

**Governor:** Good morning. Essentially, this is a high profile issue, at least lately, so I thought it was important for you to talk a little bit more about exactly what this contract will do.

**Lina Tanner:** Do you want to do the run through and I'll answer any details.

**Stephanie Mullen:** Sure. The PUC received a letter from the Legislative Committee on Energy requesting an update of the 2014 E3 Study be done. We have the funds available to us in 2016 to perform the update, so we were able to comply with the request. The Legislative Committee on Energy outlined the scope of the study. We were able to share that information with E3 so they could begin their work.

**Governor:** Can you talk about net metering a little bit?

**Lina Tanner:** Absolutely. So, just a little bit of history for you, Governor. The E3 Study was a result of AB 428, from the 2013 Session. The final report essentially dealt with—I'm going to give a broad overview—a comparison between the utilities scale solar and rooftop solar and the cost analysis between those two types of solar production. That final report was dated July 2014. Through the NEM docket, which as you know, we all know is fairly hotly contested, every party used that report in a sense to their own benefit because there are pieces of it that support both sides of the issue. The issue primarily being, is there a cost shift between rooftop solar customers and non-rooftop solar customers based on the price of utility scale solar.

At the time of the report, the price of solar was quite a bit higher than it is today. I don't have that in front of me, but I believe it was about \$110-\$120 per megawatt hour. At that time the Commission has always looked at it as a snapshot in time. At that time, based upon that dollar value of utility scale solar, the report did indicate there was a net benefit to all customers of Nevada of approximately \$36 million. However, the report also has a page that list out some sensitivities that would need to get taken into consideration if something changed, such as the price of solar. The price of utility scale solar, in the report, the sensitivities that they used, they used a range from \$80 per megawatt hour up to \$100 per megawatt hour. The report noted that if the cost of solar went down to \$80 per megawatt hour, there actually would be a fairly significant cost shift on to non-NEM customers in the amount of \$222 million.

Today, we have some of the lowest utility scale prices of solar in the world. We're looking at under \$50 per megawatt hour. The question is, can you take that presumption, based upon the drop to \$80, down further and what would that cost shift in fact be if you were looking at that number of under \$50 a megawatt hour. Nobody has the answer to that. I did listen in on your New Energy Task Force. They had a TAC Meeting with the Distributive Generation TAC back in April and one of the employees of E3 came and gave a presentation and I believe the Chairman actually asked that specific question. He said, "well yes, I presume so, but we don't have what those actual numbers would look like". They did do a slide—I brought it here, but I can certainly send it to you to review at your leisure, but they did a slide about, okay at this point in time, we at least have to look at that \$80. We would caution you to look at what that number is with that \$80 figure, even though we now know we're quite a bit below that.

My understanding we didn't ask for this study, the Legislative Committee on Energy did I think they're essentially of that mindset. Let's get the most information that we can out of this. Like I said, every party of the NEM docket used it to some degree. I would anticipate that when we do get a final study and we go into our integrated resource planning docket and we go into the general rate case for Sierra Pacific that are both coming up this summer, that the parties are going to most likely enter pieces of this into evidence so that the Commission can consider it, overall, on those dockets when coming up with some decisions going forward.

**Governor:** Will they be taking into consideration there was another study that was just presented by the industry, will they take that into consideration as well?

**Lina Tanner:** I believe so. That's an excellent question Governor. So, what was very clear for our direction from the Interim Committee on Energy was that what they really wanted was an apples to apples comparison. Like I said, the E3 Study really just predominately examines the cost of utility scale solar versus NEM. They did do some analysis of health benefits and costs, what does that mean when you have more renewable energy or solar energy online. There was a lot of talk in the NEM docket about these 11 more environmental factors that needed to be considered, but during the NEM docket the Commission found there just wasn't enough time to go through that. What Solar City presented to the New Energy Task Force, I forget which TAC it was, but is essentially their attempt to go through those 11 factors.

In a sense, if you look at what we're requesting from you today versus what was presented by the solar industry, it's a little bit more apples to oranges because they're taking into account these other factors. That being said, those other factors were directly requested by the presiding officer, the Chairman, in the Innovative Resource Planning docket, "please provide us information so that we can attempt to analyze this".

I think—and I don't want to get too far down into the weeds, but I think part of the issue is no state has ever been able to really get in and analyze those. They're a little bit, legalese, loosey goosey. They're not hard numbers. So do you take into account the costs of what rooftop solar might account for environmentally, like heavy metals and batteries, etc., like that. All of those things are out there for consideration. I think they will get fully vetted to the extent that they have to present that evidence to the Commission. That report, that Solar City report and what we're requesting here today which is simply an update are a little bit more apples and oranges than apples and apples.

**Governor:** What I'm trying to avoid here is for us to get another report and one side saying you didn't consider A, B, C and D. Then we're still in the same place that we've been because that's been I'm sure your frustration as well, is that you come up with a report and what one side or the other will cherry pick on different pieces of it. What I'm hoping is that we can get an independent, definitive report that everyone can point to and say, we have confidence in this and looked at everything. What I'm hoping to avoid is that the rooftop solar industry will say, well this report is no good it didn't include all of these things or for the company, the power provider to say, well you should've considered this, this and this. How far will this report go to avoid that?

**Lina Tanner:** I think I can speak to that a little bit. Thank you for the question, Governor. My understanding, with the original process with NEM, with the E3 report is that they did have a stakeholder group that asked, "please consider certain items". I think at the end of the day, they certainly did what they could with those items that they could quantify with the information that they had. I know some of the concern has been, at least in the media that the E3 report only considered Nevada's energy data, but unfortunately the reality is, that's Nevada Energy's customers, we can't get the data from any other source, or E3 can't get the data from any other source.

That being said, I think that the update process would go through that same stakeholder vetting process and again, I agree with you, everybody can use one page and say, "look there's a benefit", "no look there's a subsidy". So, our position has always been, it's been a snapshot in time. This is not coming from us. I think probably the Interim Committee on Energy has your same thoughts. They just want us, to a sense, be a clearing house to collect it. We'll provide it to them to the extent it's provided to us in a contested docket. We'll certainly use it, vet it. Same with the Solar City, with their environmental Benefit Study that they just released.

**Governor:** Not only your dockets, but I'm pretty certain the results of this report will show up in 2017 at the Legislature. Questions from other Board Members on this agenda item?

**Secretary of State:** No thank you, Governor.

**Governor:** Thank you very much, that was very helpful. Mr. Wells, number 56 is off, correct? Number 57 is DMV. Ms. Albertson, I see you there. Good morning.

**Tonya Laney:** Good morning Governor, Members of the Board. I'm here today, this is a contract amendment for QLESS System which is our virtual queue system that our customers enter when they come into 12 out of our 18 field services offices. This amendment to the contract is to give a date parameter to the access reports that we pull to track our wait times within the offices as well as numbers of customers booking appointments and showing up for those appointments in those offices we have the QLESS System implemented in.

**Governor:** Will you state your name for the record?

**Tonya Laney:** Oh, thank you. Tonya Laney, Administrator of Field Services for the Department of Motor Vehicles.

**Governor:** I had asked this—I ask this every time it comes up, Ms. Albertson knows this. I think that the system is working extremely well. If you could talk a little bit about the wait times and people showing up for appointments.

**Tonya Laney:** Absolutely. We have found that the appointments have been very successful. The data that we're looking at right now, which the date parameter on those reports will help us to do, is to look and see how many of the appointments we have available in the offices are being utilized by customers and how many customers are showing up for those appointments. Right now, we're only seeing a 30% no-show rate on our appointments, which is much, much lower than the other jurisdictions that we reached out to before we implemented the system. They had anywhere between a 60-70% no-show on their appointments, either because customers would walk-in earlier and be seen in the office or they would discover that one of their transactions could be done online. They were opting to do that and then not canceling their appointments and then just not showing up in the offices. We're really happy with the results that we're seeing in the appointments so far.

On the other side of that, we're also seeing that when the customers make the appointments, they're getting their messages. They're getting reminders from us. We give them the option to leave the system if they're not going to show up for their appointment. That's also reducing that no-show percentage. It's also giving better wait time forecasting for our customers that walk into the offices. If you're an appointment, you come in within your appointment time and in the data we've been able to track, they're being served no later than 3-4 minutes from their appointment time that they book in our offices.

Obviously our appointments will take priority over our walk-in customers. We are hoping that we can shift to where the bulk of our customers that we see in a day are appointments. At this point in time, in the five metro offices that we have the appointments in, we are still seeing that if you go on in the morning, you can still get a same day appointment. We are not seeing 100% utilization yet of the appointments that we have available. We're trying to do that outreach with the customers. When they come in, we remind them, you know, "we see you were a walk-in customer today, we just want to remind you that we have these services available online". "Or we have appointments available for you". We are trying to get that information out there so that we can become more appointment heavy and then the appointments will be more of the norm, rather than the walk-ins and only a few people having appointments and getting in and out of the offices.

Our wait times in the offices have gone down drastically from where we were last year. We've seen, on average, an hour decrease in wait times across our metro offices between last year and this year, just with the implementation of the new options that we offer with QLESS.

**Governor:** That's all great news.

**Tonya Laney:** Yes.

**Governor:** As we know, DMV touches everybody.

**Tonya Laney:** Yes.

**Governor:** I think part of it though is knowing, right, that you know exactly how long you have to wait or with the appointment, you can continue to be at work, be at home, whatever it is that you're doing and have the confidence to go into the office and know that that time is going to be respected. I think that's the biggest thing. People expect that they're going to have to wait, but when it goes beyond that, I think that's when the frustration happens. I'm really happy to hear and hopefully as time moves on, we get this new building, which will be up in the fall is my understanding, hopefully that will improve the wait times that much more.

**Tonya Laney:** In the Flamingo Office, we just installed a new information counter in that office as well. The old information counter had two technicians available to serve anywhere between 1,200 and 1,500 customers a day that came in the doors for that initial contact to get them in the appropriate queue. With the new information counter, we had an old one that was sitting up in the rafters getting ready to be tossed, we put it into our Flamingo Office and we can house 6-8 technicians at that counter now. We're hoping to see a decrease in the wait times in that office as well moving forward. We're always looking for things we can do to decrease the wait times because it's a benefit to us and to our citizens.

**Governor:** One other thing. I'm not sure who it was but there was a column in the Las Vegas newspaper about the new so-called Road Warriors experience, but the wait times wasn't the most important thing. The most important comment for me was how pleasant your staff was. I think that really goes a long way in terms of how they interact with the public. A lot of that is how you perform when no one is really looking. This person had no idea that this person they were serving was a journalist. They were pleasant and that's what I hear quite often amongst everyone. So, if you could convey my appreciation for the way that employees at DMV conduct themselves and treat the public because that's another thing. Respectfully, no one likes going to DMV. That's just the way it is, but if you can be, as you said, respectful of people's times once they get there, treat them with respect and be pleasant, that really makes a difference, so thank you.

**Tonya Laney:** Absolutely. I really appreciate that comment. We do—our management, we have a very new higher level staff. We have a new Director, a new Deputy Director. I, myself as the Administrator have been in the new position. Our focus really is customer service. Our customers may have to wait but when they get to the window, if you're pleasant, it's going to make that experience that much better. It's definitely something that we're taking a hard focus on. We appreciate that.

**Governor:** Thank you. Questions from any of the other Board Members?

**Secretary of State:** Yes, Governor.

**Governor:** Madam Secretary.

**Secretary of State:** Thank you. And thank you for the comments. I was just curious, I just had somebody tell me about their experience at DMV. When you said that you have decreased an hour, could you tell me what the average time is for somebody to go in and get a driver's license? What's an average wait time? Because all you said was you decreased it by an hour, but what did you mean would be an average wait time?

**Tonya Laney:** So, last year at this time our average wait in our metro offices were between two and two and a half hours. So now, we're serving most of our customers under an hour. At this point in time, we don't separate out driver's license versus registration. They all go into a general queue which is all other DMV services and right now all those customers are being served, on average, within the hour. That's from the time they check in, until they get to a window.

**Secretary of State:** Okay. And I just want you to know that from her car door, going and coming was an hour and she was absolutely thrilled because she was there thinking she'd be there three to four hours. She was thrilled that she got in and out in an hour. I want to echo what the Governor said, she also said, this was at your Flamingo Office, that the experience was very well received and the person that waited on her couldn't have been more pleasant. She said it made that hour not so bad, as you had indicated. Thank you for that. Thank you Governor.

**Governor:** Thank you Madam Secretary. Any further questions? Thank you.

**Tonya Laney:** Thank you very much.

**Governor:** You're welcome. All right, Mr. Wells, I don't have any others, so if there are no further questions, the Chair will accept a motion to approve Contracts 1-55 and 57-60.

**Attorney General:** I move to approve.

**Secretary of State:** Governor, can you just make sure that 56, did you exclude 56?

**Governor:** I did. I said, 1-55 and 57-60.

**Secretary of State:** Oh, okay. I'm sorry, I didn't hear that part. I apologize. I'll second it, thank you.

**Governor:** Attorney General has moved for approval of the Contracts 1-55 and 57-60. The Secretary of State has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye. [ayes around] Oppose, no. That motion passes 3-0.

## **11. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 3](#)) - INFORMATION ITEM**

Pursuant to NRS 333.700, subsection 7 (a), the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 – \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from April 20, 2016 through May 16, 2016.

Sixty-seven independent contracts have been submitted to the Board for review.

### **Comments:**

**Governor:** We'll move to agenda item number 12, information items, Mr. Wells.



**Clerk:** Thank you Governor. There were 67 contracts under the \$50,000 threshold that were approved by the Clerk between April 20 and May 16, 2016. This item is informational only but Members have requested additional information on contracts 48-57, which are from the Department of Conservation and Natural Resources to implement the Nevada Conservation Credit System Initiative.

**Governor:** It's my mistake. I'm going to make sure for clarity on the record that this is agenda item number 11, not number 12. All right, Mr. Lawrence. Good morning, I think it's still morning, isn't it? In any event, I asked for this to be held out, I thought it was incredibly important and relevant to sage-grouse and our efforts and the programs that we've developed that are frankly becoming the subject of a lot of positive attention.

**Jim Lawrence:** Thank you, good morning Governor and Members of the Board. For the record, my name is Jim Lawrence, I'm the Deputy Director for the Department of Conservation and Natural Resources. To my left, I'd like to please introduce Jennifer Celeo, who is our new Sage Brush Ecosystem Program Manager. She's hit the ground running and has been in the position for a few weeks now.

It's an absolute pleasure actually to be up here and talking about these 10 contracts. In some ways it's hard to figure out exactly where to start. So much has been discussed about the sage-grouse. Going back to last fall, I think as everybody knows, the BLM and the Forest Service adopted their land use plan amendments for the greater sage-grouse and at the same time the US Fish and Wildlife Service came out with the decision that a listing was not warranted for the greater sage-grouse.

A lot of discussions went into those documents and the final documents and the review. A couple of positive outcomes that came out of those was in the land use plan amendments for the BLM and the Forest Service, two specific things to the Credit System. One is, Nevada's credit system was specifically mentioned as a mitigation option. That was really a big deal to have the federal agencies come out and specifically call out the State Mitigation Program. I don't think that happened in other states.

The other, as a result of the credit system, while the land use plan amendments we were disappointed had disturbance gaps in them there is specific to Nevada that no other state got was a variance to any disturbance gaps or possible variance. There's an approval process, but a large reason for that variance was the fact that we had the credit system.

So, those two decisions came out last fall. These contracts really are for us to continue all of the momentum with our credit system. One of the exciting components about it is that in determining disturbance versus habitat improvements, there hasn't been a consistent tool that can be utilized time after time, based on science, that give you kind of an equivalent metric for measuring positives or negatives to the habitat. Part of our tool is to have on the ground field verifications.

Last March, a requirement of the system is that if folks are going to be using the credit system, you have to have individuals who have gone through the training and are verified in being able to use the GIS tools and the field information. We put out the advertising for those. It's a three-day training session. Had no idea what the appetite would be or how much demand there would be. Within a week, we were closing it off. We had over 50 people attend. Every account that I



got back was that it was very well received and folks are really excited about being able to utilize the tools in our credit system.

The contracts that you have before you are 10 separate individual, basically consulting firms, that went through the three-day training. They're now verified by the state as kind of being experts in administering our credit system and they're now ready to go to basically utilize the tools. There's another two firms that went through the training as well. I think those two contracts are going to be coming on board sometime real soon. It just took a little bit longer to get those contracts in place.

What's really important about these contracts is they're necessary for the field work for the credit system. At the same time, we're working with anywhere between 5-10 land owners to actually do habitat improvement projects to get credits on the bank. Because we're kind of leading the way here in the west, we're getting calls all the time from people that want to participate in the system. Asking what they can do to basically improve habitat on their property. We're getting calls—I got a call from Saskatchewan, somebody interested in what we're doing and seeing if they could basically take what we're doing here and take that knowledge up to Canada. We've gotten calls from folks that do mitigation work from as far away as North Carolina, interested in what we're doing.

It really is exciting, having this step in the process and getting private sector and private companies trained in our state system so that they can go out and use the field tools. It's a really important and exciting step. As you can tell, I like to talk about it, so I apologize if I went on too long.

**Governor:** Not at all. I wanted to give you the forum to do that and congratulate you because it wasn't always that way. This credit system is something that really wasn't recognized for what it could be and what it is now. I asked you to come up here today just for a little bit of validation. Thanks for your hard work and everybody associated with you because it's just another piece to that puzzle. I mean, I'm not satisfied with the entire outcome with that non-listing and that's an ongoing issue. This piece of it is something that Nevada can really stand proud with as we move forward. As you say, it's becoming not only a national model but an international model. That's really exciting and something to be proud of, so thank you.

**Jim Lawrence:** Thank you Governor. I do appreciate that. If I may, I appreciate the compliments, but it's been such a large effort from your cabinet members, Director Drozdoff, Director Wasley, Director Barbee, part of the program and their leadership in getting this going. And then, the Sage Brush Ecosystem Program and the team, they've just done phenomenal work to get this up and running. It's new and exciting but sometimes things that are new are a little bit more challenging. We've had tremendous support from the Budget Office, Purchasing Division, Governor's Office, your staff and really just kind of helping us through the process to get this going.

**Governor:** Thank you. Other questions from Board Members? Thank you again. And welcome aboard. Mr. Wells, any other items in agenda item number 11?

**Clerk:** No Governor.

## 12. INFORMATION ITEM

### A. Fiscal Year 2016 – 3<sup>rd</sup> Quarter Overtime Report

#### Comments:

**Governor:** We'll move on to agenda item number 12, more information items.

**Clerk:** Thank you Governor. There are three information reports under agenda item number 12. The first is the Overtime Report for the 3<sup>rd</sup> Quarter of FY16. Overtime and accrued comp time accounted for \$27,500,000 or almost 4% of total pay for the first three quarters of FY16. That represents a 21.8% increase from FY 2015. The highest dollar amount for those three quarters is the Department of Corrections at \$8,218,000. You're seeing that primarily at High Desert with almost \$2 million, Ely State Prison with \$1.4 million, Prison Medical is just over \$1million and Southern Desert is just under \$1million. The highest as a percentage of total pay for the three quarters is the Department of Public Safety at 8.08%, followed closely by the Department of Corrections at 8.07%. The top three increases by dollar, comparing the first three quarters of 16 to the same time period in FY15, the Department of Corrections is up about \$2.5 million. Health and Human Services is up about \$1.5 million. The Department of Transportation is up about \$730,000. In this quarter, NDOT replaced the Department of Public Safety as the third highest increase by dollar.

Conversely, two Departments have decreased their overtime and comp time by more than \$100,000. The Department of Administration by \$439,000 and the Department of Veterans Services at \$106,000. This is down from three in the prior quarter as DETR dropped below the \$100,000 decrease from the prior year.

As we recognize there are certain trends over biennium, such as the Department of Administration which does the budget in odd numbered years, the following is a comparison to FY14. Corrections is up almost \$4 million over that two-year period. Health and Human Services is up \$2.5 million over that two-year period. Transportation up \$1 million and Administration is up about \$5,000. Veterans Services is still down about \$128,000 comparing FY16 to FY14. Those dropping off the list, Public Safety still had an increase of \$1M from FY14 to FY16 and the Department of Employment, Training and Rehabilitation decreased by \$15,000 over that same time period.

On an upward trend, we see the Departments of Health and Human Services, Corrections, Public Safety and Transportation and a couple other much smaller ones, on a three-year trend increasing. Veterans Services and the Office of the Military we show on three-year decreasing overtime and accrued comp time. Most of the agencies are flat and don't have any noticeable long-term trend.

If there are any questions on the Overtime Report, I think I'll answer those first.

**Governor:** I have none. Board Members? Please continue.

### B. Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS 321.5954, the Department of Conservation and Natural Resources, Division of State Lands is submitting a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program.

**Comments:**

**Clerk:** Thank you Governor. The second item is an informational report required pursuant to NRS 321.5954 for the quarter ending March 31, 2016. This is in regards to lands or interest in lands that are transferred, sold, exchanged or leased under the Tahoe Basin Act Program or the Lake Tahoe Mitigation Program. There were no land transfers or interests in lands or acquisitions of lands, during the quarter for either of those two programs.

**C. Department of Health and Human Services – Division of Healthcare, Financing and Policy**

This disclosure reports a correction to the contract effective date between the Division of Healthcare Financing and Policy and the Office for Consumer Health Assistance (CETS #12193). The contract effective date posted on the June 14, 2011 and May 14, 2013 Board of Examiners agenda was July 1, 2011; however, the correct effective date is June 14, 2011. Additionally, the contract amendment amount posted on the May 14, 2013 Board of Examiners agenda was \$382,584; however, the correct amendment amount is \$411,791.

**Comments:**

**Clerk:** The final information item is a disclosure of a correction to a contract between the Division of Healthcare, Financing and Policy and Consumer Health Assistance. The contract effective date and the amendment amount posted on the contract summary and the original agendas did not match the actual contract language. We found this when we were doing a second amendment to that contract. Those have now been corrected in the system.

**Governor:** Board Members, any questions with regard to agenda item number 12?

**Secretary of State:** No Governor, thank you.

**13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**Comments:**

**Governor:** We'll move to agenda item number 13, any Board Member or public comment here in Carson City?

**Secretary of State:** Nothing in Las Vegas.

**Governor:** Thank you Madam Secretary.

**\*14. FOR POSSIBLE ACTION – ADJOURNMENT**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** Is there a motion to adjourn?

**Attorney General:** Move to adjourn.

**Secretary of State:** Second.

Respectfully submitted,

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JAMES R. WELLS, CLERK

**APPROVED:**

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GOVERNOR BRIAN SANDOVAL, CHAIRMAN

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ATTORNEY GENERAL ADAM PAUL LAXALT

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SECRETARY OF STATE BARBARA K. CEGAVSKE



**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
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Date: May 27, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Kim Perondi, Budget Analyst  
Budget Division

A handwritten signature in blue ink, appearing to read "K.P.", is written over the name "Kim Perondi".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**Nevada State Department of Education**

vs.

**Regents of the University of California, UCLA Graduate School of Education,  
Smarter Balanced (aka "UC")**

**APPROVAL TO ACCEPT A SETTLEMENT:**

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

**Agenda Item Write-up:**

**Department of Education**

The department requests settlement approval to accept goods and services from Smarter Balanced in the total amount of \$996,895.00 to fully resolve a contract breach regarding the delivery of Nevada's 2014-15 Criterion Referenced Test (CRT) of which the majority of Nevada's students were unable to successfully complete.

The settlement agreement requires Smarter Balanced to retain at their expense, a qualified, unaffiliated firm to conduct a study of the testing system; retain a qualified, unaffiliated firm to conduct a study of Nevada's data; develop a statement of work to procure enhancements to the test delivery system with appropriate standards of quality and performance; and to provide support and training to Clark County, which experienced the most significant testing challenges.

The results of the studies required as part of this settlement agreement must be completed by June 2016. Training materials were sent to Clark County on or around March 17, 2016.

Additional Information:

Settlement Agreement attached

Statutory Authority:

Article 5, Section 21 of the Nevada Constitution

REVIEWED: \_\_\_\_\_

ACTION ITEM: 3

**BRIAN SANDOVAL**  
*Governor*

**STEVE CANAVERO, Ph.D.**  
*Superintendent  
of Public Instruction*

**STATE OF NEVADA**




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May 27, 2016

**MEMORANDUM**

**TO:** Kim Perondi, Budget Analyst  
Governor's Finance Office

**FROM:** Steve Canavero, Ph.D.   
Superintendent of Public Instruction

**SUBJECT:** Board of Examiners Review of Settlement of Department of Education's Claims  
against the Regents of the University of California Smarter Balanced

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**Background:**

In December of 2014, the Regents of the University of California, UCLA Smarter Balanced (UC) and the Department of Education entered into a contract wherein UC agreed to provide various goods and services to the State of Nevada for compensation. The Contract was approved by the Board of Examiners.

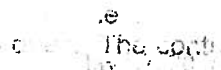
For its work related to implementation of the Basic Assessment System, UC was to be paid \$1,326,031 in the form of membership dues. The contract identified Measured Progress as a third party vendor.

The majority of Nevada students were unable to successfully complete the CRT assessment, thus the delivery of the CRT was not acceptable to the Department or Nevada students.

The Department notified UC of its breach of the Contract related to the testing failures, and the parties have since engaged in discussions related to resolving the breach as well as any and all issues related to the CRT testing failures.

**Settlement:**

After negotiations regarding the breach, Nevada and UC reached a settlement agreement on April 29, 2016. The settlement agreement requires that NDE shall receive a credit of \$996,895 against 2015-16 membership fees payable to UC. UC shall retain a qualified firm unaffiliated with UC to conduct a study of the open source testing system to evaluate its quality and performance. UC shall also retain a qualified firm unaffiliated with UC to conduct a study of Nevada's data, to evaluate the validity of the 2015 CRT scores of Nevada's students. Additionally, UC shall develop a statement of work to procure enhancements to the test delivery system for consistency with the appropriate standards of quality and performance. Finally, UC shall provide support and training to Clark County, which experienced the most significant testing challenges. The settlement was negotiated and approved by the Attorney General's Office.





## Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into as of the 26<sup>th</sup> day of April 2016 ("Effective Date"), by and between the Regents of the University of California, by and on behalf of its Los Angeles campus, including Smarter Balanced, a part of the UCLA Graduate School of Education and Information Studies ("UC"), and the Nevada Department of Education ("Member"), a political subdivision of the State of Nevada (each, a "Party" and collectively, the "Parties").

### Recitals

I. Effective December 9, 2014, UC and Member entered into a contract (the "Contract") wherein UC agreed to provide certain Products and Services (as defined in the Memorandum of Understanding incorporated into the Contract as Attachment B (the "MOU"), at Exhibit B) to the State of Nevada for compensation. The Contract included obligations on the part of UC for the delivery of items related to the summative assessments, which Member represents are required by NRS 389.550 (the "CRT").

II. For its work related to the CRT, UC was to be paid \$1,326,031.00 in the form of membership dues from Nevada (See, Exhibit C to the MOU).

III. The Contract identified Measured Progress as a third party vendor chosen by Member for the implementation, operation and delivery of the CRT (Exhibit A to the MOU).

IV. The delivery of the CRT was not acceptable to Member or Nevada students and no efforts on the part of UC were accepted by Member as sufficient to resolve the issues that arose during testing, and a majority of Nevada students were unable to successfully complete the CRT.

V. Member and UC have agreed to the terms and conditions contained in this Agreement as a final resolution to any and all disputes between them related to the Contract, including issues concerning the deployment of the CRT.

VI. UC acknowledges Nevada's contention that the majority of Nevada students did not have a successful testing experience, creating a number of challenges within the State and further, UC wishes to work cooperatively with Nevada as provided below.

### Section 1 – Settlement Terms

1.1 The Parties agree that Member shall receive a credit of \$996,895.00 against 2015-16 membership fees payable to UC.

1.2 UC shall retain a qualified firm unaffiliated with UC to conduct a study of the open source testing system to evaluate its quality and performance. This study must be completed by June, 2016 and include conclusions regarding whether the open source testing system is capable of administering a computer-adaptive, criterion referenced test to all Nevada students as well as the steps UC would need to take to have the open source testing system capable of administering a computer-adaptive criterion referenced test to up to fifty thousand (50,000) Nevada students by June, 2016. **Estimated cost to UC: \$250,000.**

1.3 UC shall retain a qualified firm unaffiliated with UC to conduct a study of Nevada's data, to evaluate the validity of the 2015 CRT scores of Nevada's students. This study must be completed by June, 2016 and include conclusions regarding the validity of completed and partially completed 2015 CRTs. **Estimated cost to UC: \$100,000.**

1.4 UC shall develop a statement of work to procure enhancements to the test delivery system for consistency with the appropriate standards of quality and performance, in accordance with professional standards in the industry. This Statement of Work has been completed and included specific steps that UC is taking so that the test delivery system is capable of administering a computer-adaptive, criterion referenced test to up to fifty thousand (50,000) Nevada students by June, 2016. **Estimated cost to UC: \$450,000.**

1.5 UC shall provide support and training to Clark County, which experienced the most significant testing challenges. Clark County requested video training (in lieu of in-person training) to familiarize teachers with the Digital Library. Video training materials were sent to Clark County on or around March 17, 2016. Video production was managed in-house by UC staff. **Estimated cost to UC: up to \$5,000.**

1.6 This Agreement compromises a disputed claim, and the proposed remediation is not to be construed as or deemed an admission of liability. The Parties agree that the agreements, compensation, and promises contained herein effectively address the challenges associated with the CRT, and to mutually release each other from any further actions or claims, as provided below.

## **Section 2 – Mutual Releases**

2.1 In consideration of the terms and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UC hereby absolutely, finally, fully, and irrevocably releases, remises, acquits, and forever discharges Member and its affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, governing board, members, employees, agents, attorneys and insurers (in their individual and representative capacities) from any and all claims of whatever nature and kind, whether known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to any demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether fixed or contingent, including claims arising from or related to, directly or indirectly, the Contract and the 2014-15 CRT under the Contract (the "Released Claims"), subject to Section 2.3 below.

2.2 In consideration of the terms and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member hereby absolutely, finally, fully, and irrevocably releases, remises, acquits, and forever discharges UC, and its affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, governing board, members, employees, agents, attorneys and insurers (in their individual and representative capacities) from any and all claims of whatever nature and kind, whether known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to any demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever,

whether fixed or contingent, including claims arising from or related to, directly or indirectly, the Contract and the 2014-15 CRT under the Contract (the "Released Claims"),, subject to Section 2.3 below.

2.3 Each Party agrees to the fullest extent permitted by law, that it will not initiate or file a lawsuit or other proceeding to assert any of the Released Claims against the other Party. If any such action is brought, this Agreement will constitute an affirmative defense thereto, and the Party against whom the action is brought shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claims. Excluded from the releases provided in Section 2 shall be this Agreement and the obligations and rights arising under this Agreement, and nothing herein shall be construed to release any Party of its obligations under this Agreement.

2.4. UC and Member each acknowledge that it may discover facts or law different from, or in addition to, the facts or law it knows or believes to exist with respect to a released claim. UC and Member nonetheless each agree that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

2.5. UC and Member each expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

UC and Member each acknowledge that it has read all of this Agreement, including the above Civil Code section, and that it fully understands both the Agreement and the Civil Code section. UC and Member each waive any benefits and rights granted to it pursuant to Civil Code section 1542.

### **Section 3 - Representation on Authority of Parties/Signatories**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Each Party further represents and warrants that it has not transferred its rights under the Contract or Agreement to any third party.

### **Section 4 - Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, successors and assigns. This Agreement does not create, and shall not create, any rights in any person who is not a party to this Agreement.

### **Section 5 - Waiver**

Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of that right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any particular occurrence shall be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

WITNESSED BY  
\_\_\_\_\_  
DATE

#### **Section 6 - Time of the Essence**

Time is of the essence for this Agreement and all of its terms, provisions, conditions and covenants.

#### **Section 7 - Entire Agreement**

The Parties declare and represent that no promise, inducement or agreement not discussed in this Agreement has been made between the Parties and that this Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. This Agreement may not be changed or terminated orally, but only by a written instrument executed by the Parties after the date of this Agreement.

#### **Section 8 - Construction**

The terms and conditions of this Agreement shall be construed as a whole according to the Agreement's fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by its attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

#### **Section 9 - Partial Invalidity**

If any term of this Agreement, or the application of any term of this Agreement, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

#### **Section 10 - Necessary Action**

Each of the Parties shall take commercially reasonable efforts to execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

#### **Section 11 - Counterparts**

This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies) or electronic scans of original signatures, which signatures shall be as binding and effective as original signatures.

#### **Section 12 - Notices**

12.1 Any and all notices and demands by or from any Party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or through a commercial overnight delivery service, return receipt requested. If such notice or demand

is served by registered or certified mail in the manner provided, service shall be conclusively deemed given upon receipt, whichever is sooner.

12.2 Any notice or demand to Member shall be addressed to: State of Nevada Department of Education, 700 E. Fifth Street, Carson City, NV 89701; with a copy to: Nevada Attorney General, 100 N. Carson St., Carson City, NV 89701-4717.

12.3 Any notice or demand to UC shall be addressed as set forth on the UC website (as such address may be updated on such website from time to time).

### **Section 13- Miscellaneous**

13.1 The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

13.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places in this agreement in which the context requires such substitution or substitutions.

13.3 The Parties understand and agree that the execution of this Agreement shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.

13.4 To the fullest extent possible, the Parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement, and that it shall not be admissible as evidence in any other action.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

NEVADA DEPARTMENT OF EDUCATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Senior Counsel

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Steve Canavero

Print Name: Steve Canavero

Title: Superintendent

By: Greg Gatt

Print Name: Greg Gatt

Title: Deputy Attorney General


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

NEVADA DEPARTMENT OF EDUCATION

By:   
Print Name: Ira Bryant  
Title: Senior Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Print Name: Steven A. Olsen  
Title: Vice Chancellor & CFO





**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 7, 2016  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Paul Nicks, Budget Analyst  
Budget Division *PN*  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**APPROVAL OF SETTLEMENT WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) IN THE FORM OF A CONSENT DECREE**

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

Agenda Item Write-up:

**Department of Transportation (NDOT) – Administration – Consent Decree including a \$120,000 fine**

The department requests settlement approval in the form of a consent decree including a \$120,000 fine to settle a complaint to be filed with the United States District Court for the District of Nevada by the EPA and the Nevada Division of Environmental Protection alleging that NDOT violated Section 301(a) of the Clean Water Act, 33 U.S.C. Section 1311 (a) by discharging pollutants in stormwater. By agreeing to entry of the consent decree, NDOT makes no admission of law or fact with respect to the allegations in the complaint. The parties believe the consent decree has been negotiated in good faith and will avoid litigation and that it is fair, reasonable and in the public's interest.

Additional Information:

In May of 2012, EPA presented an audit report which identified potential deficiencies in NDOT's compliance with the Clean Water Act. Since then NDOT has worked with the EPA, Governor's Office, NDEP and others to enhance NDOT's stormwater program and improve regulatory compliance. NDOT's remedial action includes, but is not limited to, the creation of the NDOT Stormwater division, new stormwater equipment and stormwater training.

Stormwater improvement projects recently completed or currently under construction add up to over \$33 million in expenditures and nearly \$15 million is allocated for projects scheduled for 2016-2017.

The following are the key compliance requirements for the consent decree:

- NDOT's full compliance with the requirements of the Clean Water Act, including all terms and conditions of applicable NPDES permits.
- Modification of NDOT's Stormwater Management Program Plan (SWMP) to integrate changes of the consent decree.
- NDOT will post an annual report on its website containing specified information including various assessments, budget data, and a discussion of changes to the SWMP.
- NDOT will provide specialized training involved in illicit discharge detection and elimination program, construction site runoff program, post-construction stormwater management program, and the operation and maintenance of NDOT's municipal separate storm sewer system.
- Modification of NDOT's construction site runoff program, post-construction stormwater management program and illicit discharge detection and elimination program as provided in the consent decree.
- Establish a storm sewer system operation and maintenance program as provided in the consent decree
- Submit certain reports or other documents which will be certified by a responsible office at NDOT.
- Copies of the consent decree or a link to the website where it is posted must be provided to certain employees and contractors.
- NDOT will pay a fine of \$120,000 which will be split equally between the EPA and NDEP

Statutory Authority: NRS 41.037

REVIEWED: <u>SM</u>
ACTION ITEM: <u>4</u>



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

Transportation Division  
1263 South Stewart Street, Room 315  
Carson City, Nevada 89712

ADAM PAUL LAXALT  
*Attorney General*

WESLEY K. DUNCAN  
*First Assistant Attorney General*

NICHOLAS A. TRUTANICH  
*First Assistant Attorney General*

June 15, 2016

Hand Delivered

**RECEIVED**

JUN 15 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Mr. Paul Nicks  
Budget and Planning Division  
Board of Examiners  
209 East Musser Street, Rm 200  
Carson City, Nevada 89701


Re: **Revised Date on Memo**  
Agenda Item for July 12, 2016 Meeting of the Board of Examiners  
Proposed Settlement (Consent Decree)  
United States Environmental Protection Agency ("EPA")

Dear Paul:

Enclosed is the Nevada Department of Transportation's submittal for the July 12, 2016 Board of Examiners board agenda. *This memorandum has a revised date and replaces the package submitted on June 7, 2016.* This proposed settlement memorandum has been signed by the Director of the Nevada Department of Transportation and includes an attachment of the Consent Decree. Should you have any questions regarding this information, please don't hesitate to call our office and speak to Dennis Gallagher at 775-888-7423.

Sincerely,

ADAM PAUL LAXALT  
Nevada Attorney General

By   
Alice G. Coffman, Supervising Legal Secretary  
Transportation Division  
775-888-7412

/agc  
Enclosure



**MEMORANDUM**

1263 South Stewart  
Street  
Carson City, Nevada

**RECEIVED**

June 7, 2016

JUN 15 2016

**To:** Board of Examiners  
Governor Brian Sandoval  
Attorney General Adam Paul Laxalt  
Secretary of State Barbara Cegavske

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**From:** Rudy Malfabon, Director, Nevada Department of Transportation  
Dennis Gallagher, Chief Deputy Attorney General

**Subject:** Proposed Settlement (Consent Decree) of a complaint by the United States of America on behalf of the United States Environmental Protection Agency ("EPA") and the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection ("NDEP") against the Nevada Department of Transportation ("NDOT") (collectively "the Parties")

---

**SUMMARY**

NDOT requests approval to settle a complaint to be filed in The United States District Court For The District of Nevada by the EPA and NDEP alleging that NDOT violated Section 301(a) of the Clean Water Act, 33 U.S.C. Sec. 1311(a), by discharging pollutants in stormwater in violation of the terms of National Pollutant Discharge Elimination System ("NPDES") Permit Number NV0023329 which authorizes storm water and certain non-storm water discharges from NDOT's municipal separate storm sewer system. Concurrently a proposed settlement in the form of a Consent Decree will be filed with the District Court. A copy of the Consent Decree is attached.

In May of 2012, EPA presented an audit report which identified potential deficiencies in NDOT's compliance with the Clean Water Act. Since then NDOT has worked with the EPA, the Governor's Office, NDEP and others to enhance NDOT's stormwater program and improve regulatory compliance.

By agreeing to entry of the Consent Decree, NDOT makes no admission of law or fact with respect to the allegations in the Complaint. For the purposes of avoiding litigation, however, NDOT agrees to the requirements of the Consent Decree, subject to the approval of the Board of Examiners.

The Parties believe the Consent Decree has been negotiated in good faith and will avoid litigation and that it is fair, reasonable, and in the public interest.

## **BACKGROUND**

As previously noted after receipt of the EPA report NDOT has worked with the EPA, the Governor's Office, NDEP and others to enhance its stormwater program and improve regulatory compliance. NDOT's remedial action includes, but is not limited to, NDOT's request in 2015 for an additional \$13.1 million dollar budget amendment from the State Legislature to fund a new Stormwater Division within NDOT. That budget amendment included 59 stormwater positions (including a new Deputy Director position), an allocation of \$7.6 million in new stormwater equipment, and additional funding for stormwater related training, operations and travel. Stormwater improvement projects recently completed or currently under construction add up to over \$33 million in expenditures, and nearly \$15 million is allocated for projects scheduled for 2016-2017.

In addition, the State Legislature enacted new legislation which granted NDOT's Director new powers to enforce discharge permitting requirements. These new enforcement powers authorize the Director to conduct an independent investigation of any act that may constitute an unauthorized discharge onto a state highway, within a right-of-way or into, onto or by way of a conveyance system or for a violation of an encroachment permit issued by the Director. The legislation empowers the Director to impose a civil penalty of up to \$25,000 per day for any violation and further provides that the Director may request that the Nevada Attorney General institute a criminal prosecution of the violation. The legislation also established the Advisory Committee on Transportational Stormwater Management to enhance transparency and communications with affected stakeholders.

## **KEY COMPLIANCE REQUIREMENTS**

The proposed Consent Decree contains a number of key compliance requirements which include:

- NDOT's full compliance with the requirements of the Clean Water Act, including all terms and conditions of applicable NPDES permits.
- Modification of NDOT's Stormwater Management Program Plan ("SWMP") to integrate changes contained in the Consent Decree.
- NDOT will post an Annual Report on its website containing specified information including various assessments, budget data and a discussion of changes to the SWMP.

- NDOT will provide specialized training for employees involved in the illicit discharge detection and elimination program, construction site runoff program, post-construction stormwater management program, and the operation and maintenance of NDOT's municipal separate storm sewer system.
- Modification of NDOT's construction site runoff program, post-construction stormwater management program and illicit discharge detection and elimination program as provided in the Consent Decree.
- Establish a storm sewer system operation and maintenance program as provided in the Consent Decree.
- Submit certain reports or other documents which will be certified by a responsible officer of NDOT.
- Copies of the Consent Decree (or a link to a website on which the Consent Decree is posted) must be provided to certain employees and contractors

The various key compliance requirements contained in the proposed consent Decree have specified deadlines.

#### **OTHER MATERIAL PROVISIONS OF THE PROPOSED CONSENT DECREE**

The proposed Consent Decree contains other material provisions which include:

- NDOT will implement a Supplemental Environmental Project involving Real-Time Water Quality Data Availability.
- Stipulated penalties in the event the Consent Decree is violated (unless excused under the force majeure clause).
- A dispute resolution provision to resolve disputes arising under or with respect to the Consent Decree.
- NDOT will pay a fine of One Hundred Twenty Thousand Dollars (\$120,000.00) which will be split equally between the EPA and NDEP.
- NDOT may request the Consent Decree be terminated by December 31, 2018 or when NDOT has completed the compliance requirements contain in the Consent Decree.

- The proposed Consent Decree will be lodged with the Federal District Court for a minimum of 30 days for public notice and comment.

### **POINTS THAT FAVOR SETTLEMENT**

Points that favor settlement include:

- Eliminating the uncertainty and risk of litigation including the potential exposure in the event of an adverse determination.
- Avoiding the high costs of litigating this matter.
- Bringing closure in a timely manner.
- Closure of the matter on terms that were negotiated in good faith with a result that is fair, reasonable, and in the public interest.
- No additional costs or fees as each party will bear their own.

### **RECOMMENDATION**

NDOT has considered the benefits of settlement and has made the decision that the settlement as provided for in the proposed Consent Decree is reasonable, prudent and in the public interest. NDOT requests BOE approval to enter into the proposed Consent Decree and carry out the terms and conditions contained therein.

### **FISCAL NOTE STATEMENT**

NDOT will use State Highway Funds for this proposed settlement amount.



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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

-----x

UNITED STATES OF AMERICA

and

STATE OF NEVADA, DEPARTMENT  
OF CONSERVATION AND NATURAL  
RESOURCES, DIVISION OF ENVIORNMENTAL  
PROTECTION,

Plaintiffs,

v.

Case No. \_\_\_\_\_

NEVADA DEPARTMENT OF  
TRANSPORTATION,

Defendant.

-----x

**CONSENT DECREE**

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1       The United States of America, on behalf of the United States Environmental Protection  
2 Agency (EPA), and the State of Nevada, Department of Conservation and Natural Resources,  
3 Division of Environmental Protection (NDEP), by and through its counsel of record, have filed a  
4 Complaint in this matter concurrently with this Consent Decree, alleging that the Nevada  
5 Department of Transportation (NDOT) has violated Section 301(a) of the Clean Water Act, 33  
6 U.S.C. § 1311(a), by discharging pollutants in stormwater in violation of the terms of National  
7 Pollutant Discharge Elimination System (NPDES) Permit Number NV0023329 which authorizes  
8 storm water and certain non-storm water discharges from NDOT's municipal separate storm  
9 sewer system (MS4).  
10

11  
12       In May, 2012, EPA presented an audit report which identified potential deficiencies in  
13 NDOT's compliance with the Clean Water Act. Since then, NDOT has worked with EPA, the  
14 Nevada Governor's Office, NDEP and others to enhance NDOT's stormwater program and  
15 improve regulatory compliance.  
16

17       The Parties recognize and acknowledge NDOT's significant remedial action which  
18 includes, but is not limited to, NDOT's request in 2015 for an additional \$13.1 million dollar  
19 budget amendment from the Nevada State Legislature to fund a new Stormwater Division within  
20 NDOT which was granted.  
21

22       NDOT states that the approved budget amendment included fifty nine (59) stormwater  
23 positions (including a new Deputy Director position to manage NDOT's environmental  
24 programs), an allocation of \$7.6 million in new stormwater equipment, and additional funding  
25 for stormwater related training, operations and travel. NDOT continues to make significant  
26 progress on stormwater enhancements in the field. Stormwater improvement projects recently  
27 completed or currently under construction add up to over \$33 million in expenditures, and nearly  
28

1 \$15 million is allotted for projects scheduled for 2016-2017.

2 In addition, the Parties recognize that new legislation was enacted which granted  
3 NDOT's Director new powers to enforce discharge permitting requirements. These new  
4 enforcement powers authorize the Director to conduct an independent investigation of any act  
5 that may constitute an unauthorized discharge onto a state highway, within a right-of-way or  
6 into, onto or by way of a conveyance system or for a violation of an encroachment permit issued  
7 by the Director. The legislation empowers the Director to impose a civil penalty of up to  
8 \$25,000.00 per day for any violation and further provides that the Director may request that the  
9 Nevada Attorney General institute a criminal prosecution of the violation. In addition, the  
10 legislation established an Advisory Committee on Transportational Stormwater Management to  
11 enhance transparency and communications with affected stakeholders.

14 By agreeing to entry of this Consent Decree, NDOT makes no admission of law or fact  
15 with respect to the allegations in the Complaint. For the purposes of avoiding litigation among  
16 the Parties, however, NDOT agrees to the requirements of this Consent Decree.

18 The Parties recognize, and the Court by entering this Consent Decree finds, that this  
19 Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among  
20 the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

21 NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without  
22 adjudication or admission of any issue of fact or law except as provided in Section I and with the  
23 consent of the Parties, it is hereby ADJUDGED, ORDERED, AND DECREED as follows:

25 **I. JURISDICTION AND VENUE**

26 1. This Court has jurisdiction over the subject matter of this action and over the Parties  
27 pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and 33 U.S.C. §§1319 and 1365. This Court has  
28

1 supplemental jurisdiction over the State law claims asserted by NDEP pursuant to 28 U.S.C. §  
2 1367. Venue lies in this judicial district pursuant to 33 U.S.C. § 1319(b) and under 28 U.S.C.  
3 §§ 1391(b), (c) and 1395(a), because the defendant may be found here and because the  
4 transactions and occurrences giving rise to the Complaint occurred in this judicial district. For  
5 purposes of the Decree and any action to enforce this Decree, NDOT consents to the Court's  
6 jurisdiction over this Decree and any such action and over NDOT and consents to venue in this  
7 judicial district.  
8

9 2. For purposes of this Consent Decree, NDOT agrees that the Complaint states claims upon  
10 which relief may be granted pursuant to the Clean Water Act, 33 U.S.C. § 1251 et. seq.  
11

## 12 II. APPLICABILITY

13 3. The obligations of this Consent Decree apply to and are binding upon the United States,  
14 NDEP, and NDOT and any successor agencies or other entities or persons otherwise bound by  
15 law.  
16

17 4. Within ten (10) Days of the Effective Date, NDOT shall provide a copy of this Decree to  
18 all officers, employees, and agents whose duties might reasonably include compliance with any  
19 provision of this Consent Decree. NDOT shall also provide a copy of this Consent Decree to  
20 each Contractor retained by NDOT to implement this Decree. NDOT may comply with the  
21 preceding sentences by providing a link to a website on which this Consent Decree is posted. If,  
22 more than ten (10) Days after the Effective Date, a Contractor is retained by NDOT to  
23 implement provisions of this Decree, NDOT shall provide such Contractor a copy of the Decree  
24 within ten (10) Days of such retention. NDOT shall condition any such contract upon  
25 performance of the work in conformity with the terms of this Consent Decree.  
26

27 5. In any action to enforce this Consent Decree, NDOT shall not raise as a defense the  
28

1 failure by any of its officers, directors, employees, agents or Contractors to take any actions  
2 necessary to comply with the provisions of this Consent Decree.

### 3 III. DEFINITIONS

4 6. Except as specifically provided in this Decree, definitions for the terms used in this  
5 Decree shall be incorporated from the Clean Water Act and the regulations promulgated pursuant  
6 to the Act. Whenever terms listed below are used in this Decree, the following definitions apply:  
7

8 "Clean Water Act" or "Act" shall mean the Federal Water Pollution Control Act, as  
9 amended, 33 U.S.C. §§ 1251–1387.  
10

11 "Complaint" shall mean the complaint filed by the United States and NDEP in this  
12 action.

13 "Consent Decree" shall mean this Decree and all appendices attached hereto.

14 "Construction Projects" shall mean any location owned or operated by NDOT at which  
15 there is or will be construction activities including clearing, grading and excavation that result in  
16 ground-disturbing activities greater than or equal to one acre (other than routine maintenance that  
17 results in ground disturbance between one and five acres that is performed to maintain the  
18 original line and grade, hydraulic capacity, or original purpose of the facility), as defined by the  
19 National Pollutant Discharge Elimination System (NPDES) stormwater construction regulations  
20 set forth at 40 C.F.R. § 122.26(b)(14)(x) and (b)(15).  
21

22 "Construction General Permit" shall mean either the Nevada National Pollutant  
23 Discharge Elimination System (NPDES) General Permit Authorizing Discharges Associated  
24 with Construction Activity or EPA's NPDES General Permit for Discharges from Construction  
25 Activities.  
26

27 "Contractor" shall mean an entity or natural person who is not an employee of NDOT,  
28

1 procured by NDOT in order to provide services in support of the specific requirements of this  
2 Consent Decree.

3 “Day” shall mean a calendar day unless expressly stated to be a business day. In  
4 computing any period of time under this Consent Decree, where the last day would fall on a  
5 Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of  
6 the next business day.

8 “Effective Date” shall have the definition provided in Section XV.

9 “Encroachment Projects or Encroachment Construction Projects” shall mean any location  
10 or portion of a location within NDOT’s right-of-way that discharges into NDOT’s MS4, not  
11 operated by NDOT, at which there is or will be construction activities including clearing, grading  
12 and excavation that result in ground-disturbing activities greater than or equal to one acre (other  
13 than routine maintenance that results in ground disturbance between one and five acres that is  
14 performed to maintain the original line and grade, hydraulic capacity, or original purpose of the  
15 facility) as defined by the National Pollutant Discharge Elimination System (NPDES)  
16 stormwater construction regulations set forth at 40 C.F.R. § 122.26(b)(14)(x) and (b)(15).

19 “EPA” shall mean the United States Environmental Protection Agency and any of its  
20 successor departments, agencies, or instrumentalities.

21 “Geographic Information System” or “GIS” shall mean any information system that  
22 integrates, stores, edits, analyzes, shares, and displays geographic information for informing  
23 decision making. GIS applications are tools that allow users to create interactive queries (user-  
24 created searches), analyze spatial information, edit data in maps, and present the results of all  
25 these operations.

27 “Large MS4” shall mean the entities covered under the Las Vegas Valley MS4 Permit or  
28



1 the Truckee Meadows MS4 Permit.

2 “Major Maintenance Facility” shall mean an NDOT maintenance facility where the  
3 facility conducts major equipment repairs and servicing and houses multiple maintenance crews.  
4 Activities and operations at these facilities include some or all of the following: major vehicle or  
5 equipment repair; vehicle or equipment cleaning at a wash pad, wash rack, or steam pad; storage  
6 of vehicles, equipment, or waste material; and fueling.  
7

8 “Minor Maintenance Facility” shall mean any NDOT maintenance facility described by  
9 the MS4 Permit that is not a Major Maintenance Facility.  
10

11 “MS4 Permit” shall mean the NPDES municipal separate storm sewer system (MS4)  
12 permit issued by NDEP to NDOT. Unless otherwise specified, “MS4 Permit” shall refer to the  
13 current version.

14 “NDOT” shall mean the Nevada Department of Transportation, including all of its  
15 divisions and regions.  
16

17 “NDEP” shall mean the Nevada Division of Environmental Protection, including all of its  
18 divisions and regions.

19 “New Development Projects” shall mean Construction Projects that disturb greater than  
20 or equal to one acre, or less than one acre if it is part of a larger common plan of development or  
21 sale that would disturb one acre or more, which create impervious surface area, as described by  
22 the MS4 Permit.  
23

24 “Notice of Intent” or “NOI” shall mean a form filed with either EPA or NDEP, giving  
25 notice that the party identified on the form requests authorization to discharge pursuant to a  
26 Construction General Permit.  
27

28 “Outfall” shall mean “major outfall” as defined by 40 C.F.R. § 122.26(b)(5).

**“Paragraph” shall mean a portion of this Decree identified by an arabic numeral.**

**“Parties” shall mean the United States, on behalf of EPA; NDEP, and NDOT.**

“Redevelopment Projects” shall mean Construction Projects that 1) create additional impervious surface area on an already developed roadway or site, or 2) require demolition or complete removal of existing structures or impervious surfaces and replacement with new impervious surfaces or structures, as described by the MS4 Permit.

**“Section” shall mean a portion of this Decree identified by a roman numeral.**

**“State” shall refer to the State of Nevada.**

“SWMP” shall mean a Stormwater Management Program Plan developed and implemented as required by NDOT’s MS4 Permit and modified as required by this Consent Decree. “2013 SWMP” shall mean the SWMP approved by NDEP on February 15, 2013.

**“United States” shall mean the United States of America, acting on behalf of EPA.**

**“Year” shall mean a calendar year.**

#### IV. COMPLIANCE REQUIREMENTS

7. NDOT shall fully comply with all requirements of the Clean Water Act, including all terms and conditions of applicable NPDES Permits.

8. Stormwater Management Program Plan (SWMP). NDOT shall modify the 2013 SWMP to integrate changes described in this Consent Decree. The modified SWMP shall be provided to EPA and NDEP no later than 18 months after the effective date of the 2016 NDOT NPDES MS4 Permit. If the effective date of the 2016 MS4 Permit is delayed past June 30, 2016, NDOT will update and provide the SWMP no later than December 31, 2017.

a. Within 15 days of the date specified above, NDOT shall post the modified SWMP on NDOT's website. Each calendar year, NDOT shall verify that the most recent SWMP is

1 posted on its website and report in the Annual Report whether a new SWMP has been posted.

2 9. Annual Report. NDOT shall post to NDOT's website an Annual Report and notify EPA  
3 and NDEP of such posting, beginning with the first Annual Report due after the Effective Date.  
4 Annual Reports shall be due to EPA and NDEP on the date required by NDOT's MS4 Permit,  
5 and posted on NDOT's website fifteen (15) Days later. The Annual Report shall include, but is  
6 not limited to, the information below:  
7

8 a. A quantitative assessment that reports NDOT's activities and whether NDOT met  
9 measurable goals, as described in NDOT's MS4 Permit and SWMP.  
10

11 b. A qualitative assessment that incorporates a discussion of how successful NDOT  
12 has been in meeting implementation timelines, whether metrics tracked by NDOT are effective  
13 in measuring specific activities, and whether specific activities have been effective in reducing  
14 the discharge of pollutants from the MS4. Where available, the assessment shall include a  
15 discussion of water quality monitoring data, as required by NDOT's MS4 Permit. Where  
16 monitoring data is not available, NDOT shall evaluate the need for water quality monitoring in  
17 determining SWMP effectiveness.  
18

19 c. The Annual Report shall include a budget broken down by major components of  
20 the SWMP.  
21

22 d. The Annual Report shall include a discussion of changes to the SWMP to  
23 incorporate new activities, modify existing activities, and verify the current SWMP is posted on  
24 NDOT's webpage.

25 10. Public Stormwater Education Program. NDOT shall continue to implement the  
26 Stormwater Education Program described in the 2013 SWMP, and shall update the SWMP to  
27 incorporate the following changes:  
28

1           a.       Enhanced Stormwater Management Website

2           i.       Within sixty (60) Days of the Effective Date, NDOT shall update and maintain its  
3 stormwater management website to include, but not be limited to: 1) links to its NPDES permit  
4 and this Consent Decree; 2) the three most recent Annual Reports; 3) links to NDOT's Adopt-A-  
5 Highway page and Sponsor-A-Highway page; 4) current versions of NDOT's employee and  
6 contractor stormwater training materials; 5) the current version of NDOT's Illicit Discharge  
7 Detection and Elimination Field Guide; 6) NDOT's Construction Site BMP Manual and NDOT's  
8 Planning and Design Guide; and 7) contacts for reporting possible stormwater violations to  
9 NDOT, NDEP, and EPA.  
10

11           ii.      NDOT shall ensure the stormwater management website is easily accessible by  
12 the public, including, but not limited to, a prominent link on NDOT's homepage. NDOT shall  
13 provide for a mechanism to track the number of visitors to the webpage and report this  
14 information in the Annual Report.  
15

16  
17 11.   Employee Training. Within 270 Days of the Effective Date, NDOT shall submit to EPA  
18 and NDEP, and implement, a Stormwater Certification Program which shall provide specialized  
19 training for employees involved in the illicit discharge detection and elimination program,  
20 construction site runoff program, post-construction stormwater management program, and  
21 operation and maintenance of the MS4, as required by NDOT's MS4 Permit. NDOT shall report  
22 the number and types of employees trained each year in the Annual Report.  
23

24 12.   Construction Site Runoff Control. NDOT shall continue to implement the Construction  
25 Site Runoff Control Program described in the 2013 SWMP and shall make and implement the  
26 changes described in this Paragraph. The Construction Site Runoff Control Program shall apply  
27 to all Construction Projects or Encroachment Construction Projects.  
28

1           a.       Within 270 Days of the Effective Date, NDOT shall ensure that the Construction  
2 Site Runoff Control Program includes but is not limited to the following elements: 1) procedures  
3 for review of construction plans, including a requirement to use a Construction Stormwater  
4 Review Checklist, a requirement to check whether a Notice of Intent to be covered under an  
5 applicable Construction General Permit has been filed, and a process for ensuring that  
6 Stormwater Pollution Prevention Plans, as required by the applicable Construction General  
7 Permit, are reviewed; 2) a requirement that all Construction Projects comply with NDOT's  
8 Construction Site BMP Manual; 3) a system to track the location of all active NDOT  
9 construction contracts in a manner compatible with NDOT's mapping system, as described in  
10 Paragraph 15.b; and 4) a description of the inspection process and follow-up enforcement by  
11 NDOT. NDOT shall use its best efforts to incorporate Encroachment Projects into its tracking  
12 system. NDOT shall submit a report to EPA within 270 Days of the Effective Date, describing  
13 how the Construction Site Runoff Control Program has been modified.  
14

15           b.       Construction Site Oversight Inspections: NDOT shall conduct oversight  
16 inspections of all Construction Projects with active NDOT construction contracts to ensure that  
17 NDOT's contractors or other parties working within NDOT's right-of-way are properly  
18 implementing and maintaining BMPs, conducting inspections as required by the Construction  
19 General Permit, and otherwise minimizing the discharge of pollutants. Until the plan described in  
20 the sentence below is approved, NDOT shall conduct the oversight inspections at least at the  
21 same frequency as compliance inspections required by the Construction General Permit. Each  
22 inspection shall be documented on a standardized inspection form, developed by NDOT. If  
23 NDOT chooses, it can develop a different inspection form for Encroachment Construction  
24 Projects. Within 180 days of the Effective Date, NDOT shall submit for review and approval, a  
25  
26  
27  
28

1 plan to prioritize inspections and inspection frequencies of all Construction Projects and  
2 Encroachment Construction Projects, which plan shall consider the nature of the construction  
3 activity, topography, soil characteristics, and water quality. For this submittal, if EPA has not  
4 responded within thirty (30) Days, the plan is approved.

5  
6 13. Post-Construction Stormwater Management Program. NDOT shall continue to implement  
7 the Post-Construction Stormwater Management Program described in the 2013 SWMP and shall  
8 make and implement the changes described in this Paragraph. Within one year of the Effective  
9 Date, NDOT shall ensure the Post-Construction Stormwater Management Program includes, but  
10 is not limited to, the elements described in this Paragraph. If NDOT chooses, it can update and  
11 use NDOT's Planning and Design Guide to comply with this requirement. NDOT shall submit a  
12 report to EPA within one year of the Effective Date, describing how the Post-Construction Site  
13 Runoff Control Program has been modified.

14  
15 a. Project Applicability. NDOT shall require all New Development Projects,  
16 Redevelopment Projects, and Encroachment Projects to comply with the Post-Construction  
17 Stormwater Management Program. NDOT shall develop and submit a flow-chart or other  
18 mechanism to describe the decision making process for determining which classes of New  
19 Development Projects, Redevelopment Projects, and Encroachment Projects will be required to  
20 install post-construction BMPs. The Post-Construction Stormwater Management Program shall  
21 require the installation of post-construction controls for all New Development Projects or  
22 Redevelopment Projects that discharge to impaired waters, and shall require a robust evaluation  
23 of the need for post-construction controls for all other areas.

24  
25 b. Post-Construction Control Measures and Technical Specifications. NDOT shall  
26 develop or adopt technical standards that govern the selection, installation, and maintenance of  
27  
28

1 post-construction control measures implemented for New Development Projects, Redevelopment  
2 Projects, and Encroachment Projects. The technical standards shall consider design storm  
3 duration and/or intensity, pollutants of concern generated at the site, and maintainability, and  
4 shall promote low impact development.  
5

6 c. Long-Term Operation and Maintenance. NDOT shall ensure that all New  
7 Development Projects and Redevelopment Projects and Encroachment Projects subject to post-  
8 construction control measure requirements after the Effective Date, have an operation and  
9 maintenance plan, monitoring plan where applicable, and a process of verification of ongoing  
10 maintenance of installed controls, which shall include inspections, recorded on an inspection  
11 form.  
12

13 d. Tracking Database. NDOT shall develop and implement an electronic inventory  
14 of post-construction control measures as required by the MS4 Permit. The inventory shall be  
15 used to record the location and maintenance obligations for post-construction control measures  
16 and be compatible with NDOT's mapping systems.  
17

18 14. Illicit Discharge Detection and Elimination. NDOT shall implement the changes  
19 described in this Paragraph to the Illicit Discharge Detection and Elimination program described  
20 in the 2013 SWMP.  
21

22 a. NDOT shall use the current version of NDOT's Illicit Discharge Detection and  
23 Elimination Field Guide, which provides a list and description or examples of illicit discharges  
24 that are considered to be significant contributors of pollutants to NDOT's MS4, and describes or  
25 gives examples of discharges that are prohibited. NDOT shall promote the use of the current  
26 version to the general public through publication on NDOT's website.  
27

28 b. Field Screening



1           i. Inspection Plan. Within 180 Days of the Effective Date, NDOT shall develop and  
2 implement an Outfall Inspection Plan for dry weather visual inspections. The Outfall Inspection  
3 Plan shall: a) identify the division or group within NDOT responsible for conducting the  
4 inspections; b) describe inspection and recordkeeping procedures; c) require the use of a standard  
5 inspection form and include an example form; and d) include a prioritization plan. The Outfall  
6 Inspection Plan shall also include procedures to trace and eliminate illicit discharges.

8                 1) NDOT shall use a database to record the location, size, and type of pipe,  
9 which is compatible with NDOT's mapping system, as described in Paragraph 15.b. As new  
10 Outfalls are discovered or installed, they shall be initially inspected, and Outfall information  
11 shall be included in the inventory.

13                 2) When developing the prioritization plan, NDOT shall take into account  
14 previous annual dry weather visual inspection data, activities in the watershed of the Outfall,  
15 whether the Outfall discharges to impaired or unique waters, and the likelihood that illicit  
16 discharges will be present. NDOT shall rank all known Outfalls as high or low priority. At a  
17 minimum, all Outfalls with previous dry weather discharges shall be considered high priority  
18 Outfalls, unless NDOT has investigated the source and determined the discharge to be  
19 authorized. NDOT shall review the prioritization of all known Outfalls on an annual basis. The  
20 prioritization plan shall be included in the Annual Report. Upon implementation, all high  
21 priority Outfalls shall be inspected at least once per year and low priority Outfalls shall be  
22 inspected at least once every three years.

25           ii. Inspection Form. NDOT shall create and maintain records of all Outfall  
26 inspections using a standard inspection form, which shall require inspectors to record physical  
27 Outfall conditions, any flow characteristics (including color, odor, clarity, solids, foam, oil  
28

sheen, etc.), and information about activities in the surrounding area, including receiving waters. NDOT shall also maintain records of all illicit discharge investigations in the database described by Paragraph 14.b.i(1).

15. NDOT's Operation and Maintenance Program. Within one year of the Effective Date, NDOT shall develop and implement a Storm Sewer System Operation and Maintenance Program and shall describe the Operation and Maintenance Program in the SWMP.

a. NDOT shall ensure that the Operation and Maintenance Program includes procedures for the following activities as required by the MS4 Permit: 1) inspection, cleaning, and routine maintenance of the storm sewer system including roadways, catch basins, storm drain inlets, open channels, washes, culverts, and retention/detention basins; 2) evaluating and conducting erosion abatement projects on slopes greater than 3:1 or where active erosion is occurring or prone to occur; 3) street and highway maintenance in urbanized areas, including sweeping after snow storms; 4) street and highway maintenance in other areas; and 5) maintaining information about the types and quantities of abrasives and/or deicing agents used.

b. Storm Sewer System Mapping. Within thirty (30) Days of the Effective Date, NDOT shall submit for review and approval, a schedule to develop a comprehensive storm sewer system map that identifies all NDOT assets including inlets, pipes, above ground drainage features, Outfalls, post-construction control measures, maintenance facilities (including salt/sand storage), and material pits (to the extent they impact the storm sewer system). The schedule shall also include a date by which the map will include locations where NDOT Outfalls discharge to impaired waters. The schedule shall describe tasks to be completed on a semi-annual basis. The schedule shall discuss the process by which NDOT will ensure that new assets are added to the map. For this submittal, if EPA has not responded within thirty (30) Days, the schedule is

1 approved.

2 i. The map shall be developed in a geographic information system (GIS) format and  
3 include relevant information for each asset class. For pipes, drainage features and Outfalls,  
4 information shall include the type of material and size. The map shall identify adjacent Large  
5 MS4s.  
6

7 ii. The schedule shall ensure NDOT has all Outfalls and associated drainage features  
8 mapped by December 31, 2016, with the entire map (all Outfalls and associated drainage  
9 features as well as maintenance facilities, material pits and impaired waters) to be completed by  
10 December 31, 2018.  
11

12 c. Storm Sewer System Inspections and Maintenance. NDOT shall conduct periodic  
13 physical inspections of the storm sewer system, including storm water conveyances, catch  
14 basins, storm drain inlets, open channels, washes, culverts, and retention/detention basins, to  
15 identify structural defects, trash and debris accumulation, and other constraints that limit the flow  
16 of stormwater or are potential sources of pollutants. In addition to any periodic inspections,  
17 NDOT shall conduct maintenance and cleaning as needed. At a minimum, NDOT shall identify  
18 high priority components of the storm sewer system for annual inspections and cleaning. High  
19 priority components are locations where there is a greater risk for discharge of pollutants, based  
20 on such factors as the types of activities in the sub-watershed or proximity to impaired waters.  
21 Newly identified high priority components shall be listed in the Annual Report. High priority  
22 components shall be inspected at least once per year and cleaned in accordance with the  
23 Operation and Maintenance Program.  
24

25 d. NDOT shall conduct annual inspections of at least five (5) post construction  
26 BMPs, (such as retention basins) using Unmanned Aerial Vehicles (UAV) or other means.  
27  
28

1 NDOT shall record the condition of inlet and outlet structures, side slopes and the basin floor to  
2 determine the level of erosion, sediment, or debris in the basin. If NDOT uses UAVs, NDOT  
3 shall 1) collect imaging and 3-D terrain modeling data to demonstrate the condition of the basin  
4 and 2) submit a report to EPA and NDEP, no later than August 31, 2018, evaluating the  
5 usefulness of UAVs in conducting inspections of post-construction BMPs.  
6

7 16. Maintenance Facilities. Within thirty (30) Days of the Effective Date, NDOT shall submit  
8 for review and approval: 1) NDOT's Facility Pollution Prevention Plan (Plan) which shall  
9 describe maintenance facilities covered under the Plan and the process for storm water pollution  
10 prevention plan development, inspections, and corrective action where needed; and 2) NDOT's  
11 Maintenance Facility BMP Manual which shall describe BMPs to be implemented at various  
12 facilities.  
13

14 a. NDOT shall ensure that all maintenance facilities receive an annual  
15 comprehensive inspection which takes into account the results of any more frequent inspections.  
16 NDOT shall also inspect all Major Maintenance Facilities on a quarterly basis, and Minor  
17 Maintenance Facilities at least one time per year in addition to the annual comprehensive  
18 inspection. NDOT shall use a standard inspection form, and indicate (by title) the entity  
19 responsible for conducting the inspection.  
20

21 b. NDOT shall also ensure that the updated SWMP includes a list of all maintenance  
22 facilities, including all vehicle maintenance facilities, asphalt and concrete batch plants, solid  
23 waste transfer stations (including decant facilities), and active exposed material stockpiles. The  
24 list shall be sorted into Major Maintenance Facilities and Minor Maintenance Facilities and the  
25 SWMP shall describe the methodology for the designation.  
26

27 17. Quarterly Reporting. Once per quarter, starting the first full calendar quarter after the  
28

1 Effective Date and continuing until the Consent Decree is terminated in accordance with Section  
2 XVIII (Termination), NDOT, NDEP and EPA shall have quarterly meetings to discuss progress  
3 in complying with the terms of this Consent Decree. In-person meetings are not required. The  
4 meeting shall be held after the end of each calendar quarter. Ten (10) Days prior to each  
5 quarterly meeting, NDOT shall provide to EPA and NDEP a report that includes 1) a list of all  
6 tasks required by Paragraphs 8-17 and Appendix A of the Consent Decree to be completed that  
7 quarter, 2) whether or not specific deadlines for each task were met, and 3) a list of all tasks due  
8 the next quarter.  
9

10  
11 18. Deliverables. For any plan, report, or other item that is required to be submitted to EPA  
12 pursuant to this Consent Decree, NDOT shall incorporate EPA's and NDEP's comments, if any.  
13 EPA shall submit comments within thirty (30) Days. For any plan, report, or other item that is  
14 required to be submitted for approval pursuant to this Consent Decree, EPA, after consultation  
15 with NDEP, shall in writing: (i) approve the submission; (ii) approve the submission upon  
16 specified conditions; (iii) approve part of the submission and disapprove the remainder; or (iv)  
17 disapprove the submission.  
18

19 a. If the submission is approved pursuant to Subparagraph (i) above, NDOT shall  
20 take all actions required by the plan, report, or other document, in accordance with the schedules  
21 and requirements of the plan, report, or other document, as approved. If the submission is  
22 conditionally approved or approved only in part, pursuant to Subparagraph (ii) or (iii), NDOT  
23 shall, upon written direction of EPA, after consultation with NDEP, take all actions required by  
24 the approved plan, report, or other item that EPA, after consultation with NDEP, determines are  
25 technically severable from any disapproved portions or conditions placed on conditionally  
26 approved portions, subject to NDOT's right to dispute only the specified conditions or the  
27  
28

1 disapproved portions under Section X (Dispute Resolution).

2       b.       If the submission is disapproved in whole or in part pursuant to Subparagraph (iii)  
3 or (iv), NDOT shall, within thirty (30) days or such other time as agreed to in writing, correct all  
4 deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for  
5 approval, in accordance with the preceding Subparagraph. If the resubmission is approved in  
6 whole or in part, NDOT shall proceed in accordance with the preceding Subparagraph.

7  
8       c.       Any Stipulated Penalties applicable to the original submission, as provided in  
9 Section VIII (Stipulated Penalties), shall accrue during the 30-day period or other period  
10 specified for resubmission, but shall not be payable unless the resubmission is untimely or is  
11 disapproved in whole or in part; provided that, if the original submission was so deficient as to  
12 constitute a material breach of NDOT's obligations under this Decree, the Stipulated Penalties  
13 applicable to the original submission shall be due and payable notwithstanding any subsequent  
14 resubmission.  
15

16  
17       d.       If a resubmitted plan, report, or other item, or portion thereof, is disapproved in  
18 whole or in part, EPA, after consultation with NDEP, may again require NDOT to correct any  
19 deficiencies, in accordance with the preceding Paragraphs, or may itself correct any deficiencies,  
20 subject to NDOT's right to invoke Dispute Resolution and to the right of EPA and NDEP to seek  
21 Stipulated Penalties as provided in the preceding Paragraphs.  
22

## 23                   V.           CERTIFICATION OF REPORTS AND SUBMISSIONS

24 19.   Except as otherwise expressly provided in this Consent Decree, any report or other  
25 document submitted by NDOT pursuant to this Decree that makes any representation concerning  
26 compliance or noncompliance with any requirement of this Decree, the Act or its implementing  
27 regulations, or any applicable permit, shall be certified by a Responsible Officer of NDOT. The  
28

1 certification shall be in the following form:

2 I certify under penalty of law that I have examined and am familiar with the  
3 information submitted in this document and all attachments and that this  
4 document and its attachments were prepared either by me personally or under my  
5 direction or supervision in a manner designed to ensure that qualified and  
6 knowledgeable personnel properly gather and present the information contained  
7 therein. I further certify, based on my personal knowledge or on my inquiry of  
8 those individuals immediately responsible for obtaining the information, that the  
information is true, accurate and complete. I am aware that there are significant  
penalties for submitting false information, including the possibility of fines and  
imprisonment for knowingly and willfully submitting a materially false statement.

## 9 VI. CIVIL PENALTY

10 20. NDOT shall pay a civil penalty of \$120,000 which shall be split between the United  
11 States and NDEP as described below.

12 21. Within seven (7) days after the Effective Date, NDOT shall pay to the United States a  
13 civil penalty of \$60,000, plus interest accruing from the date on which this Consent Decree is  
14 lodged with the Court. Interest shall be calculated in accordance with the rate specified in 28  
15 U.S.C. § 1961.

16 a. Payment shall be made by FedWire Electronic Funds Transfer (EFT) to the U.S.  
17 Department of Justice in accordance with instructions to be provided to NDOT, following  
18 lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for  
19 the District of Nevada. At the time of payment, NDOT shall send a copy of the EFT  
20 authorization form and the EFT transaction record, together with a transmittal letter, which shall  
21 state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United*  
22 *States et al. v. Nevada Department of Transportation*, and shall reference the DOJ case number  
23 90-5-1-1-11031, to the United States in accordance with Section XIV of this Decree (Notices);  
24 by email to [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov); and by mail to:

1 EPA Cincinnati Finance Office  
2 26 West Martin Luther King Drive  
3 Cincinnati, OH 45268

4 22. Within ten (10) days after the Effective Date, NDOT shall pay to NDEP a civil penalty of  
5 \$60,000, plus interest accruing from the date on which this Consent Decree is lodged with the  
6 Court. Interest shall be calculated in accordance with the rate specified in 28 U.S.C. § 1961.

7 a. At least three business days in advance, NDOT shall notify NDEP of its intent to  
8 make payment. Upon receiving such notice, NDEP shall submit a Journal Voucher Document  
9 (JVD) to NDOT and NDOT will then complete its portion of the JVD and submit to the State  
10 Controller to process transfer of funds.  
11

#### 12 **VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

13 23. NDOT shall implement a Supplemental Environmental Project (SEP), Real-Time Water  
14 Quality Data Availability, in accordance with all provisions of Appendix A.

15 a. NDOT is responsible for the satisfactory completion of the SEP in accordance  
16 with the requirements of this Decree. NDOT may use contractors or consultants in planning and  
17 implementing the SEP.  
18

19 b. With regard to the SEP, NDOT certifies the truth and accuracy of each of the  
20 following:  
21

22 i. that all cost information provided to EPA in connection with EPA's approval of  
23 the SEP is complete and accurate and that NDOT in good faith estimates that the cost to  
24 implement the SEP is \$200,000;

25 ii. that, as of the date of executing this Decree, NDOT is not required to perform or  
26 develop the SEP by any federal, state, or local law or regulation and is not required to perform or  
27 develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any  
28



1 forum;

2           iii. that the SEP is not a project that NDOT was planning or intending to construct,  
3 perform, or implement other than in settlement of the claims resolved in this Decree;

4           iv. that NDOT has not received and will not receive credit for the SEP in any other  
5 enforcement action;

6           v. that NDOT will not receive any reimbursement for any portion of the SEP from  
7 any other person; and

8           vi. that NDOT is not a party to any open federal financial assistance transaction that  
9 is funding or could fund the same activity as the SEP described in Appendix A. For purposes of  
10 these certifications, the term "open federal financial assistance transaction" refers to a grant,  
11 cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for  
12 providing federal financial assistance whose performance period has not yet expired.  
13

#### 14                                   **VIII.           STIPULATED PENALTIES**

15           24. NDOT shall be liable for stipulated penalties to the United States and NDEP for  
16 violations of this Consent Decree as specified below, unless excused under Section IX (Force  
17 Majeure). A violation includes failing to perform any obligation required by the terms of this  
18 Decree, including any work plan or schedule approved under this Decree, according to all  
19 applicable requirements of this Decree and within the specified time schedule established by or  
20 approved under this Decree. NDOT shall pay Stipulated Penalties in the following amounts:  
21

22           a. For failure to pay the civil penalty required under Section VI (Civil Penalty) when  
23 due: \$1,000 for each day that the payment is late;

24           b. For each failure to complete a task as required by Paragraphs 8-17 and Appendix  
25 A of the Consent Decree and as identified during the quarterly meeting described by Paragraph  
26

1 17:

- 2 i. Failure to complete one (1) task: \$7,500;
- 3 ii. Failure to complete 2-3 tasks: \$25,000
- 4 iii. Failure to complete more than three (3) tasks: \$40,000.

5  
6 25. If NDOT has not completed the task(s) identified as incomplete in the previous quarterly  
7 meeting within 90 Days, the amounts in Paragraph 24.b shall be doubled, and shall continue to  
8 double quarterly until the task is completed.

9 26. NDOT shall pay stipulated penalties to the United States and NDEP within thirty (30)  
10 Days of a written demand by either Plaintiff. Defendant shall pay 50 percent of the total  
11 stipulated penalty amount due to the United States and 50 percent to NDEP. The Plaintiff making  
12 a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to  
13 the other Plaintiff.  
14

15 27. Either Plaintiff may, in the un-reviewable exercise of its discretion, reduce or waive  
16 stipulated penalties otherwise due to it under this Consent Decree.  
17

18 28. NDOT shall pay Stipulated Penalties owing to the United States by EFT in accordance  
19 with Section VI (Civil Penalty), Paragraph 21, above. Any payment of Stipulated Penalties shall  
20 be accompanied by a transmittal memorandum referencing DOJ No. 90-5-1-1-11031 and United  
21 States Attorney's Office file number [ ] and stating that payment of Stipulated  
22 Penalties is being made and describing the violations for which payment is being made.  
23

24 29. NDOT shall pay Stipulated Penalties owing to NDEP by Journal Voucher (JVD). NDEP  
25 shall submit a JVD to NDOT and NDOT will then complete its portion of the JVD and submit to  
26 the State Controller to process transfer of funds.  
27

28 30. Interest. If NDOT fails to pay Stipulated Penalties according to the terms of this Consent

1 Decree, NDOT shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961,  
2 accruing as of the date payment became due. Nothing in this Paragraph shall be construed to  
3 limit the United States or NDEP from seeking any remedy otherwise provided for by law for  
4 NDOT's failure to pay any stipulated penalties.  
5

6 31. The payment of Stipulated Penalties shall not alter in any way NDOT's obligation to  
7 comply with the requirements of this Decree.

8 32. Subject to the provisions of Section XII of this Consent Decree (Effect of  
9 Settlement/Reservation of Rights), the Stipulated Penalties provided for in this Consent Decree  
10 shall be in addition to any other rights, remedies, or sanctions available to the United States or  
11 NDEP (including but not limited to, statutory penalties, additional injunctive relief, mitigation or  
12 offset measures, and/or contempt) for NDOT's violation of this Consent Decree or applicable  
13 law. Where a violation of this Consent Decree is also a violation of the Clean Water Act, NDOT  
14 shall be allowed a credit for any Stipulated Penalties paid against any statutory penalties imposed  
15 for such violation.  
16  
17

18 33. Stipulated Penalties shall continue to accrue during any dispute resolution period, but  
19 need not be paid until the following:

20 a. If the dispute is resolved by agreement or by a decision of the United States or  
21 NDEP that is not appealed to this Court, NDOT shall pay accrued Stipulated Penalties  
22 determined to be owing to the United States or NDEP within fifteen (15) Days of the agreement  
23 or the receipt of EPA's decision or order;  
24

25 b. If the dispute is appealed to the Court and the United States or NDEP prevails in  
26 whole or in part, NDOT shall pay all accrued Stipulated Penalties determined by the Court to be  
27 owed to the United States or NDEP within thirty (30) Days of receipt of the Court's decision or  
28

1 order, except as provided in Subparagraph c, below;

2 c. If any Party appeals the District Court's decision, NDOT shall pay all accrued  
3 penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the  
4 final appellate court decision.  
5

## 6 IX. FORCE MAJEURE

7 34. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising  
8 from causes beyond the control of NDOT, its Contractors, or any entity controlled by NDOT that  
9 delays or prevents the performance of any obligation under this Consent Decree despite NDOT's  
10 best efforts to fulfill the obligation. The requirement that NDOT exercise "best efforts to fulfill  
11 the obligation" includes using best efforts to anticipate any potential Force Majeure event and  
12 best efforts to address the effects of any potential Force Majeure event (a) as it is occurring and  
13 (b) following the potential Force Majeure, such that the delay and any adverse effects of the  
14 delay are minimized. "Force Majeure" does not include NDOT's financial inability to perform  
15 any obligation under this Consent Decree.  
16  
17

18 35. If any event occurs or has occurred that may delay the performance of any obligation in  
19 Paragraphs 8-17, whether or not caused by a Force Majeure event, NDOT shall notify (orally or  
20 by email) David Wampler at (415) 972-3975 or [Wampler.david@epa.gov](mailto:Wampler.david@epa.gov) and Bruce Holmgren  
21 at (775) 687-9433 or [Bholmgre@ndep.nv.gov](mailto:Bholmgre@ndep.nv.gov) within 72 hours after the time NDOT first knew  
22 of, or in the exercise of reasonable diligence under the circumstances should have known of, any  
23 event that might delay completion of any requirement of this Decree, whether or not caused by a  
24 Force Majeure event. The United States or NDEP may designate alternative representatives to  
25 receive oral notification at their discretion by sending NDOT a written designation in accordance  
26 with Section XIV (Notices). Within seven (7) days thereafter, NDOT shall provide in writing to  
27  
28

1 EPA and NDEP an explanation and description of the reasons for the delay; the anticipated  
2 duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a  
3 schedule for implementation of any measures to be taken to prevent or mitigate the delay or the  
4 effect of the delay; NDOT's rationale for attributing such delay to a Force Majeure event if it  
5 intends to assert such a claim; and a statement as to whether, in the opinion of NDOT, such event  
6 may cause or contribute to an endangerment to public health, welfare or the environment. NDOT  
7 shall include with any notice all available documentation supporting the claim that the delay was  
8 attributable to a Force Majeure. Failure to comply with the above requirements shall preclude  
9 NDOT from asserting any claim of Force Majeure for that event for the period of time of such  
10 failure to comply, and for any additional delay caused by such failure. NDOT shall be deemed to  
11 know of any circumstance of which NDOT, any entity controlled by NDOT, or NDOT's  
12 Contractors knew or should have known.

13  
14  
15 36. If EPA, after a reasonable opportunity for review and comment by NDEP, agrees that the  
16 delay or anticipated delay is attributable to a Force Majeure event, the time for performance of  
17 the obligations under this Consent Decree that are affected by the Force Majeure event will be  
18 extended by EPA for such time as is necessary to complete those obligations. An extension of  
19 the time for performance of the obligations affected by the Force Majeure event shall not, of  
20 itself, extend the time for performance of any other obligation. EPA will notify NDOT in writing  
21 of the length of the extension, if any, for performance of the obligations affected by the Force  
22 Majeure event.

23  
24  
25 37. If EPA, after a reasonable opportunity for review and comment by NDEP, does not agree  
26 that the delay or anticipated delay has been or will be caused by a Force Majeure event, EPA will  
27 notify NDOT in writing of its decision.  
28

1 38. If NDOT elects to invoke Dispute Resolution, it must do so no later than fifteen (15)  
2 Days after receipt of the United States' notice. In any such dispute, NDOT bears the burden of  
3 proving, by a preponderance of the evidence that the delay or anticipated delay has been or will  
4 be caused by a Force Majeure event, that the duration of the delay or the extension sought was or  
5 will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate  
6 the effects of the delay, and that NDOT complied with the requirements of Paragraphs 34 and 35.  
7 If NDOT carries this burden, the delay at issue shall be deemed not to be a violation by NDOT of  
8 the affected obligation of this Consent Decree identified to EPA and the Court.  
9

#### 10 **X. DISPUTE RESOLUTION**

11  
12 39. Unless otherwise expressly provided for in this Decree, the dispute resolution procedures  
13 of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect  
14 to this Consent Decree. NDOT's failure to seek resolution of a dispute under this Section shall  
15 preclude NDOT from raising any such issue as a defense to an action by the United States to  
16 enforce any obligation of Defendant arising under this Decree.  
17

18 40. Informal Dispute Resolution. Any dispute subject to dispute resolution under this  
19 Consent Decree shall first be the subject of informal negotiations. The dispute shall be  
20 considered to have arisen when NDOT sends the United States a written Notice of Dispute.  
21 Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotia-  
22 tions shall not exceed twenty (20) days from the date the dispute arises, unless that period is  
23 modified by written agreement of the United States and NDOT. If the Parties cannot resolve a  
24 dispute by informal negotiations, then the position advanced by the United States shall be  
25 considered binding unless, within fifteen (15) days after the conclusion of the informal negotia-  
26 tion period, NDOT invokes formal dispute resolution procedures set forth in Paragraph 41,  
27  
28

1 below.

2 41. Formal Dispute Resolution.

3 a. Within fifteen (15) days after the conclusion of the informal negotiation period,  
4  
5 NDOT may invoke formal dispute resolution procedures by serving on the United States a  
6  
7 written Statement of Position regarding the matter in dispute. The Statement of Position shall  
8  
9 include, but need not be limited to, any factual data, analysis, or opinion supporting NDOT's  
10  
11 position and any supporting documentation relied upon by NDOT.

12 b. The United States shall serve its Statement of Position within 45 Days of receipt  
13  
14 of NDOT's Statement of Position. The United States' Statement of Position shall include, but  
15  
16 need not be limited to, any factual data, analysis, or opinion supporting that position and any  
17  
18 supporting documentation relied upon by the United States.

19 c. Following receipt of all Statements of Position submitted pursuant to Paragraphs  
20  
21 41 a and b above, EPA's Enforcement Division Director will issue a final decision resolving the  
22  
23 dispute. The Enforcement Division Director's decision shall be binding on Defendant, unless  
24  
25 Defendant files a motion for judicial review of the dispute in accordance with the following  
26  
27 Paragraph.

28 42. Petitions to the Court. In the event that the Parties cannot resolve a dispute by informal  
or formal negotiations as set forth above, the following procedures shall apply:

a. NDOT may seek judicial review of the dispute by filing with the Court and  
serving on the United States, a Motion requesting judicial resolution of the dispute. The Motion  
shall be filed within ten (10) Days of receipt of the Enforcement Division Director's decision set  
forth in Paragraph 41.c, above.

b. The Motion shall attach all Statements of Position, the Enforcement Division

1 Director's decision, and shall contain a written statement of NDOT's position on the matter in  
2 dispute, including any supporting factual data, analysis, opinion, and documentation, and shall  
3 set forth the relief requested and any schedule within which the dispute must be resolved for  
4 orderly implementation of the Consent Decree. NDOT shall serve such Motion on the United  
5 States electronically and by overnight delivery.  
6

7 c. The United States shall respond to NDOT's Motion within the time period  
8 allowed by the Local Rules of the Court.  
9

10 d. NDOT may file a reply memorandum to the extent permitted by the Local Rules.

11 e. Disputes Concerning Matters Accorded Record Review. Except as otherwise  
12 provided in this Consent Decree, in any dispute brought under Paragraph 42 pertaining to the  
13 adequacy or appropriateness of plans, procedures to implement plans, schedules or any other  
14 items requiring approval by EPA under this Consent Decree; the adequacy of the performance of  
15 work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review  
16 on the administrative record under applicable principles of administrative law, NDOT shall have  
17 the burden of demonstrating, based on the administrative record, that the decision of the  
18 Enforcement Division Director is arbitrary and capricious or otherwise not in accordance with  
19 law.  
20

21 f. Other Disputes. Except as otherwise provided in this Consent Decree, in any other  
22 dispute brought under Paragraph 42, NDOT shall bear the burden of demonstrating that its  
23 position complies with this Consent Decree and better furthers the objectives of the Consent  
24 Decree.  
25

26 43. Effect on Other Obligations. The invocation of dispute resolution procedures under this  
27 Section shall not, by itself, extend, postpone, or affect in any way any obligation of NDOT under  
28



1 this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated  
2 Penalties with respect to the disputed matter shall continue to accrue from the first Day of  
3 noncompliance, but payment shall be stayed pending resolution of the dispute as provided above.  
4 If NDOT does not prevail on the disputed issue, Stipulated Penalties shall be assessed and paid  
5 as provided in Section VIII (Stipulated Penalties).  
6

#### 7 **XI. INFORMATION COLLECTION AND RETENTION**

8 44. The United States and NDEP, and their representatives, contractors, and consultants,  
9 shall have the right of entry into any facility covered by this Consent Decree, at all reasonable  
10 times, upon presentation of credentials, to:  
11

- 12 a. monitor the progress of activities required under this Consent Decree;
- 13 b. verify any data or information submitted to the United States or NDEP in  
14 accordance with the terms of this Consent Decree;
- 15 c. obtain samples and, upon request, splits of any samples taken by NDOT or its  
16 representatives, Contractors, or consultants;
- 17 d. obtain documentary evidence, including photographs and similar data; and
- 18 e. assess NDOT's compliance with this Consent Decree.  
19

20 45. Upon request, NDOT shall provide EPA or NDEP, or their authorized representatives,  
21 splits of any samples taken by NDOT. Upon request, EPA or NDEP shall provide NDOT splits  
22 of any samples taken by EPA or NDEP.  
23

24 46. Until five (5) years after the termination of this Consent Decree, NDOT shall retain, and  
25 shall instruct its Contractors and agents to preserve, all non-identical copies of all documents,  
26 records, or other information (including documents, records, or other information in electronic  
27 form) in its or its Contractors' or agents' possession or control, or that come into its or its  
28

1 Contractors' or agents' possession or control, and that relates in any manner to NDOT's perfor-  
2 mance of its obligations under this Consent Decree. This information-retention requirement  
3 shall apply regardless of any contrary institutional policies or procedures. At any time during  
4 this information-retention period, the United States may request copies of any documents,  
5 records, or other information required to be maintained under this Paragraph.

6  
7 47. At the conclusion of the information-retention period provided in the preceding  
8 Paragraph, NDOT shall notify the United States and NDEP at least ninety (90) days prior to the  
9 destruction of any documents, records, or other information subject to the requirements of the  
10 preceding Paragraph and, upon request by the United States or NDEP, NDOT shall deliver any  
11 such documents, records, or other information to EPA or NDEP. NDOT may assert that certain  
12 documents, records, or other information is privileged under the attorney-client privilege or any  
13 other privilege recognized by federal law. If NDOT asserts such a privilege, it shall provide the  
14 following: (1) the title of the document, record, or information; (2) the date of the document,  
15 record, or information; (3) the name and title of each author of the document, record, or  
16 information; (4) the name and title of each addressee and recipient; (5) a description of the  
17 subject of the document, record, or information; and (6) the privilege asserted by NDOT.  
18 However, no documents, records, or other information created or generated pursuant to the  
19 requirements of this Consent Decree shall be withheld on grounds of privilege.

20  
21 48. NDOT may also assert that information required to be provided under this Section is  
22 protected as Confidential Business Information (CBI) under 40 C.F.R. Part 2. As to any  
23 information that NDOT seeks to protect as CBI, NDOT shall follow the procedures set forth in  
24 40 C.F.R. Part 2.

25  
26 49. This Consent Decree in no way limits or affects any right of entry and inspection, or any  
27  
28

1 right to obtain information, held by the United States pursuant to applicable federal or State laws,  
2 regulations, or permits, nor does it limit or affect any duty or obligation of NDOT to maintain  
3 documents, records, or other information imposed by applicable federal or State laws,  
4 regulations, or permits.  
5

## 6 **XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

7 50. This Consent Decree resolves the civil claims of the United States and NDEP for the  
8 violations alleged in the Complaint filed in this action through the date of lodging.

9 51. The United States and NDEP reserve all legal and equitable remedies available to enforce  
10 the provisions of this Consent Decree, except as expressly stated in Paragraph 50. This Consent  
11 Decree shall not be construed to limit the rights of the United States or NDEP to obtain penalties  
12 or injunctive relief under the Act or its implementing regulations, or under other federal or State  
13 laws, regulations, or permit conditions, except as expressly specified in Paragraph 50. The  
14 United States and NDEP further reserve all legal and equitable remedies to address any imminent  
15 and substantial endangerment to the public health or welfare or the environment arising at, or  
16 posed by, NDOT's facilities, whether related to the violations addressed in this Consent Decree  
17 or otherwise.  
18

19 52. In any subsequent administrative or judicial proceeding initiated by the United States or  
20 NDEP for injunctive relief, civil penalties, other appropriate relief relating to NDOT's violations,  
21 NDOT shall not assert, and may not maintain, any defense or claim based upon the principles of  
22 waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or  
23 other defenses based upon any contention that the claims raised by the United States or NDEP in  
24 the subsequent proceeding were or should have been brought in the instant case, except with  
25 respect to claims that have been specifically resolved pursuant to Paragraph 50.  
26  
27  
28

1 53. This Consent Decree is not a permit, or a modification of any permit, under any federal,  
2 State, or local laws or regulations. NDOT is responsible for achieving and maintaining complete  
3 compliance with all applicable federal, State, and local laws, regulations, and permits; and  
4 NDOT's compliance with this Consent Decree shall be no defense to any action commenced  
5 pursuant to any such laws, regulations, or permits, except as set forth herein. The United States  
6 and NDEP do not, by consent to the entry of this Consent Decree, warrant or waive in any  
7 manner that NDOT's compliance with any aspect of this Consent Decree will result in  
8 compliance with provisions of the Clean Water Act or its implementing regulations or with any  
9 other provisions of federal, State, or local laws, regulations, or permits. Notwithstanding the  
10 United States and NDEP's review and approval of any data, reports, or plans submitted pursuant  
11 to this Decree, NDOT shall remain solely responsible for its compliance with this Decree.  
12

13  
14 54. This Consent Decree does not limit or affect the rights of NDOT or of the United States  
15 or NDEP against any third parties, not party to this Consent Decree, nor does it limit the rights of  
16 third parties, not party to this Consent Decree, against NDOT, except as otherwise provided by  
17 law.  
18

19 55. This Consent Decree shall not be construed to create rights in, or grant any cause of  
20 action to, any third party not party to this Consent Decree.  
21

### 22 XIII. MISCELLANEOUS

23 56. Headings. Headings in this Decree are provided for convenience only and shall not affect  
24 the substance of any provision.

25 57. Costs of Suit. The Parties shall bear their own costs of this action, including attorneys'  
26 fees, except that the United States and NDEP shall be entitled to collect the costs (including  
27 attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any  
28

1 Stipulated Penalties due but not paid by NDOT.

2 **XIV. NOTICES**

3 58. Unless otherwise specified in this Decree, whenever notification, submission, or  
4 communication is required by the terms of this Decree, such notification, submission, or  
5 communication shall be addressed to the following at the addresses specified below (or to such  
6 other addresses as may be thereafter designated by written notice to the parties):  
7

8 As to the United States:

9 By email: [eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)  
10 Re: DJ # 90-5-1-1-11031

11 By mail: EES Case Management Unit  
12 Environment and Natural Resources Division  
13 U.S. Department of Justice  
14 P.O. Box 7611  
15 Washington, D.C. 20044-7611  
16 Re: DJ # 90-5-1-1-11031

17 As to EPA:

18 Chief, Water II Enforcement Office  
19 Enforcement Division, ENF 3-2  
20 U.S. EPA, Region 9  
21 75 Hawthorne St.  
22 San Francisco, CA 94105  
23 [Wampler.david@epa.gov](mailto:Wampler.david@epa.gov)

24 Connor Adams,  
25 Enforcement Division, ENF 3-2  
26 U.S. EPA, Region 9  
27 75 Hawthorne St.  
28 San Francisco, CA 94105  
[Adams.connor@epa.gov](mailto:Adams.connor@epa.gov)

As to NDEP:

Bruce Holmgren, Bureau Chief  
Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
901 S. Stewart St, Suite 4001

1 Carson City, NV 89701  
2 Bholmgre@ndep.nv.gov

3 As to NDOT:

4 Dave Gaskin, Deputy Director  
5 Nevada Department of Transportation  
6 1263 South Stewart Street  
7 Carson City, NV 89712  
8 dgaskin@dot.state.nv.gov

9 59. Notifications to or communications with NDOT, EPA, NDEP, or the United States shall  
10 be deemed submitted:

11 a. when sent by mail, on the date they are postmarked and sent by certified mail,  
12 return receipt requested;

13 b. when sent by overnight delivery, on the date they are picked up by the overnight  
14 delivery service; or

15 c. when made electronically, on the date they are sent by electronic mail with  
16 confirmation of receipt.  
17

18 **XV. EFFECTIVE DATE**

19  
20 60. The Effective Date of this Consent Decree shall be the date upon which this Consent  
21 Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever  
22 occurs first, as recorded on the Court's docket.

23 **XVI. RETENTION OF JURISDICTION**

24  
25 61. The Court shall retain jurisdiction over this case until termination of this Consent Decree,  
26 for the purpose of resolving disputes arising under this Decree or entering orders modifying this  
27 Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or  
28 enforcing compliance with the terms of this Decree.

1  
2 **XVII. MODIFICATION**

3 62. The terms of this Consent Decree may be modified only by a subsequent written  
4 agreement signed by all the Parties. The deadlines set forth in Section IV (Compliance  
5 Requirements) of this Consent Decree may be modified, and those and other non-material  
6 modifications of this Decree shall be made by written agreement of the parties with notification  
7 to the Court. Where the modification constitutes a material change to this Decree, it shall be  
8 effective only upon approval by the Court.  
9

10 63. Any disputes concerning modification of this Decree shall be resolved pursuant to  
11 Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided  
12 by Paragraph 42, the Party seeking the modification bears the burden of demonstrating that it is  
13 entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).  
14

15 **XVIII. TERMINATION**

16  
17 64. Request to Terminate Decree. By December 31, 2018 or when NDOT has completed the  
18 compliance requirements described in Paragraphs 8-17, NDOT may request the United States  
19 and NDEP's consent to termination of this Decree. In seeking such consent, NDOT shall  
20 provide a written report to the United States and NDEP that demonstrates:  
21

22 a. NDOT has paid all civil penalties, Stipulated Penalties, and interest due under this  
23 Decree;

24 b. There are no unresolved matters subject to Dispute Resolution pursuant to Section  
25 X (Dispute Resolution);

26 c. No enforcement action under this Decree is pending; and

27 d. NDOT has fully and successfully completed the compliance requirements set  
28

1 forth in Section IV (Compliance Requirements) and Appendix A.

2 65. Response to Request for Termination

3 a. Following receipt by the United States and NDEP of NDOT's Request for  
4 Termination, the Parties shall confer informally concerning the Request and any disagreement  
5 that the Parties may have as to whether NDOT has satisfactorily complied with the requirements  
6 for termination of this Consent Decree. If the United States, after consultation with NDEP,  
7 agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a  
8 joint stipulation terminating the Decree.  
9

10 b. If the United States, after consultation with NDEP, does not agree that the Decree  
11 may be terminated, NDOT may invoke Dispute Resolution under Section X of this Decree.  
12 However, NDOT shall not seek Dispute Resolution of any dispute regarding termination until  
13 sixty (60) days after service of its Request for Termination.  
14

15 **XIX. PUBLIC PARTICIPATION**

16  
17 66. This Consent Decree shall be lodged with the Court for a period of not less than thirty  
18 (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States  
19 reserves the right to withdraw or withhold its consent if the comments regarding the Consent  
20 Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,  
21 improper, or inadequate. NDOT consents to entry of this Consent Decree without further notice  
22 and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to  
23 challenge any provision of the Decree, unless the United States has notified Defendant in writing  
24 that it no longer supports entry of the Decree.  
25

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**XXIII. FINAL JUDGMENT**

71. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, NDEP, and NDOT.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

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We hereby consent to entry of the foregoing Consent Decree, subject to the Notice and Comment Provisions of 28 C.F.R. § 50.7 and Paragraph 66 of this Decree:

FOR THE UNITED STATES OF AMERICA

Date: \_\_\_\_\_

\_\_\_\_\_  
JOHN C. CRUDEN  
Assistant Attorney General  
United States Department of Justice  
Environment and Natural Resources  
Division  
Washington, D.C. 20530

Date: \_\_\_\_\_

\_\_\_\_\_  
LORI JONAS  
Senior Attorney  
United States Department of Justice  
Environmental and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044

1 We hereby consent to entry of the foregoing Consent Decree, subject to the Notice and Comment  
2 Provisions of 28 C.F.R. § 50.7 and Paragraph 66 of this Decree:

3  
4  
5 Date: \_\_\_\_\_

6 \_\_\_\_\_  
7 MARK POLLINS  
8 Director  
9 Water Enforcement Division  
10 Office of Enforcement and Compliance Assurance  
11 U.S. Environmental Protection Agency  
12 Ariel Rios Building  
13 1200 Pennsylvania Avenue, N.W.  
14 Washington, D.C. 20460

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30 BRUCE FERGUSON  
31 Attorney  
32 Office of Enforcement and Compliance  
33 Assurance  
34 U.S. Environmental Protection Agency  
35 Ariel Rios Building, 2241-A  
36 1200 Pennsylvania Avenue, N.W.  
37 Washington, D.C. 20460

1 We hereby consent to entry of the foregoing Consent Decree, subject to the Notice and Comment  
2 Provisions of 28 C.F.R. § 50.7 and Paragraph 66 of this Decree:

3  
4  
5 Date: \_\_\_\_\_

6 ALEXIS STRAUSS  
7 Acting Regional Administrator  
8 U.S. Environmental Protection Agency, Region 9  
9 75 Hawthorne Street  
10 San Francisco, California 94105

11 Date: \_\_\_\_\_

12 ELLEN BLAKE  
13 Assistant Regional Counsel  
14 U.S. Environmental Protection Agency,  
15 Region 9  
16 75 Hawthorne Street  
17 San Francisco, California 94105  
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1 We hereby consent to entry of the foregoing Consent Decree:

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FOR THE NEVADA DIVISION OF ENVIRONMENTAL  
PROTECTION

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Date: \_\_\_\_\_

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\_\_\_\_\_  
DAVE EMME  
Administrator  
Nevada Division of Environmental Protection

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10 Approved as to Form:

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Date: \_\_\_\_\_

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\_\_\_\_\_  
JASMINE K. MEHTA  
Senior Deputy Attorney General  
Nevada Attorney General's Office

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We hereby consent to entry of the foregoing Consent Decree:

FOR THE NEVADA DEPARTMENT OF  
TRANSPORTATION

Date: \_\_\_\_\_

\_\_\_\_\_  
RUDY MALFABON  
Director  
Nevada Department of Transportation

Approved as to Legality and Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
DENNIS GALLAGHER  
Chief Deputy Attorney General  
Nevada Attorney General's Office

## **Appendix A**

### **Making Continuous Real-time Water Quality Data Available to the Public**

1. **Purpose.** This project consists of upgrades to water quality monitoring devices to provide continuous monitoring and transmit the data to a central location to be uploaded to a publicly available platform. Real-time data from continuous monitoring can be used to improve the understanding of temporal variances in hydrology and water quality and can lead to more effective resource management, including improving the design and selection of stormwater BMPs. The purpose of this supplemental environmental project (Project) is to 1) collect continuous water quality data and make it available to the public in real-time, 2) evaluate the benefits of making this data available in real-time through an online interface, and 3) provide and evaluate the effectiveness of real-time notifications to appropriate personnel when certain monitoring data and/or equipment operational thresholds are exceeded. NDOT will evaluate the usefulness of posting the data on a publicly available website by measuring how often the webpage is visited as well as through formation of a Project Evaluation Group (PEG). NDOT will evaluate how PEG members use the data and, through the PEG, explore whether other types of data would be useful.
2. NDOT shall develop, install, and maintain: 1) hardware and software to remotely operate and calibrate monitoring equipment and to transmit monitoring data; 2) sensors and any hardware or other modifications to monitoring sites in order to provide continuous monitoring of hydrologic, hydraulic and water quality data; 3) a Data Management System (DMS) to retrieve, store and access data in order to make selected data available to the public; and 4) a publicly-available web page to display the water quality



monitoring data. NDOT shall analyze and evaluate the continuous monitoring data and coordinate with other MS4s and other interested parties through formation of a PEG.

NDOT shall prepare a project completion report summarizing the results of the Project including an evaluation of the Project benefits, as set forth in Appendix A, Paragraph 5.

3. Planning. By July 1, 2016, NDOT shall provide a Plan to EPA and NDEP for review and approval in accordance with Paragraph 18 (Deliverables), describing:

- a. At least three (3) locations where NDOT proposes to implement the Project, including a narrative justification for choosing each location. NDOT shall choose locations where the data will be most useful such as areas with sensitive or impaired waters and/or a large urban population. If the location changes during project planning, NDOT will send a revised Plan describing the new sites to EPA for review and approval;
- b. A description of the specific data that will be collected at each monitoring location. All sites shall, at a minimum, include sensors for continuous monitoring of: precipitation, flow rate and/or water level, air temperature, humidity, and water temperature. In addition, each site will contain at least one continuous monitoring sensor that will measure a water quality parameter (or its surrogate) other than temperature, such as: pH, conductivity, turbidity, dissolved oxygen, or other parameters;
- c. A description of which real-time data will be posted on a publicly available website;
- d. A description of how NDOT will determine when real-time notification of NDOT personnel will occur, describing which monitoring data and/or equipment

operational thresholds will trigger the notification;

- e. A description, by job title, of which NDOT personnel will receive real-time notifications when monitoring data and/or equipment operational thresholds are exceeded; and
  - f. A description of the list of the members invited to join the PEG. At a minimum, NDOT shall invite a representative from each of the regulated MS4s in Nevada and NDEP. NDOT shall consider inviting other interested parties in the watersheds of the Project locations to participate in the PEG.
4. Project. NDOT shall operate the Project for a minimum of twelve (12) months in accordance with the Plan described in Appendix A, Paragraph 3. During the Project, NDOT shall convene the PEG at least three (3) times. NDOT shall:
- a. Develop and implement a Data Management System (DMS) to retrieve, store and provide access to the continuous monitoring data. The DMS shall also be capable of connecting to future water quality monitoring devices to provide wider geographic coverage.
  - b. Develop a publicly accessible web interface to display the continuous water quality monitoring data, as described by the Plan. The webpage shall link from NDOT's webpage.
  - c. By June 1, 2017, install and maintain hardware and software at a minimum of three (3) sites as identified in the Plan, with the following capabilities:
    - i. Transmittal of continuous water quality data to the DMS, as identified in the Plan. Selected data, as described in the Plan, shall be available on the publicly accessible website within one (1) hour of sample collection;

- ii. Remote operation and calibration of monitoring equipment as needed; and
- iii. Providing real-time notifications to designated NDOT personnel when water quality and/or operational parameters are exceeded, as described in the Plan.

5. Completion Report. No later than July 31, 2018, NDOT shall submit a Completion Report to EPA and NDEP which includes:

- a. a detailed description of the Project as implemented, including 1) the number of visits to the publicly accessible webpage that hosts the real-time water quality data, 2) the number of alerts, if any, provided to the appropriate personnel when operational or water quality parameters were exceeded including what actions resulted, if any, from the alert; and 3) an evaluation of the overall Project, including feedback from the PEG;
- b. an itemized list of all eligible Project costs expended;
- c. certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and
- d. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).




**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 13, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Debi Reynolds, Budget Analyst   
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT HEALTH AND HUMAN SERVICES –  
DIVISION OF CHILD AND FAMILY SERVICES (DCFS) –  
PROVIDER AGREEMENT FORM**

Agenda Item Write-up:

**The Division of Child and Family Services is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement with providers of:**

- Case Managers for face to face out of state visitation

Additional Information:

Case managers for face to face out of state visitation are necessary for the continued overall health of the youth that are incarcerated. In order to meet the Title IV-B and Title IV-E programmatic requirements, social workers are required to conduct face to face visits with youth who are in the custody of the agency. When a youth is placed out of state, a worker is required to travel out of state monthly to conduct the face to face visit to ensure that the child's safety and well-being are being met appropriately. Pursuant to the Child Welfare Policy Manual (CWPM) Section 7.3 #5, an individual performing face to face caseworker visits can be contracted out or done by an agency. Rather than using out of state travel funds, by contracting with a provider in the state where the child is placed the contract costs of visiting the youth can be paid out of Budget 3229, Category 13: Child Welfare.

States are required to provide data on monthly visits between a child in foster care and the caseworker handling the case of the child and to make progress toward 90 percent of children in foster care in the state being visited by their caseworkers. The current requirement is that the state must meet 95 percent monthly contact with youth in the custody of child welfare agencies throughout the state.

The individual conducting the monthly caseworker visits, whether contracted out or done by the agency, must be done by a caseworker, and not a service provider, as outlined in Section 7.3 #5 of the CWPM. DCFS has received notice that using the service provider where the youth was placed was not appropriate and the youth must be seen in person by either a state worker or an outside contracted agency within the state of placement. Additionally, phone and video contact do not meet the face to face requirement.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the state.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS' website in an effort to prevent unauthorized duplication. The following page includes an example of how the agreement will appear when posted (with updated approval dates).

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's Contractor's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administrator, Division of Child and Family Services  
Title

This Contract was approved as to form by the Nevada State Board of Examiners on March 10, 2015

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on January 14, 2015

REVIEWED: SB

ACTION ITEM: 5



**Kelly Wooldridge**  
Administrator

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF CHILD AND FAMILY SERVICES**  
4126 Technology Way - 3<sup>rd</sup> Floor  
Carson City, Nevada 89706  
(775) 684-4400

**RECEIVED**

JUN 07 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**TO:** James Wells, Director, Governor's Finance Office  
**THROUGH:** Sharon Benson, Senior Deputy Attorney General, Attorney General's Office  
**FROM:** Kelly Wooldridge, Administrator, DCFS *[Signature]*  
**DATE:** June 7, 2016  
**SUBJECT:** Requested Action Item for July 2016 BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of providers of Case Managers. These services are necessary for the continued overall health of the youth that are incarcerated.

The provider agreement contracts would be used for the following services.

- Provider Agreement For Face-to-Face Out of State Visitation

Providers would be able to access this Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. This process would allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the State.

The Attorney General's Office has reviewed and approved this provider agreement contracts as to form.

# PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting By and Through Its

**Department of Health and Human Services  
Division of Child and Family Services  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706  
Ph: (775) 684-4400**

And

Independent Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ph: \_\_\_\_\_

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, 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 Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to \_\_\_\_\_ (not to exceed the end of the tenth (10th) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10)).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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 AA:	SCOPE OF WORK: FACE-TO-FACE OUT OF STATE VISITATION;
ATTACHMENT BB:	INSURANCE SCHEDULE;
ATTACHMENT CC:	BUSINESS ASSOCIATE ADDENDUM;
ATTACHMENT DD:	FISCAL PROCEDURES; and
ATTACHMENT EE:	ADDITIONAL INFORMATION

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as specified in ATTACHMENT AA. For all independent contractors providing services under this Contract, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount. 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 results 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 the 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 the 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 paragraph.

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.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

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 claim(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. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. 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

ii. 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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. 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

vi. 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. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

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 paragraph survive termination:

- i. 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;
- ii. 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;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. 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 the 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. 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. 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. 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 alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of

the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, 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.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the 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 the 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.

#### **General Requirements:**

- a. **Additional Insured:** By endorsement to Contractor's 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.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

- d. **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.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, 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 paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) 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
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**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 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 Insurance Coverage, section noted above.

**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 General Requirements, subsection a above.
- 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.

**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 sub-contractors, 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 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. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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 or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

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:

- 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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 subcontractors 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 contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, 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, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product 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.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

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 laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement 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.

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's Contractor's Title

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Administrator Division of Child and Family Services  
Title

Approved as to form by:

\_\_\_\_\_  
Signature - Board of Examiners

On \_\_\_\_\_  
(Date)

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 6-7-16  
(Date)

**Attachment AA**  
**SCOPE OF WORK: Face-to-Face Out of State Visitation**

**PURPOSE:**

- The purpose of this Contract is to provide federally mandated monthly visits for a child(ren) that is placed out of the State of Nevada in a residential facility. Visits **MUST** occur face-to-face with the child in the child's placement at least every calendar month. A portion of each visit **MUST** be with the child alone and then a portion with the placement provider.
- Face-to-Face Out of State Visitation services will be provided upon referral by DCFS to various providers based on child need and circumstance and upon the sole discretion of DCFS for services. DCFS does not guarantee PROVIDER will receive any referrals.

Contractor at each monthly visit will address the topic areas on the Rural Region Caseworker Contact Procedure (see below). Contractor will send a monthly report on each visit to the DCFS social worker by the 3<sup>rd</sup> of each month so that visit can be input into the DCFS UNITY system by the 5<sup>th</sup> of each month.

If Contractor at any time has concerns regarding the child's health, safety, or well-being, Contractor will communicate those concerns with the assigned DCFS social worker and/or the assigned DCFS social worker's supervisor immediately. If these individuals are not available contact the Carson District Office at 775-684-1930 to speak to a manager.

Mileage more than 60 miles between Contractor's location and child's placement will be reimbursed at the General Services Administration (GSA) rates.

**CONTRACTOR COST:**

- Not to exceed Five Hundred Dollars and .00 cents (\$500.00) per month

**Caseworker Visits with Child & Caregivers**

Date of Visit:	Time of Visit:	Case Name:	Caregiver Name: <input type="checkbox"/> Present
Child(ren) Present:		Visit Location:	
<b>Caseworker Contact Visit Discussion Points:</b>			
<ul style="list-style-type: none"> <li>• Caseworker to provide follow up on priorities/needs as identified in previous visit.</li> <li>• Inform child and caregiver in regards to upcoming events (apt, CFT, court, visits, etc.)</li> <li>• Inquire of child(ren)'s and caregiver's immediate needs and possible solutions/resources.</li> </ul>			
<b>Child Contact:</b>		<b>Notes:</b>	
1. Determine child's health needs are being met on an ongoing basis; medical, dental, mental/behavioral health (appointments,			

medications, diagnosis, etc.) Assess child's developmental growth and milestones.	
2. Consider Confirming Safe Environments Attributes	
3. Assess child's developmental growth and milestones	
4. Determine child's educational progress and needs (school attending, grade level, pass/fail classes, attendance, Sp. Ed. Or 504 status, etc.)	
5. Determine child's social, cultural, and developmental, self-care, independence and recreational needs are met and Identify additional needs of child (cultural, social, developmental, etc.)	
6. Assess child's adjustment to and wellbeing in caregiver's home. To include adjustment to: <ul style="list-style-type: none"> <li>• Caregiver family, including siblings</li> <li>• Daily Routine</li> <li>• Parenting</li> <li>• House rules</li> <li>• Discipline</li> <li>• Assess for placement stability</li> </ul>	
7. Private time with the child; to include their wishes and feelings of: <ul style="list-style-type: none"> <li>• Placement caretaker/family relations</li> <li>• Health</li> <li>• School</li> <li>• Cultural, ethnic or religious issues</li> <li>• Emotional or social issues</li> <li>• Placement and caretaker relations</li> <li>• Quantity and quality of visitation with bio family members &amp; sibling contact</li> <li>• Case Plan/Permanency Plan</li> <li>• Any problems, needs or concerns</li> </ul>	<input type="checkbox"/> Privately
8. Encourage opportunities for the child to stay connected with approved past persons or activities; pastor, family friends, child friends, girl/boy scouts, soccer etc.	
<b>Caregiver Contact:</b>	<b>Notes:</b>
9. Assess caregiver's ability to support and implement agreed case plan tasks (i.e. transportation/visitations, etc.)	



10. Discuss caregiver questions or concerns regarding child (may require privacy)	<input type="checkbox"/> Privately	
11. Discuss importance of developing and maintaining a "Life Book" for the child		
12. Identify needs of caregiver (respite, support, services, training, etc.)		
13. Observation of home atmosphere and environment, including the child's sleeping area and belongings.		
14. Observation of interactions between child and caregiver family, or child and family (CSE attributes)		
15. Ensure child is receiving appropriate supervision and basic needs are met.		
16. Identify significant changes within the household (wellbeing of relationships, changes in household composition, illness, changes in sleeping arrangements, house remodel, etc.)		
17. Query effects/outcomes of visits with bio family.		
18. Discuss case goals/progress toward goals/case plan revisions.		
<b>Priorities from this Visit:</b>		
1.		
2.		
3.		
<b>Follow-up Activities Identified During Visit</b>	<b>Person Responsible</b>	<b>Target Date</b>
<b>Other Narrative:</b>		

Attachment BB  
Insurance Schedule

The following are the insurance limits the awarded vendor(s) will be required to maintain for the life of the contract. The awarded vendor(s) shall not commence work before providing the required evidence of insurance to DCFS and DCFS has approved the insurance policies provided. The awarded vendor(s) will be required to provide evidence of continuing insurance to DCFS on an ongoing basis prior to expiration of the insurance policies provided.

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

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

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

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

*Specific coverage requirements will be added here at the time of signing the Provider Agreement Contract. Insurance requirements and limits will be obtained from Risk Management.*

- 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 of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

- 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 hereby warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services

Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the 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.

\_\_\_\_\_  
Independent Contractor's Signature      Date      Title

\_\_\_\_\_  
Signature – State of Nevada      Date      Administrator, Division of Child and  
Family Services  
Title

Draft - Do Not Sign - Consult DCFS Contract Manager

ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

*DIVISION OF CHILD AND FAMILY SERVICES*  
Hereinafter referred to as "Covered Entity"

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

**WHEREAS,** Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

**I. DEFINITIONS.**

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:  
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
  - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
  - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
  - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

#### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

#### 2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.



2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

### 1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

**IN WITNESS WHEREOF**, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth by the Contract.

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services

(Enter Business Name)

4126 Technology Way, 3<sup>rd</sup> Floor

(Enter Business Address)

Carson City NV 89706

(Enter Business City, State and Zip Code)

(775) 684-4400

(Enter Business Phone Number)

(775) 684-4455

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services

(Title)

(Date)

(Date)

**ATTACHMENT DD  
FISCAL PROCEDURES**

**FISCAL INFORMATION**

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.
4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

**BILLING INFORMATION**

1. Prior authorization is required for all services not mentioned in the scope of work.
2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.
4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

**CONTRACT CAPITATION**

Vendors are required to monitor their contract to ensure that they will not exceed the contracted consideration in section six (6) of contract for authorized services, per the scope of work, for the term of the contract. The vendor shall work with the Contract Monitor in the event that additional authority is needed.

Attachment EE  
**ADDITIONAL INFORMATION**

---

Company Name

---

Contact Name

---

Physical Address

---

City, State Zip

---

Phone Number (Office)

Phone Number (Cell)

Fax Number

---

E-mail Address

---

Federal Tax ID#

---

Nevada Business ID (starts with NV...)

---

Legal Entity Name

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

☐ Yes ☐ No

---

If "No," provide an explanation.

Has your company ever been engaged under contract by any  
State of Nevada agency?

☐ Yes ☐ No

---

If "Yes," provide the name and address of the agency.

---

Vendor # (as assigned by the State of Nevada Controller's Office, starts with T or P...)

---

Company Name

**Service Areas Where Located and Willing to Travel to**

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama       | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska        | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona       | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas      | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California    | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado      | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut   | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware      | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida       | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia       | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii        | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho         | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois      | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa          | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas        | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine         | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland      | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan      | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota     | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi   | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri      |   |



STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE

*Budget Division*

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Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 8, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Melanie Young, Budget Analyst  
Budget Division

A handwritten signature in blue ink, appearing to be "my", written over the name "Melanie Young".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**OFFICE OF THE ATTORNEY GENERAL – BUREAU OF CONSUMER PROTECTION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Office of the Attorney General – Bureau of Consumer Protection requests authority to contract with Mr. Jon F. Davis, a former employee of the Public Utilities Commission of Nevada. Mr. Davis is a Sole Proprietor and will provide expert witness, technical expertise, and analysis for electric and gas utilities.

Additional Information:

Mr. Davis was employed by the Public Utilities Commission from August 2004 to November 2014. This contract is an expert witness, technical expertise and analysis of electric and gas utilities. In the scope of work the contractor may provide analysis and expert witness expertise on net metering and distributive generation, energy imbalance markets, regional integrated markets, and competitive markets. The contract with Mr. Davis has also been submitted to the June BOE meeting (CETS #17912) as an action item.

Statutory Authority:

NRS 333.705

REVIEWED: 

ACTION ITEM: 6A

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Jon F. Davis</u>
<b>Former Employee ID number:</b>	<u>031648</u>
<b>Former Job Title:</b>	<u>Policy Advisor</u>
<b>Former Employing Agency:</b>	<u>Public Utility Commission of NV</u>
<b>Former Class and Grade:</b>	<u>Unclassified</u>
<b>Employment Dates:</b>	<u>August 2003 – December 2013</u> <i>by HP forew</i>
<b>Contracting Agency:</b>	<u>OAG Bureau of Consumer Protection</u>

Please check which of the following applies:

☒ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-f below.

☐ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The Contractor provides professional services to the Bureau of Consumer Protection (BCP) as an expert witness and provides technical expertise and support in analyzing the general areas identified on the Scope of Work.
b. Document former job description.	The Contractor advised Public Utility Commissioners.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No, the Contractor was chosen based on his expertise and broad and extensive experience, but not his knowledge of the BCP's operations. Therefore, there is no clause in the contract for transfer of the specialized knowledge or time frame.
d. Explain why existing State employees within your agency cannot perform this function.	There are many facets to the utility/energy industry and this Contractor as an expert witness can supplement our Staff's efforts.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	The individual overseeing the contract is not related to the Contractor.

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why this would not violate <u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$100/hour maximum
g. List the range of comparable State employee rates.	The rate in section f is equal to the lower end of the contractors who provide professional services to the BCP as an expert witness.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	The contract allows the BCP to supplement its staffing and allows participation in cases with expert testimony on an "as needed" basis without a more expensive full time commitment.
i. Document justification for hiring contractor.	Statute requires representation for consumers' interest in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

Comments:



Eric Witkoski, Consumer Advocate June 6, 2016

*Contracting Agency Head's Signature and Date*

*Budget Analyst*

*Clerk of the Board of Examiners*





**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
*Budget Division*

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Date: June 16, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF MOTOR VEHICLES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department Motor Vehicles requests authority to contract with Mr. Ramchander Giri who is employed by Tech Mahindra Company. Tech Mahindra was recently awarded the System Modernization contract. Mr. Giri will be supporting the project as a business analyst.

Additional Information:

Mr. Giri was employed by the Secretary of State's office as an IT Manager 3 from January 2010 through September 2015. He has significant experience in various public sector functional domains and technologies. His expertise will be an asset to the System Modernization project.

Statutory Authority:

NRS 333.705

REVIEWED:                     

ACTION ITEM: 6B

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Ramchander Giri</u>
<b>Former Employee ID number:</b>	<u>4171</u>
<b>Former Job Title:</b>	<u>IT Manager 3</u>
<b>Former Employing Agency:</b>	<u>Secretary of State</u>
<b>Former Class and Grade:</b>	<u>Job Class Code: 07.902, Grade: 43</u>
<b>Employment Dates:</b>	<u>01/2010 – 09/2015</u>
<b>Contracting Agency:</b>	<u>Department of Motor Vehicles (DMV)</u>

Please check which of the following applies:

- ☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- ☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Nevada Department of Motor Vehicles System Modernization project
b. Document former job description.	Ramchander Giri was an IT Manager 3 at Secretary of State, State of Nevada. He was responsible for all aspects of overall SDLC, architecture design, change management, configuration management, infrastructure planning, Single sign-on and security design, Web service design, SOA governance, team building. He managed to bring the whole application from scratch with a small technical team, when vendor's solution was not effective. He performed as an Agency Information Security Officer; He was responsible for overall application and other infrastructure security compliances.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Ramchander Giri was not a former employee of DMV. Ramchander Giri worked for Secretary of State, State of Nevada, and left in October, 2015. He has done proper knowledge transfer to the other Secretary of State employees on his departure.
d. Explain why existing State employees within your	Ramchander Giri's assignment is not to replace any DMV State employee. Ramchander Giri will

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agency cannot perform this function.	be working for Nevada Department of Motor Vehicles System Modernization contract work through Tech Mahindra company. He is a full time employee of Tech Mahindra company.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	Ramchander Giri never worked for the DMV previously, and has no direct or indirect relation to Nevada Department of Motor Vehicles System Modernization project contract.
f. List contractor's hourly rate.	N/A
g. List the range of comparable State employee rates.	N/A
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A
i. Document justification for hiring contractor.	Ramchander Giri has 19 years of IT experience; he worked 9 plus years as a consultant to Department of Welfare, State of Nevada. Also, he worked 5 years as an IT Manager 3 to Secretary of State, State of Nevada. He has significant experience in various public sector functional domains and technologies. Successfully completed numerous projects encompassing full SDLC and led IT teams in providing cost effective, secured, effective and easy maintainable solutions. Proactive, works closely with business clients and technology personnel during requirements collection, design, configuration, application development and training stages. His expertise will help for Nevada Department of Motor Vehicles System Modernization project.

**Comments:**



6-16-16

*Contracting Agency Head's Signature and Date*



6/29/16

*Budget Analyst*

*Clerk of the Board of Examiners*



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Date: June 15, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Jim Rodriguez, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item is also provided.

**DEPARTMENT OF PUBLIC SAFETY STATE FIRE MARSHAL'S OFFICE**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Public Safety State Fire Marshal's Office requests to contract with Marshall D. Larson for part-time plans examiner services on an as needed basis.

Additional Information:

Mr. Larson currently serves as Plans Examiner 3 for the State Fire Marshal's Office and due to family issues and priorities is no longer able to work full time. However, the Fire Marshal's Office still requires the services of a Plans Examiner 3. This request would allow Mr. Marshal to resign his current full-time position with the state and contract with the State Fire Marshal's office on a part-time basis through a manpower contract. Initially, the Fire Marshal's Office would utilize Mr. Marshal's services as much as his schedule would allow until the Office could hire his full-time replacement. After his replacement is found, the Fire Marshal's Office would use Mr. Marshal's services on an as needed basis as workload would dictate.

Statutory Authority:

NRS 333.705 (1)

REVIEWED:                     

ACTION ITEM: 6C

## Authorization to Contract with a Former Employee

**Former Employee Name:** Marshall D. Larson  
**Former Employee ID number:** 54976  
**Former Job Title:** 11.509 Plans Examiner 3 – Fire/Life Safety  
**Former Employing Agency:** DPS, State Fire Marshal Division  
**Former Class and Grade:** 11.509, Grade 38  
**Employment Dates:** 7/31/14-present  
**Contracting Agency:** DPS, State Fire Marshal Division

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Please check which of the following applies:

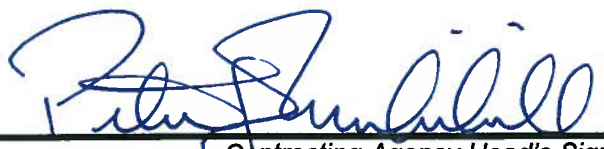
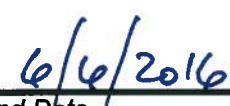
- ☒ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- ☐ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.


a. Summarize scope of contract work.	Fire and non-structural plan review services for building projects permitted by the SFM Division.
b. Document former job description.	Supervise fire/life safety inspectors and DPS Officers conducting facility inspections; conduct plan reviews and issue SFM construction permits; and provide technical assistance to state agencies related to fire safety codes.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No. The employee was originally a part-time contract through Manpower averaging 10 to 16 hours per week before applying for and receiving a full time position with the Division in 2014. Due to recent personal family matters that have arisen, the employee is asking to return to a part-time position averaging 10 to 16 hours per week during peak work load periods. The Division would use the existing state contract with Manpower.
d. Explain why existing State employees within your agency cannot perform this function.	The Plans Examiner 3 position currently held by the employee will be advertised and filled with a full-time state employee upon approval to allow the employee return to a part-time, on-demand service. The full-time position is required to fulfill all of the needs of the current position.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	The contract is a state contract with Manpower. The individual will be an employee of Manpower, if approved.

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$45.00 per hour with no benefits provided..
g. List the range of comparable State employee rates.	Grade 38 ranges from \$25.09/hr. to 37.52/hr. with additional costs for benefits.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	No benefits are provided by Manpower to the employee, the employee is not vested in the PERS system and will not be receiving a pension benefit. The employee previously provided contract work through Manpower to this Division at the \$45.00 per hour rate and will not be receiving an increase from that previous contract rate.
i. Document justification for hiring contractor.	To allow the current employee to reduce his work week due to personal family issues that requires his attention. The individual will only be used to assist with <u>peak work load periods</u> . Prior experience averaged 10 to 16 hours per week when asked to provide service. Service was not provided each and every week.

**Comments:**

Mr. Larson has not yet resigned his position from the State. He will do so and become a contract provider through Manpower only after approval has been obtained.



  
 Contracting Agency Head's Signature and Date


  
 Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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Date: June 6, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mr. Michael Heit for a period not to exceed 24 hours per week over 18 months. Mr. Heit will collect data, ensure the data collection jobs are run, and ensure systems are performing as expected. He will also be the IT liaison between attorneys, outside counsel and the NDOT IT department.

Additional Information:

Mr. Heit retired from state service as an IT Professional 4 in January 2016. He was the system administrator of NDOT's computer systems and was responsible for the installation and management of the eDiscovery system. Currently there are 3 Attorney Generals, an outside counsel and 3 legal researchers working 15 active cases for Project NEON. Current IT staff are unable to meet the additional demand for electronic discovery. Mr. Heit's knowledge and experience will ensure timely delivery of the documents and stability of the system.

Statutory Authority:

NRS 333.705

REVIEWED: Jim  
ACTION ITEM: 6D-1





1263 South Stewart Street  
Carson City, Nevada 89712  
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(Use Local Information)

## MEMORANDUM

June 3, 2016

To: State of Nevada Board of Examiners  
From: Rudy Malfabon, P.E., Director  
Subject: Authorization to Contract with a Former Employee - Michael Heit

DocuSigned by:

CAC7CE5CD581445

### SUMMARY

The Nevada Department of Transportation is currently experiencing a high volume of requests for electronic discovery of documents to support active and pending litigation related to Project NEON.

### BACKGROUND

For the current phase of Project NEON, there are 3 deputy attorney's general, one outside counsel, and 3 legal researchers working 15 active cases. Current IT staff are unable to meet the additional demand for electronic discovery services for this project as well as maintain service levels for the Department's normal caseload.

### RECOMMENDATION

In order to reduce risk and ensure the Department is able to meet the increased demand for electronic discovery requests primarily brought on by Project NEON right of way cases, the Department would recommend hiring a former employee with extensive experience supporting the Department's electronic discovery system. The staff augmentation is needed on a part-time basis to augment existing staff. It is estimated that the need to be 8-24 hours per week for the next 12-18 months depending on requests from attorneys and case schedules.

**RECEIVED**

JUN 06 2016

GOVERNOR'S FINANCIAL  
BUDGET DIVISION

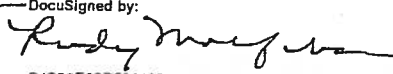
## Authorization to Contract with a Former Employee

Former Employee Name:	<u>Michael Heit</u>
Former Employee ID number:	<u>10308</u>
Former Job Title:	<u>IT Professional 4</u>
Former Employing Agency:	<u>Transportation</u>
Former Class and Grade:	<u>10308</u>
Employment Dates:	<u>1985-January 2016</u>
Contracting Agency:	<u>Transportation</u>

Please check which of the following applies: <div style="margin-top: 10px;"> <input type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.         </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.         </div>	
a. Summarize scope of contract work.	Part time contractor will manage the Department's electronic discovery system, perform electronic discovery of documents for public records requests and collect documents for evidence to support the Attorney General's office and outside counsel representing the Department in litigation in support of Project NEON.
b. Document former job description.	Systems Administrator – oversaw the day-to-day management of NDOT's computer systems and was responsible for the installation and management of the Department's eDiscovery system.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes. The contractor installed and managed this system as part of his former duties. The new duties will include some management of the system but primarily he will be responsible for collecting data, ensuring data collection jobs are being run, and systems are performing as expected. He will also serve as a technical liaison between the attorneys, outside counsel, the NDOT IT division and Department staff ensuring attorneys and staff have the necessary documents to perform their duties and respond to requests in a timely manner. I would estimate the need for part time staff augmentation could be 18-24 months depending on Project NOEN case load and discovery requests.
d. Explain why existing State employees within your agency cannot perform this function.	Currently there are 3 AG's, one outside counsel, and 3 legal researchers working 15 active cases for project NEON in addition to our normal caseload. Current IT staff are unable to meet the additional demand for electronic discovery services for this project.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so,	No

explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$75.00
g. List the range of comparable State employee rates.	\$28.63 - \$49.45
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	For IT related contracts, we are required to use the good of the state Master Services Agreement through State Purchasing. The Not to Exceed (NTE) rates are set in that contract for different disciplines and the NTE rate for a systems administrator is \$100/hr. This rate is in line with other contractors the department has used in the past for similar engagements.
i. Document justification for hiring contractor.	Currently duties are split between the deputy chief of IT and the IT division's system administration staff. For the current phase of Project NEON there are 3 AG's, one outside counsel, and 3 legal researchers working 15 active cases for project NEON in addition to our normal caseload. To date, 281 custodians have been identified for pending cases with data located on 140 computers throughout the state and 56 network shares. Staff have collected over 8 million emails, and 3.7 million documents. Vacancies and staff workload are severely impacting the department's ability to meet the demands and to provide documentation in a timely manner to support Project NEON litigation as well as our normal requests for electronic discovery for other actions such as tort claims, personnel actions, public records requests, etc.

Comments:

DocuSigned by:  
  
 C4C7CE5CD584445

6/3/2016

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

AGREEMENT NO. 0992-13070For Purchasing Use Only:  
RFP/Contract #2029/14032**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**A Contract Between the State of Nevada  
Acting by and Through Its**Various State Agencies**Monitored By: Department of Administration  
Purchasing Division  
515 E Musser Street, Room 300  
Carson City NV 89701  
Contact: Annette Morfin, Purchasing Officer  
Phone: (775) 684-0185 Fax: (775) 684-0188  
Email: amorfin@admin.nv.gov

and

**Marathon Staffing Group**  
6785 S. Eastern Ave. Suite 2  
Las Vegas, NV 89119  
Contact: Douglas Jones  
Phone: (702) 307-1320 Fax: (702) 307-1324  
Email: djones@marathonstaffing.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions 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. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
  - D. "Current State Employee" – means a person who is an employee of an agency of the State.
  - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
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 (anticipated to be March 12, 2013).

Effective from:	April 1, 2013	To:	March 31, 2017
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
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 AA:	REQUEST FOR PROPOSAL 2029 AND AMENDMENTS #1 AND #2
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

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

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 21% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 32% Contractor Recruitment Administrative Markup Fee. Both markup fees include a 16.5% Employers Tax Contribution and 2.1% for Benefit Cost. Temporary employees may be required to drive State vehicles and contractor must maintain the \$1,000,000.00 automobile liability on their insurance policy to cover this requirement.
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Total Contract Not to Exceed:	\$6,000,000.00 for the contract term.
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The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.

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

## 10. CONTRACT TERMINATION.

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- 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 for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - 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. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. 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 the 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. 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. 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.** 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 alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any

other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	CP	
2.	Will the Contracting Agency be providing training to the independent contractor?	CP	
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		CP
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		CP
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	CP	
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		CP
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		CP

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the state, 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.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and 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.** The Contractor shall, at the 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 the 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 the 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.
- 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*.

**Mall 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 16 B, 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 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. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
  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 reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepare or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
  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:

- 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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 there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, 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. **WARRANTIES.**
- A. 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.
  - B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
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. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identify of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

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 the First Judicial District Court, Carson City, Nevada for enforcement 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.

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

Chris Parnoff 1-17-13 President  
Independent Contractor's Signature Date Independent Contractor's Title

Quintana Smith 1/23/13 Dep Administrator  
Signature Date Title

\_\_\_\_\_  
Signature Date Title

\_\_\_\_\_  
Signature Date Title

[Signature]  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/12/13  
Date

Approved as to form by:

[Signature] On: 3/12/13  
Deputy Attorney General for Attorney General Date

**ATTACHMENT BB**  
**INSURANCE SCHEDULE**

**ATTACHMENT BB****INSURANCE SCHEDULE****INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

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

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

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

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

Policy shall include bodily injury, property damage and broad form contractual liability 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 shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Non-owned vehicle would include vehicles owned by the State of Nevada.

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 shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

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

**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 of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Department Representative's Name & Address).

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

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

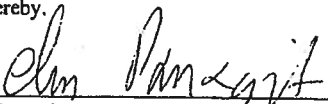
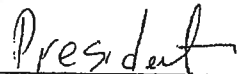
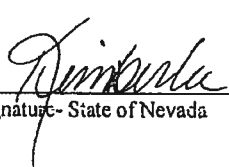

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to 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 (State Department Representative's Name and Address). 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. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the 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.

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

	1-17-13	
Independent Contractor's Signature	Date	Independent's Contractor's Title
	1/23/13	
Signature - State of Nevada	Date	Title



**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
*Budget Division*

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 3, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mr. Michael Bridges who has contracted with the prime consulting firm, CA Group. CA Group is currently under agreement to perform final design for the SR160 Phase 2 project. CA Group is proposing to use Mr. Bridges as an Independent Constructability Reviewer on the project

Additional Information:

Mr. Bridges retired from the state in April 2016 and started working for the CA Group in the same month. He has 28 years of experience with Nevada Department of Transportation.

Statutory Authority:

NRS 333.705

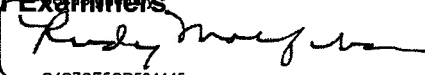
REVIEWED: SM  
ACTION ITEM: 6D.2



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

05/26/2016

To: State of Nevada Board of Examiners  
From: Rudy Malfabon, Director   
Subject: Authorization to Contract with a Former Employee  
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### SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with a retired State employee. Mr. Michael Bridges retired from State service on April 11, 2016, and has been employed by CA Group since April 12, 2016. CA Group is proposing to use Mr. Bridges as an Independent Constructability Reviewer on the SR160 Phase 2 Design project.

### BACKGROUND

CA Group is currently under agreement with NDOT, specifically Agreement P294-11-015, to perform final design for the SR160 Phase 2 project. Mr. Bridges will perform a constructability review of the intermediate and QA design submittal packages and provide comments for the design team.

When Mr. Bridges retired from State service as Supervisor 3, Associate Engineer, he had no influence or authority over the consultant procurement or agreement with CA Group for this project.

### RECOMMENDATION

We respectfully request your consideration and approval for CA Group to utilize Mr. Bridges as a member of the CA Group staffing team on the SR160 Phase 2 project.

**RECEIVED**

MAY 27 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Michael Bridges</u>
<b>Former Employee ID number:</b>	<u>01218</u>
<b>Former Job Title:</b>	<u>Supervisor 3 Associate Engineer</u>
<b>Former Employing Agency:</b>	<u>Nevada Department of Transportation</u>
<b>Former Class and Grade:</b>	<u>40</u>
<b>Employment Dates:</b>	<u>9/29/1988-4/11/2016</u>
<b>Contracting Agency:</b>	<u>Nevada Department of Transportation</u>

Please check which of the following applies:

- ☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- ☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	<p>The work consists of providing NDOT's with PS&amp;E Plans for the SR160 Phase 2 Project:</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Engineering Design</li> <li>• Constructability Review</li> <li>• Construction Cost Estimate</li> <li>• Construction Schedule</li> <li>• QA/QC Review of Plans, Specifications and Estimates</li> <li>• Public and Stakeholder Involvement/Outreach</li> </ul>
b. Document former job description.	<p>The Position in this series supervises professional engineering associates, technical engineering staff, and/or engineering students; direct activities of assigned staff, organize personnel, equipment and materials, and delegate assignments; evaluate the performance of employees according to established policies and work performance standards; ensure accurate and timely completion of work assignments; and provide guidance and training. Under general supervision, incumbents supervise technical engineering employees and perform engineering functions requiring analysis of diverse data and the exercise of judgement impacting daily operations and policy and procedure implementation.</p>

c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	The former employee is being hired because of their specialized knowledge of the construction methods in Nevada. There is not a clause in the contract for transfer of the specialized knowledge of the contracting agency or a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	The workload of the Nevada Department of Transportation is extremely high to due to the increased funding and staff members are busy on other projects. This review is the consultant's responsibility.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> .	The individual overseeing or establishing the contract is not related to the contractor.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	CA Group was obtained as a design consultant to perform the services under the SR160 program agreement.

Comments:

DocuSigned by:



5/26/2016

Contracting Agency Head's Signature and Date



6/3/16

Budget Analyst

Clerk of the Board of Examiners



2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited to representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 4 of this Article II-Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Notice to Proceed and/or Final Execution Date. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs

incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code, Chapter 625.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

(1) If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries and parent companies/organizations);

(2) If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team, or

(3) If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fees proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers service provider's performing the same or similar services at the time said services are performed.



12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.

15. The SERVICE PROVIDER agrees to complete and sign Attachment C - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," attached hereto and incorporated herein.

16. The SERVICE PROVIDER acknowledges that the DEPARTMENT has established a Disadvantaged Business Enterprise (DBE) participation requirement of Five percent (5%) of the total dollar value of the Agreement costs. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 U.S.C. § 632 or by 49 C.F.R. Subtitle A, Part 26.

17. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

#### ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. 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 the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT.

#### ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of One Million Nine Hundred Sixty-Nine Thousand One Hundred Eighty-Four and 12/100 Dollars (\$1,969,184.12). The fixed fee, to cover profit, shall be One Hundred Nine Thousand Eight Hundred Fifteen and 88/100 Dollars (\$109,815.88). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.

3. Indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among all professional services projects being done by the SERVICE PROVIDER during the term of this Agreement and will be billed at the provisional indirect cost rate of one hundred nine and 39/100 percent (109.39%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

4. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Two Million Seventy-Nine Thousand and No/00 Dollars (\$2,079,000.00), which includes the fixed fee.

5. Due to the scope and nature of the PROJECT, contingency funds have been established to address unanticipated and unforeseen services outside of the Scope of Services that may be required to complete the PROJECT. The scope of services requiring the use of contingency funds will be agreed upon in writing by the parties to this Agreement prior to the commencement of such services. The cost of contingency services will also be negotiated prior to performing the services and will include direct salary costs, other direct costs, indirect costs and the fixed fee. The fixed fee will be determined by applying the percentage rate negotiated and will be an amount proportionate to the services being performed. The total costs of direct salary costs, other direct costs, indirect costs and the fixed fee for the contingency funds shall not exceed the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Contingency services to be performed by the SERVICE PROVIDER shall not commence until receipt of written approval by the DEPARTMENT. Any contingency funds not used during the term of this agreement will not be paid to the SERVICE PROVIDER.

6. Contingency funds have been established to address unforeseen services that may be required to complete this project. In the event that contingency funds are needed, the SERVICE PROVIDER will prepare an authorization letter using the format outlined in Attachment B – Contingency Approval Letter, attached hereto and incorporated herein. The authorization letter shall describe the scope of work, cost estimate, and schedule of work and shall be approved in writing by the DEPARTMENT's Project Management Chief prior to commencing work.

7. Travel costs will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: [www.gsa.gov/mile](http://www.gsa.gov/mile). The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>. The SERVICE PROVIDER shall provide lodging receipts.

8. The SERVICE PROVIDER shall be reimbursed for the use of company vehicles as agreed upon with the Project Manager. Cost shall include a direct expense that includes anticipated mileage, insurance, maintenance and a lease fee, if applicable.

9. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." The DEPARTMENT is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT.

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final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 4. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors.

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Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave or coverage.

4. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

5. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

6. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

7. The SERVICE PROVIDER shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a 30-day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-; VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and

the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

11. The SERVICE PROVIDER shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

12. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation and analysis data, reports (including files on disks), computations, tabulations, original drawings and design files (including CAD information on disks), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

13. All reports and notes for special provisions shall be delivered to the DEPARTMENT on 3.5" floppy disks, compact disc or flash drive, using the most current version of Microsoft Word. Delivery of a hard copy of reports and notes for special provisions shall also be required.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

16. The SERVICE PROVIDER warrants that they have not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 C.F.R. Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

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19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 C.F.R., Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html). The SERVICE PROVIDER will follow the Registration instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters or this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) business days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt

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requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director  
Attn: Adam Searcy, P.E., Project Manager  
Nevada Department of Transportation  
Division: Project Management  
1263 South Stewart Street  
Carson City, NV 89712  
Phone (775) 888-7597  
Fax: 775-888-7322  
E-mail: asearcy@dot.state.nv.us

FOR SERVICE PROVIDER:

James Caviola, P.E.  
C.A. Group, Inc.  
2785 South Rainbow Blvd  
Las Vegas, NV 89146  
Phone: 702-685-5945  
Fax: 702-685-5947  
E-mail: james.caviola@c-agroup.com

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmale disturbances, acts of God, civil or military authority act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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34. Except as otherwise provided for by law or this Agreement, 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

36. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

37. This Agreement constitutes the entire agreement of the Parties and such is intended as a 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER: C.A. Group, Inc.

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION



  
Director  
For

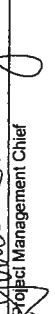
Name (Print)

James Caviola

Recommend:

President

Title (Print)

  
Project Management Chief

Approved as to Legality and Form:

  
Deputy Attorney General  
10-26-11

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## ATTACHMENT "A"

### SCOPE OF SERVICES

#### Environmental and Preliminary Engineering for SR 160 from SR 159 to Mountain Springs

##### 1. GENERAL

###### 1.1. PROJECT LOCATION AND PURPOSE

The project location is SR 160 between approximate Mile Post CL 11.04 [SR 159] and approximate Mile Post CL-22 [west of Mountain Springs] a distance of approximately 11 miles.

SR 160 is an important link between the Las Vegas metropolitan area and the town of Pahrump and Death Valley National Park. The existing roadway is one lane in each direction with a truck climbing lane in the westbound direction over Mountain Springs Pass. This proposed project will examine the potential to improve SR 160 to two lanes in each direction as well as improving ingress and egress to properties and roadways located along the corridor.

###### 1.2. GENERAL DESCRIPTION OF SERVICES

###### GENERAL DESCRIPTION OF SERVICES

This scope of services includes developing an alignment to a 30-percent level of completion per Nevada Department of Transportation (NDOT) requirements and completing the National Environmental Policy Act (NEPA) process through to a decision document. More specifically, the following task areas are included:

- Perform up to a 30% design for all feasible alternatives and a full 30% design for the selected alternative (30% design plans, specifications and estimate)
- Identify and perform necessary environmental studies including but not limited to:
  - NEPA FHWA Compliance
    - Compile required data necessary to prepare draft(s) and final Environmental Assessment (EA) for a single build alternative project
    - Prepare Design Recommendation leading to a request for FONS!
    - Perform agency and public consultation and outreach in conformance with NDOT and Federal Highway Administration (FHWA) regulations and policies

###### Environmental Studies and reports of investigations per Section 4.2

- Value analysis
- Risk analysis (including cost risk assessment)
- Benefit – Cost Analysis
- Right of Way and utility support services
- Utility designation
- Traffic modeling and analysis
- Drainage analysis
- Geotechnical analysis
- Structural engineering
- Conceptual landscape and Aesthetics plans
- Constructability review
- Maintenance review

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- Preparing Project Management Plans
- Risk and Change Management Registers
- Coordination of preliminary design with project stakeholders
- Public relations
- Right-of-Way setting; and
- Provide and develop deliverables in support of all environmental, management, design and construction activities associated with this project.
- Surveying and mapping
- Preliminary Geometric Approval Documentation
- Preliminary Design Exception Documentation (if applicable)

If determined to be in the best interest of the Department this agreement could be amended to include the final design of all or a portion of the project. It is anticipated that the Consultant will prepare the final design of the segment from approximate Mile Post CL 16.87 to approximate Mile Post CL-22.00 and the Department will prepare the final design of the segment from approximate Mile Post CL 11.04 to approximate Mile Post CL 16.87. All 30% design files will be transmitted electronically as necessary to the Department to facilitate the intended final design of this portion of the Project.

### PROJECT ASSUMPTIONS

For the purposes of this scope, the following project assumptions have been identified:

- Federal Highway Administration (FHWA) is the lead federal agency for preparation of the NEPA document, the Bureau of Land Management (BLM) and United States Forest Service (USFS) will be cooperating agencies, and Clark County may be a participating agency. The Consultant will update the existing Agency Coordination Plan developed by NDOT. No level of effort is included in this scope to develop and Impact Methodologies Plan for agency review.
- Environmental Assessment (EA) class of action
- NDOT project development and submittal processes

### 1.3. SCHEDULE

A project schedule is attached to this scope of work as an appendix. Key milestone dates are provided in the table below

Notice to Proceed	11/15/11
Alternatives and Alignment Analysis	March 2012
30-Percent Design	June 2012
Draft 30% Plans	November 2012
Draft EA	November 2012
Approved EA Publication	March 2013
Final 30% Plans	May 2013
FONS! / R-W Grant	May 2013
Total Remaining Project Duration	6 Months
Assumed Scope Duration	24 Months

- Increase of 6 months to accommodate minor schedule impacts, unforeseen issues, and project advancement as required.

### 2. STANDARD CRITERIA

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The Consultant will follow all Federal, State, and Local adopted and accepted criteria for the project. Any deviation from the criteria will be prepared in a Design Memorandum by the Consultant and submitted to NDOT for approval. A list of applicable references for this project will include the most recent versions of the following:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Drainage Manual
- AASHTO A Policy on Geometric Design of Highways and Streets (2001)
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices / Red Book
- NDOT Road Design Guide
- NDOT Geotechnical Policies and Procedures Manual 2005
- NDOT Access Management Standards
- NDOT Project Management Guidelines
- NDOT Scoping Guidelines (PM Division)
- NDOT Risk Management Guidelines (PM Division)
- Applicable Code of Federal Regulations
- Applicable NDOT and FHWA Policy Documents

### 3. PROJECT MANAGEMENT

#### 3.1. GENERAL PROJECT MANAGEMENT

##### 3.1.1. Project Management and Coordination

**Schedule:** The Consultant will provide an initial detailed project schedule in Microsoft Project within 3 weeks of the notice to proceed. Updates to the project schedule will be submitted whenever a significant change occurs (>2 weeks) that would affect project completion within the scheduled time period. NDOT will be notified of schedule updates.

**Progress Reports:** The Consultant will submit a monthly status report with each invoice indicating the status of the project. The report will indicate tasks that were performed during the month to coincide with monthly invoices. Any changes or potential conflicts in scheduling or budget will be noted in the report.

**Coordination:** The Consultant will perform ongoing maintenance of the project files. This includes both a hard and electronic copy of major project correspondence and deliverables. Project documents will be maintained on the project's SharePoint site. Copies of all major correspondence and project records will be prepared for NDOT. A project SharePoint site, accessible to both internal and external stakeholders, will also be maintained by the Consultant throughout the project schedule. The NDOT PM will be copied on all major project correspondence. At the conclusion of the project, the Consultant will place all the pertinent environmental documents on a CD/DVD for NDOT. The information contained on the CD/DVD will be sufficient to create an Administrative Record for the project if needed. Creating an Administrative Record from the project files is not included as part of this scope.

**Project Management Plan:** The Consultant will prepare a Project Management Plan, consistent with NDOT Project Management Guidelines and NDOT direction and will submit for review a draft within 2 calendar weeks of NTP. As part of the plan, the Consultant will develop Risk and Change Management Registers which will be updated on a monthly basis as required.

##### 3.1.2. Project Management Meetings

All meetings will be made available to remote attendees utilizing a minimum of desktop image sharing and teleconferencing.

**Monthly PMT Meetings:** Project management team meetings will convene with project key staff. Meetings will be held in Las Vegas. The Consultant will prepare agenda and meeting notes. The NDOT PM will distribute meeting invites, agendas, and minutes to the project team. 24 meetings are assumed.

**Miscellaneous PM Meetings:** Various Project Manager Meetings will be necessary as the project progresses, such as front-office updates, scope and schedule management meetings, and agency updates. The Consultant will prepare for, attend, and document 7 meetings throughout the project. NDOT PM is to be included in all meetings. It is anticipated that 5 meetings will be held in Las Vegas and 2 held in Carson City.

#### 3.2. QUALITY ASSURANCE / QUALITY CONTROL

**QA/QC:** The Consultant will perform ongoing review and checks of all deliverables by an independent reviewer. QA/QC also includes independent review of the EA and technical reports prior to Approved Draft Publication.

#### 3.3. PUBLIC INVOLVEMENT

**Public Meetings:** Two (2) public meetings will be noticed, convened, and facilitated for the project. Since there has been a significant lag between the initial public scoping/intent to study meeting there will be one additional public information meeting allowing the public and agencies an additional opportunity to comment on the project purpose and need and alternative(s) development. A Location/Design hearing will be held after publication of the approved EA to receive public and agency comments on the preferred alternative, impact analysis, and mitigation. Comments from both meetings will be collected, addressed in the EA, Design Recommendation, or FONSI, as appropriate, and placed in the project files stored on SharePoint. A minimum of two weeks prior to the public meeting and the Location/Design hearing, the Consultant will attend dry run meeting with NDOT to review the content of exhibits, handouts, and other public meeting information. Two Consultant team members will attend the meeting in person and others will join via a conference call.

The Consultant is responsible for all noticing (500 residents maximum), mailing list maintenance, advertising, court reporter, and exhibits and presentations. NDOT R/W and Environmental Services Divisions will provide existing mailing lists and agency contact information. The consultant will update and maintain them accordingly. The noticing area consists of 0.25 mile either side of the project study area and to select property owners along the Potosi Mine Road whose parcels rely on access from SR 160.

**Stakeholder and Agency Meetings:** Additional meetings with county commissioners, resource agencies, or property owners may be necessary as the project progresses. The Consultant will prepare for, attend, and document 10 meetings throughout the project. NDOT will attend all meetings with resource agencies and stakeholders.

**Develop Public Outreach Materials:** The Consultant, in conjunction with NDOT, will develop collateral materials for public meetings and for distribution as the project progresses. These materials include handouts describing the project, purpose and need, alternatives, and resources of concern; comment forms; and project flyer / newsletter. This will be a brief one-page summary of project information, meeting announcements, and status and will be updated 2 times and distributed via email and on the agencies' websites. The Consultant, working closely with the NDOT Project Manager, will also prepare PowerPoint presentations for public meetings, stakeholder presentations, and NDOT

updates. The Consultant will provide NDOT with pdf files of the material presented at the public information meeting and public hearing for placement on NDOT's website.

#### 3.4. PROJECT MANAGEMENT DELIVERABLES

- PMT Meeting Agendas and Notes / Action Items
- Coordination and PM Meeting Minutes
- Project Schedule
- Monthly Progress Reports
- Project Management Plan
- Risk and Change Management Registers
- Consultant QA/QC Plan (included in Consultant PMP)
- Stakeholder Meeting Minutes
- Public Outreach Collateral Materials
- Public Outreach Documented Comments
- Final Mailing List and Contact Information
- Project information necessary to construct an Administrative Record

#### 4. NEPA PROCESS

4.1. NEPA COORDINATION - This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process. The EA and decision document will be prepared consistent with the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ) and Federal Highway Administration (FHWA) implementing regulations, policy and guidance for NEPA.

##### 4.1.1. Internal Scoping Meeting with BLM and USFS

The Consultant will prepare for and schedule an internal scoping meeting with the USFS and BLM realty specialist, NEPA coordinator, and resource specialists (Interdisciplinary (ID) Team). The objectives for this meeting are to present an update of the SR 160 project and to obtain agency input on the issues they consider important to the successful completion of the NEPA process.

##### 4.1.2. BLM, USFS, and NDOT / FHWA Update Meetings

Two (2) update meetings with USFS, BLM and NDOT environmental staff will be scheduled at key milestones to discuss project issues such as Purpose and Need and preliminary alternative. This task assumes two Consultant team members would attend the two meetings. Up to 2 additional meetings (1 in-person with two Consultant team members attending and 1 teleconference) will occur through publication of the Approved EA.

4.2. NEPA ANALYSIS: This task consists of the alternatives development and environmental resources and specialty areas which must be analyzed, coordinated with respective resource agencies, documented, and, in some cases, mitigated. Two alternatives, including no action/no build will be initially analyzed. It is assumed that these alternatives will be located within the existing right-of-way. Resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. NDOT involvement, unless otherwise noted, will be in a review and critique capacity.

NEPA Analysis Task Item	Documentation	Field Analysis and Tech Rpts	Agency Coordination
Access	X		
Air Quality Analysis <sup>3</sup>	X	X	X
Traffic Noise Analysis <sup>3</sup>	X	X	X
Biological Resources (including vegetation, invasive/exotic species, wildlife, migratory birds) <sup>3</sup>	X	X	X
Cultural Resources/Section 106 <sup>2</sup>	N/A	N/A	N/A
Cumulative and indirect impacts <sup>3</sup>	X	X	X
Energy Resources and Minerals	X		
Floodplains and Water Resources / Quality	X		X
Geology and Soils	X		
Hazardous Materials <sup>2</sup>	N/A	N/A	N/A
Land Use	X		X
Native American Religious Concerns <sup>2</sup>	N/A	included in cultural resources	N/A
Rangelands/Farmlands	X		X
Recreation	X		X
Safety <sup>3</sup>	X	X	
Section 4(f) (one resource)	X	documented in EA	X
Social and Economic Conditions	X		
T&E Species / BLM Sensitive Species	X	included in biological resources	X
Title VI and Environmental Justice	X		X
Visual Resources <sup>3</sup>	X	X	X
Wetlands / Riparian Zones	X		X
Wild Horse and Burro	X		X

<sup>2</sup>Assumes alignment is 600 feet wide and 11 miles long. A larger study area will be evaluated for the social, economic, and cumulative impacts and indirect effects analysis.  
<sup>3</sup>Technical data and documentation to be completed by NDOT.  
<sup>4</sup>DOT will provide data and documentation to be completed by the Consultant in addition to EA document section.  
<sup>5</sup>Dominant separate technical detail and final reports prepared by the Consultant in addition to EA document section.

#### 4.2.1 Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas listed in the above table. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area. The data collected and analysis will include:

- Traffic Noise Analysis. Conduct adequate field investigation to satisfy policy requirements, ascertain conditions, and calibrate and support the traffic noise model.
- Biological Resources. Collect and analyze wildlife resource data. Document existing vegetation in the project area, including invasive species and noxious weeds. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), NDOT, Natural Diversity Information Source (NDIS), BLM and USFS biological resource specialists, and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. A spring general wildlife and botany presence/absence survey will be completed for rare or sensitive species identified by the BLM, NDOT, and USFWS. Concurrent with the spring survey, the Consultant will conduct a tortoise survey in accordance with USFWS and other agency requirements. In addition, the Consultant will inspect structures that may accommodate bats and swallows.



#### A detailed Biological Resource analysis will be conducted as follows:

##### General Data Collection & Analysis

Initial background information will be gathered through personal interviews, library and archival research, geospatial data, and by contacting resource agencies and data repositories. Updated information will be obtained from the US Fish and Wildlife Service (USFWS), US Bureau of Land Management (BLM) and US Forest Service (USFS) biological resource specialists, Nevada Department of Wildlife (NDOW), and Nevada Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area.

##### General Survey (Spring Only) and Desert Tortoise Survey

A general wildlife and botany presence/absence survey will be completed for rare and protected species identified during the general data collection efforts, and to document existing vegetation, including invasive species and noxious weeds. Concurrent with the spring survey, the Consultant will conduct a tortoise survey in accordance with USFWS and other agency requirements. In addition, the Consultant will inspect structures that may accommodate bats and swallows. The survey area is no larger than 600 feet wide and 11 miles long.

Biological technical reports will be prepared and submitted to NDOT for review and approval. These documents will be completed prior to the Biological Assessment. The reports will include:

- o Noxious Weed Risk Assessment: A noxious weed risk assessment will be completed per BLM guidelines. The risk assessment will include a description of the project and project location, a risk rating for the project, a risk determination, and preventative measures as appropriate.
- o Biological and T&E Tech Memo: A Biological and T&E Tech Memo will be prepared that documents the results of the general data collection and tortoise survey efforts. The memo will include a biological description of the project area, a list of protected species potentially occurring in the project area, and maps of the project area with locations of any relevant resources identified.

- o Energy Resources and Minerals. Document existing energy resources, mining claims, and mineral leases in the study area.

- o Floodplains and Water Resources. Identify surface waters or FEMA-regulated floodplains in the study area. Utilize the hydrology report to determine potential water quality and storm water issues.

- o Land Use. Collect existing and future land use and zoning information from the County, private landowners, and BLM. Describe generalized existing land use from aerial photo interpretation for the study area.

- o Geology and Soils. Utilize geotechnical report to identify potential geology and soils issues.
- o Social and Economic Conditions, including Environmental Justice. Data will be obtained from the US Census Bureau and American Community Survey. This will be supplemented with information from other local sources. Growth in population and employment growth will be assessed using Census and other available demographic information.

- o Visual Conditions. The existing visual environment will be documented, including significant and/or protected view sheds.

- o Recreation. Identify any recreational uses in the study area and determine whether they are protected under the provisions of Section 4(f).

- o Wetlands and Waters of the U.S. Verify the study area is within the area previously cleared by the U.S. Army Corps of Engineers as non-jurisdictional drainages. If the study area has not been previously cleared, contact the St. George, Utah office of the Corps to determine the appropriate level of information they would require during the NEPA phase. This scope does not include time to field identify wetlands/waters of the U.S.

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- o Rangelands/Farmlands/Grazing: Identify any grazing allotments and prime farmlands in the study area. Collect information from private landowners regarding grazing/farming practices.
- o Wild Horses and Burros: Collect data from Department of Agricultural and BLM on numbers and management of stray horses and wild burros in study area.
- o Cumulative Impacts. Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected.

##### 4.3 Obtain Entry Permit

The Consultant will compile lists of properties within the study area and prepare entry permit letters to all property owners. Track responses and prepare 2<sup>nd</sup> follow-up mailing. Follow-up with telephone calls if needed. Up to 60 properties may require entry permits.

##### 4.4 Environmental Assessment (EA)

This task encompasses the preparation of the EA document. The Consultant will author, edit, and revise the document per direction from NDOT, FHWA, and resource agencies. The following iterations of the EA document are included:

1. Administrative Draft – NDOT review
2. Administrative Draft EA – USFS, BLM review.
3. Administrative Draft EA – FHWA review.
4. Revised Preliminary EA – USFS, BLM, NDOT, and FHWA review.
5. (Approved EA) – Public review.
6. Final EA – NDOT/FHWA review

The Consultant will incorporate due care in preparing a quality EA document consistent with industry standards and best practices. The Consultant will respond to and incorporate substantive public and agency comments that provide corrective changes, document refinement, and regulatory compliance.

##### Environmental Assessment Preparation

Preparation of an issue-focused EA, to include the following tasks:

- ▶ NEPA Scoping. Prepare agency-specific scoping letters to resource agencies. Includes 10 letters. Project limits will be established by FHWA guidelines and by 23CFR771.11(f).
- ▶ Refine NDOT's existing Purpose and Need statement. The purpose and need will be refined to reflect existing updated demographic, traffic, safety, and economic data to support the need for improved connectivity.
- ▶ Prepare Description of Alternatives, including:
  - o Process used.
  - o Evaluation criteria.
  - o Alternatives considered but not advanced.
  - o Alternatives to be evaluated in the EA.
- ▶ Document Resources Not Affected:
  - o Prepare rationale/justification for not including in the EA specific resources that will not be affected. This rationale will be included in the EA.
- ▶ Compile information collected under Task 2 for documentation in the Affected Environment section of Chapter 3 of the EA.
- ▶ Analyze impacts and prepare write-ups for the Environmental Consequences section of Chapter 3 of the EA. Impacts will be avoided, minimized or mitigated. This scope assumes that the No Build Alternative and the Preferred Alternative will be the only alternatives evaluated in detail in the EA. Included are the following subsections:

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- **Air Quality.** As required, perform and complete necessary analysis according to current regulations, designations, and policies. Present the results in a technical report per Section 4.2.
- **Traffic Noise.** As required, perform and complete necessary traffic noise analysis according to current regulations and policies. Present the results in a technical report per Section 4.2.
- **Biological Resources.** Assess and describe impacts to vegetation including invasive species/noxious weeds and provide appropriate mitigation measures. A noxious weed risk assessment will be completed following BLM guidelines. Analysis of impacts to wildlife and their habitat. Develop and coordinate mitigation plan for impacts, if appropriate. This scope includes no fisheries impacts would occur. Analyze all potential impacts to Threatened or Endangered Species and Sensitive/Rare Species as identified by USFWS, NDOW, and BLM. Prepare technical information and conduct agency coordination with USFWS and BLM for concurrence. Scope includes no effects to protected species and informal consultation with USFWS. A biological assessment will be prepared and forwarded NDOT for Section consultation with USFWS. The following additional biological documents will also be prepared:
  - o Noxious Weed Risk Assessment: A noxious weed risk assessment will be completed per BLM guidelines. The risk assessment will include a description of the project and project location, a risk rating for the project, a risk determination, and preventative measures as appropriate.
  - o Biological and T&E Tech Memo: As noted in Section 4.2, a Biological and T&E Tech Memo will be prepared that documents the results of the general data collection and survey efforts. The memo will include a biological description of the project area, a list of protected species potentially occurring in the project area, and maps of the project area with locations of any relevant resources identified.
  - **Floodplains and Water Resources.** Evaluate the project's potential impacts on FEMA-regulated floodplains in the study area and water quality impacts.
  - **Hazardous Materials.** NDOT will complete the technical memo and EA section.
  - **Land Use.** Prepare analysis of the project's potential impacts to existing land use, and evaluate the consistency of build alternatives with future land use plans.
  - **Geology and Soils.** Summarize analysis conducted in geotechnical report. Determine need for and/or excess borrow materials for future construction. Discuss use and/or disposition of any excess materials from BLM managed lands.
  - **Cultural Resources.** Summarize analysis conducted by NDOT.
  - **Social and Economic Conditions.** Analysis of impacts to the community of Mountain Springs as a result of proposed improvements. The project would not impact any environmental justice communities. Analyze both adverse and beneficial social and economic changes. This scope includes analysis that will be mostly qualitative in nature, but could include some straightforward quantitative analyses such as effects to local tax revenue. No economic modeling is included. Census data will be used as a basis.
  - **Recreation Resources.** Analysis of impacts to recreation resources and identification of mitigation measures.
  - **Visual.** Analysis of impacts to views of and from the transportation improvements. Prepare visual assessment consistent with FHWA guidelines. Prepare visual renderings of proposed improvements as necessary. (renderings at no more than 3 key observation points to illustrate roadway improvements). Present the results in a technical report per Section 4.2.
  - **Wetlands and Waters of the U.S.** If necessary, describe type of permitting that may be required (i.e., nationwide or individual) and mitigation that may be required.
  - **Rangelands/Farmlands:** Analyze impacts for removing grazing/farmlands from production and presence of roadway and traffic on these land uses.
  - **Wild Horses and Burros:** Analyze impacts of presence of roadway and traffic in area with wild burros and stray horses and/or removal of horses from project area.
  - **Construction.** Identification of anticipated impacts and appropriate mitigation measures during construction. Identify potential construction staging areas.

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- **Indirect Effects and Cumulative Impacts Analysis.** The indirect effects and cumulative impacts analysis will follow recommended approaches in the CEQ and FHWA guidance documents and NCHRP reports on these topics. Per Section 4.2, the project team will prepare a technical memorandum documenting the indirect effects and cumulative impacts analysis that will be summarized in the EA. The level of analysis for each topic will be appropriate for an EA. No expert panel will be formed to provide input on indirect effects; however, the project team will obtain input from the public and agency scoping process on the resources that should be considered in each analysis. Agency input will also be sought on defining the indirect effects and cumulative impacts study area(s) and time horizons. Although regulation or policy does not currently require it, address climate change employing FHWA standard language and utilizing project specifics in this section.

The indirect effects analysis will include the following steps:

- Assess the project's potential for increased accessibility;
  - Assess the project's potential for induced growth;
  - Assess the project's potential for impacts on all sensitive resources; and
  - Assess potential minimization and mitigation measures.
- The cumulative impacts analysis will include the following steps:
- Describe resource conditions and trends;
  - Summarize effects of the proposed action on key resources;
  - Describe other actions and their effects on key resources;
  - Estimate combined effects on key resources; and
  - Consider minimization and mitigation.

Section 4(f). The project area will be reviewed for the potential involvement of 4(f) properties. The scope assumes a 4(f) analysis will be included in the EA and the Final Section 4(f) analysis will be included in the FONSI. This task assumes the 4(f) resource will be a cultural site, and that NDOT will conduct the analysis and coordination of cultural resources. NDOT will conduct all coordination with SHPO and provide the appropriate documentation to the Consultant for the completion of the 4(f) discussion.

The Consultant will prepare 5 copies of the EA for the administrative reviews and 15 copies for the published EA. NDOT will transmit the EAs to cooperating and participating agencies and fulfill any additional requests for hard copies. The Consultant will prepare the EA Notice of Availability and transmit it to all appropriate parties. PDF electronic files will be provided to FHWA, USFS, NDOT and BLM by the Consultant to post to their websites.

#### 4.5 Design Recommendation and Finding of No Significant Impact (FONSI)

This task encompasses the preparation of the decision document for FHWA. The Consultant will author, edit, and revise the document per direction from NDOT and FHWA. The Consultant will summarize and prepare responses to all substantive agency comments. The Consultant will summarize public comments and prepare responses.

The following iterations of the decision documents are included:

1. Administrative Draft – NDOT review.
2. Revised Administrative Draft – NDOT and FHWA review.
3. Final

The Consultant will prepare 5 copies of the Design Recommendation and FONSI for the administrative reviews and 5 copies for the published FONSI. NDOT will transmit the FONSI to the appropriate agencies and the Consultant will prepare a notice and advertise the availability of the FONSI for review

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for publication in local newspapers. PDF electronic files will be provided to FHWA and NDOT by the Consultant.

#### 4.6 NEPA PROCESS DELIVERABLES

- Agency Scoping Letters
- Entry Permit Letters
- Draft and Final Air Quality Technical Report
- Draft and Final Traffic Noise Technical Report
- Draft and Final Biological and T&E Species Technical Report
- Draft and Final Cumulative and Indirect Impacts Report
- Draft and Final Visual Resources Technical Report
- Draft and Final Safety Tech Memo
- Environmental Assessment Document and Drafts, including an individual Section 4(f) analysis
- EA Comment Responses
- Decision Document and Drafts, including a final Section 4(f) analysis.
- ESRI ArcGIS compatible layer files documenting the environmental study limits and natural resource and socioeconomic information used in the EA and FONSI.
- CD/DCV with project information necessary to construct an Administrative Record

### 5 ENGINEERING PROCESS

#### 5.1 LOCATION / SURVEY

The Consultant shall provide electronic copies of the orthographic photos, planimetric features mapping, contour mapping, and a Microstation digital terrain model file of the existing surface. Accuracy of the topographic mapping shall be Number 1 large scale mapping with a one foot contour accuracy.

Additional field surveying by the Consultant will be provided along the alignment corridor to provide additional information required for the preliminary roadway design, as well as the geotechnical and hydrologic analysis. The additional field surveying shall include cross sections and supplemental topo at key points to provide the necessary information required for the other phases of the project. All field survey information and topographic mapping will be provided in Microstation V8i format and shall be based on NDOT coordinate system.

#### 5.2 PREFERRED ALTERNATIVE DEVELOPMENT

This section encompasses the design and engineering effort to support the NEPA process. This includes analysis to determine the range of alternatives, the preferred alignment alternatives, coordination with environmental resource impact analysis, and NEPA documentation.

##### 5.2.1 Alternative Design Analysis

Alternative Design Analysis:

SR 160 CL 11.04 – CL 16.87:

- The Consultant shall perform ongoing design refinement, analysis, and review of the existing SR 160 alignment prepared by NDOT, through the alternative screening process.

SR 160 CL 16.87 – CL 22:

- The Consultant shall perform a QUANTM system analysis to determine if there are any viable alternate routes to the existing SR 160 alignment.

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- The Consultant shall perform a QUANTM system analysis to optimize earthwork balance and sidocut/sidefill impacts for the existing SR 160 alignment widening.

This task encompasses the roadway design effort necessary to reach the preferred alternative. Alignments will follow the AASHTO design criteria appropriate for the highway classification for SR 160. Consultant and NDOT will concur on the appropriate highway classification.

#### 5.2.2 Design Alternatives Report

**Design Alternatives Report:** The findings and analysis performed during project development will be summarized in a design alternatives report. This report will describe the alternatives considered, methodologies, traffic considerations, screening summary, cost estimates, and phasing analysis. The design alternatives report will be formatted as a compendium to the NEPA document.

### 5.3 TRAFFIC MODELING

The Consultant will coordinate with NDOT Traffic Information Division and the Regional Transportation Commission of Southern Nevada (RTC) to develop consensus traffic forecasts for the corridor. The Consultant will prepare a traffic operation analysis using the forecast traffic for base and horizon years.

#### 5.3.1 Travel Demand Forecasts

**Travel Demand Forecasting:** Consultant will develop travel demand forecasts of the existing scenario, future no-action scenario, and one future build scenario for the preparation of the EA. Specifically, this task consists of the following:

- Obtain existing traffic counts for major NDOT roadways
- Obtain RTC model run data from the latest approved model
- Obtain existing and future land-use plans
- Develop / approve traffic forecast methodology memo
- Develop network for future no-action and 1 build alternative
- Run models, analyze and refine outputs
- Produce future forecasts memo
- NDOT review / approve forecasts

#### 5.3.2 Traffic Operations Analysis

**Traffic Operations Analysis:** Since operations will be the same for all build alternatives, Consultant will perform traffic analysis for one build alternative using the results of the travel demand forecasting process. Specifically, this task consists of the following:

- Coordination with and support of travel demand forecasting to obtain data for traffic operations analysis
- Prepare Methodology Memorandum for NDOT and Agency review
- Data collection/compilation to support traffic analysis
- Convert model traffic forecasts to traffic operational level turning movement volumes for AM and PM peak hours of travel
- Conduct existing conditions analysis
- Code Build alternative in SYNCHRO and run future conditions analysis (design horizon year with one build alternative)
- Document results and provide input to development team

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- Prepare draft Operations Analysis Memorandum
- Provide support for NDOT review of traffic operations analysis
- Calculate Measure of Effectiveness (MOE) and provide data to noise/fair
- Provide necessary traffic data for use in the air quality and traffic noise analysis. The traffic data shall be from an NDOT-approved traffic report.
- Finalize Traffic Analysis Memorandum

#### 5.4 DESIGN SCOPING

The Consultant will review and update the previous Scoping Report that was completed by NDOT. The Consultant shall submit the updated Scoping Report to NDOT for review. It is anticipated that as many members of the original scoping team as possible will review the Scoping Report and comment as appropriate. The Consultant will then finalize the updated Scoping Report, which will serve as the basis of for the project going forward.

The report will document the general characteristics of the design alternatives, identify any that are no longer considered feasible and determine which ones shall be advanced for further study. The report will also include any recommendations to study any new alternatives not previously identified. The Design Scoping Report findings will be incorporated into NEPA documentation for alternative development and analysis.

It is not anticipated that this process will require a Design Scoping Meeting or Field Review.

#### 5.5 PRELIMINARY DESIGN

##### 5.5.1 Roadway

The Consultant will incorporate comments from the Design Scoping process and select a preferred alternative in coordination with NDOT. This preferred alternative will be consistent with the NEPA preferred alternative. The Consultant will develop the roadway design to a level sufficient to:

- Establish a final centerline alignment and profile
- Establish super-elevation limits
- Refine earthwork quantities and balances
- Provide the basis for the drainage design
- Develop preliminary design criteria table
- Prepare a Preliminary Geometric Approval Document
- Prepare Preliminary Design Exception Document (if applicable)

##### 5.5.2 Drainage

The Consultant will prepare a hydrologic and hydraulic analysis of the project area for determination of peak flows at concentration points relevant to the SR 160 alignment and to provide for recurrence interval peak flows consistent with NDOT Standards. The project team will coordinate with the Clark County Regional Flood Control District Master Plan Update and Drainage Manual to ensure incorporation of relevant criteria.

The Consultant will follow the policies, procedures, and practices as outlined in the current Nevada Department of Transportation Drainage Manual. The 25-year peak design offsite flows will be computed and hydraulically analyzed to ensure that the historic 25-year peakflow, water surface elevations, and velocities, are perpetuated and do not cause increased flood risk to downstream properties. The 100 year peak flow will only be used to evaluate the roadway impact to the FEMA flood

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zone 'A' area and any area where the project could divert the 100 year flows. Offsite hydrologic analysis will be completed using the HEC-1 model for 25, year and 100 year storm event. Onsite roadway design discharges will be computed using the Rational Method for a 25 year storm event. Hydraulic analysis of major drainages crossing SR 160 will be evaluated using the HEC-RAS hydraulic model for the purpose of sizing and evaluating the existing cross culvert facilities and to assist with the preliminary design of necessary scour and countermeasures. The minor crossings and roadway drainage facilities will be evaluated using HY-8.

The Consultant will review NDOT's field review notes (hand copies and electronic) and will conduct a field review of the project and update the existing data.

The Consultant will prepare drainage reports and design plans that explain the data, methodologies, and results for NDOT approval at the following milestones:

- 15% Conceptual Drainage Report and Alternative Plans (1 PDF Copy)
- 30% Preferred Alternative Drainage Report and Preliminary Plans (1 PDF Copy)

Conceptual Drainage Report and Conceptual Alternatives Plans: A Conceptual Drainage Report and Conceptual Alternatives Plans will be prepared which follows Nevada Department of Transportation Drainage Manual guidelines and is outlined below.

##### 15% Conceptual Alternative Plans will include:

- Conceptual sketches of the on-site system as necessary to determine project footprint and to develop concept-level cost estimates.
- Schematic locations and sizes of channels, culverts, bridges, and river training features with general labeling.
- Proposed conceptual right-of-way needs.
- Conceptual profiles of major channels and cross drainage features: will be shown on the Roadway Plans and Profiles.
- Roadside channels will be determined to be "major" based upon a combination of factors which includes consideration of both size and how critical the channel feature is to determining right-of-way requirements and the pertinence of the information which would be developed by providing Conceptual sketches of the profiles.

##### 15% Conceptual Drainage Report will include:

- Introduction and Purpose Section
- Design Procedures and Criteria Section
- Existing Conditions Section
- Design Recommendations section and with inclusion of drainage design opportunities, constraints, alternatives discussion.
- This section also includes Temporary Pollution Control Categorization Score sheet.
- Recommendation of bulking of flows to allow for sediment conveyance through the culvert
- Permanent Stormwater Pollution Control discussion will be specifically limited to hydraulic stabilization of channels and energy dissipation features.
- Drainage Estimate of Probable Construction Costs.
- Tables and Figures
- Technical Appendices will be electronic on CD in the back of the report. Detention basins are not anticipated to be necessary for the project and therefore related hydraulic and sediment storage aspects are not expected to be relevant.

30% Preferred Alternative Drainage Report and Preliminary Plans: The 30% Preferred Alternative Drainage Report and Preliminary design plans will follow the Nevada Department of Transportation

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Drainage Manual guidelines and design requirements. The following will be included in the preliminary drainage design to a level defined in the NDOT Drainage Manual as outlined below:

- 30% Preferred Alternative Preliminary Plans will include:
  - Plan view of drainage system elements, preliminary construction notes w/stations and elevations will be included on the Roadway Plan and Profile Sheets.
  - Preliminary easement and ROW requirements in consideration of construction equipment and maintenance activities.
  - Preliminary profile of major elements including existing and proposed ground profiles with labeling of design components will be included on the Roadway Plan and Profile Sheets.
  - Preliminary Special Details (DD Sheets)
- 30% Preferred Alternative Drainage Report will include:
  - Introduction and Purpose Section
  - Refine Hydraulic Analysis for Preferred Alternative
  - Refine Offsite Hydrology Model for Preferred Alternative
  - Design Procedures and Criteria Section with inclusion of resolution of procedures for addressing alluvial fan issues for the easterly portion of the alignment
  - Existing Conditions Section
  - Design Recommendations section and with inclusion of drainage design opportunities, constraints, alternatives discussion
  - This section also includes Temporary Pollution Control Categorization Score sheet
  - Permanent Stormwater Pollution Control discussion will be specifically limited to hydraulic stabilization of channels and energy dissipation features.
  - Recommendation of bulking of peaks flows to allow for increase capacity through the culvert (for sediment conveyance).
  - Recommendations on modifications of the existing "hook energy dissipator".
  - Drainage Estimate of Probable Construction Costs.
  - Coordination with adjacent drainage studies and improvement projects.
  - Tables and Figures
  - Technical Appendices will be electronic on CD in the back of the report. Detention basins are not anticipated to be necessary for the project and therefore related hydraulic and sediment storage aspects are not expected to be relevant.

The drainage scope includes the proposed and modification of existing drainage features culverts, natural channels and profiles. However, it is not anticipated that there will be separate drainage plan, profiles and details. The drainage scope does not include a separate drainage structure list, special provisions, or water quality/erosion control design and associated sheets, CLOMR or LOMR submittal.

### 5.5.3 Geotechnical

In order to logically implement an efficient geotechnical investigation and other support services for this project it is proposed that the scope of work be executed in two phases. The phases will include an initial reconnaissance level phase (Phase 1) to collect and summarize geologic and geotechnical data along the corridor to provide information to designers that may influence alignment options. This should be adequate to understand cost impacts for use in the VA at the culmination of this phase. Phase 2 would then include a more detailed intrusive investigation of selected alternative(s). This will facilitate a more informed siting of investigative points/locations rather than using drillhole data to select alternative geometries. We believe this is a cost effective approach for this project because the site is in a geologic setting that affords collection of data from exposed conditions in this mountainous setting. Based on information during an initial site visit, it appears that the conditions can be predicted reliably over short distances for use in establishing reasonable alternatives alignments.

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### Phase 1

#### Review of Available Data

The Consultant will obtain and review available information regarding the project area, proposed roadway plan and profile, and drainage structures prior to the investigation. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography and reports prepared by or for NDOT.

#### Geologic Reconnaissance and Mapping

Surficial geologic mapping and reconnaissance of the alignment will be performed to develop geologic base maps and to characterize the soil and bedrock conditions along the project alignment to aid in project design and development by the design team. The reconnaissance will include:

- Characterization of general rock mass conditions exposed at the sites including rock type, hardness, weathering and primary fracturing pertinent to the potential foundation conditions and rock slope stability.
- Characterization of exposed soils using a genesis lithology qualifier (GLQ) system which incorporates mode of deposition, soil classification and an emphasis on engineering significant properties, including relative consistency, cementation, erosive nature, plasticity and other conditions that could impact engineering properties of the soils.
- Characterization of the critical geotechnical constraints for specific components of the project that could influence design.
- Development of a cut slope inventory for significant cuts to document existing slope conditions and evidence of slope performance including slope failures and random rock fall hazards to aid in determining rock fall containment concepts. This work will build on the information provided in the Foundation Report, Rock Slope Study on SR 160, Pahrump Valley Road, Milepost SR-160-CL-18.2 to 21.42, prepared by NDOT.

During the reconnaissance effort, general slope stability concerns and rock mass characterization will be completed, however, detailed discontinuity measurements are not deemed necessary since NDOT has completed this analysis for the major rock cut slopes. Once final alignments are established, some additionally rock characterization in new cut areas will be included in Phase 2.

### Phase 1 Reports

Reporting for Phase 1 will include:

- A geologic map of the project showing the distribution of the units across the site,
- Preliminary recommended cut slope geometries with select cross sections as appropriate,
- A description of the geologic units including engineering properties,
- Preliminary recommendations for embankment fill slope geometries,
- Discussion of soils and potential project impact or constraints that could influence alternative alignments and recommended preliminary treatments where relevant or necessary,
- Other finding that could influence design geometries.

### Phase 2

Upon conclusion of the selection of roadway alignment alternative(s) the Consultant will develop the geotechnical investigation scope of work for the final design. The scope of work will include a summary table of proposed borings and a site plan showing boring locations and potential access routes. The geotechnical investigation scope will provide an explanation on objective of the boring scheme.

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The Consultant will prepare and submit a draft of the geotechnical investigation scope for final design to NDOT Materials and Testing Division, Geotechnical Section personnel for review and approval. The Consultant will select access routes to use existing roads, trails and previously disturbed ground where possible. The field investigation and access plan will also document the site preparation necessary to reach each location.

The Consultant will revise and resubmit the geotechnical investigation scope for final design in response to review comments received from NDOT.

#### 5.5.4 Right-of-Way and Utilities

**Right-of-Way Evaluation:** Based on the preferred alternative, an assessment of R/W impacts will be developed. This includes determining the parcel numbers affected, total affected acreage, property type, and total numbers of parcels affected. This information will support the community impact report and the overall project cost estimate.

**Utility Evaluation:** The Consultant will prepare a utility impact analysis that identifies existing utilities within the project area and indicates anticipated impacts to those utilities and estimated relocation costs. The level of detail will be sufficient to determine anticipated Right of Way impacts associated with any utility impact. Consultant will utilize existing utility information as provided by utility companies. The potential for an adjacent utility corridor will be evaluated. Major ITS and lighting infrastructure will also be considered. No potholing of utilities is included.

#### 5.6 Preliminary Plans (30%)

The Consultant will develop preliminary design construction plans, specifications, and estimates for the preferred alternative from CL 11.04 to CL 22 a distance of approximately 11 miles. The Consultant will prepare the plans in accordance with NDOT processes and procedures. The plans for the roadway improvements will include the following:

- Title Sheet and Location Sketch
- Typical Roadway Sections depicting the following:
  - As-constructed and proposed sections of improvement
  - Roadway widths
  - Preliminary pavement section
  - Begin / end station limits
  - Preliminary roadside designs (slopes, guardrail)
  - Critical event cross sections
- Plan Details depicting the following:
  - Mapping of exist. features and surface contours
  - Horizontal Alignments (Stationing, curve data, bearings and distances)
  - Limits of existing and required right-of-way
  - Preliminary roadway widths
  - Preliminary cut / fill slope limits
  - Locations of proposed drainage improvements
  - Proposed striping, including lane arrangements and assignments
  - Preliminary intersection layout
  - Locations of existing utilities
  - Preliminary ITS facilities

- Profile Details depicting the following:
  - Preliminary grades and vertical curve data
  - Existing ground
  - Sight distance notes
  - Preliminary ditch notes
  - Preliminary superelevation notes
  - Preliminary earthwork quantities
  - Proposed drainage improvements
  - Locations of existing utilities

Preliminary plans will be developed at a scale of 1"=100' (1x17). The Consultant will provide ESRI ArcGIS compatible layer files of the 30% geometry.

The Consultant will prepare for and facilitate review meetings at the Geometric Review and 30% submittal phases. NDOT Reproduction will reproduce submittal sets for NDOT review based upon a Consultant submitted PDF file.

#### 5.7 PREFERRED ALTERNATIVE CONSTRUCTION COST ESTIMATE

The Consultant will provide a preliminary construction cost estimate approximating the future capital cost for the preferred alternative improvements. The cost estimate will be provided as a cost range and will utilize NDOT standard bid items and historical costs.

A corresponding right-of-way cost estimate will be included summarizing impacts to properties, property type, acreage, and potential acquisition cost for each property.

##### 5.7.1 Value Analysis and Risk Assessment Workshop

The Consultant shall participate in a two (2) day Value Analysis (VA) and Risk Assessment workshop that will study the proposed design. The Consultant shall provide an independent VA team that has little to no previous involvement in the project. The team will be comprised of five (5) senior professionals experienced in major roadway design and construction, including 1) a Drainage Engineer, 2) a Roadway Engineer, 3) Traffic Engineer, 4) NEPA expert and 5) a Construction Expert. The Consultant will provide the VA Facilitator and will produce the VA study. The VA facilitator shall be a Certified Value Specialist as defined by SAVE International. The Risk Assessment team will consist of the Consultant Project Manager, Consultant Risk Team Leader, and project stakeholders. The workshop participants will meet together to discuss goals and objectives and then split into two sessions, one for the VA and the other for the Risk Assessment for a one day period. All workshop participants will reconvene together the following morning to discuss and finalize the findings of the respective groups.

The Consultant Project Manager will attend the workshop, provide resources needed for the success of the workshop and answer questions and assist in the analysis. The Consultant will be responsible for all costs to host and facilitate the workshop (room rental, food, etc).

The VA Facilitator and the Risk Team Leader will be responsible for preparing the final report that documents the findings of the workshop. It is anticipated that the workshop will be held in Las Vegas.

The goal of the workshop is to identify the essential function of the project, the associated costs and the risk to scope, schedule and budget. The workshop will use creative thinking to explore alternate ways of performing the project function at a lower cost or to otherwise improve the value of the project design and to identify categories and levels of risk and potential causes. Analysis will include a constructability review and assessment to determine construction and sequencing risks and opportunities.

Consultant will determine the cost risks for the estimate determined in 5.7. During the workshop a Risk-Based Estimate will be developed with stakeholder input. This process is to maximize the beneficial outcome of the opportunities and minimize or eliminate the consequences of potential adverse risk events. Risk identification will involve determining which risks might affect the project and documenting their characteristics that is organized by the project stakeholders or team in a risk register. All identified risks will be evaluated for probability and impact such as high medium or low. Each identified risk will include the risk trigger(s) or causation event. The stakeholders will assess the identified adverse risk be avoided, transferred, mitigated or to be accepted.

Qualitative risk analysis will assess the impact and likelihood of the identified risks and develop a prioritized list of these elements in the risk register. The study team will assess each identified risk for its probability of occurrence and its impact on project objectives. Utilizing the risk register a quantitative risk analysis will be performed as a way of numerically estimating the probability range that a project will meet its estimated cost. This analysis will be based on a simultaneous evaluation of the impacts of all identified and quantified risks in conjunction with Risk and Probability. Multiple quantitative risk analysis will be performed until the identified risks and opportunities provide the project with a team agreed probable range of estimated construction costs that model the adverse risks and positive opportunities that have been found to have potential effect on the total project cost. The project team will develop and identify a strategy best suited for each risk, and then select specific actions to implement that strategy to assess outcomes during the design process.

#### 5.7.2 Benefit Cost Analysis

Prepare a benefit cost analysis. The analysis will describe how the project will improve the existing condition of the facility, decrease surface level transportation related crashes, injuries, and fatalities, and enhance community livability.

The analysis will compare the benefits and costs of the build alternative to the no-build alternative. The analysis will be conducted using annual estimates of benefits and costs from the first year of operation through the design year. The remaining useful life of assets expected to provide benefits beyond the design year will be accounted for in the analysis. All benefits and costs will be discounted at a real discount rate consistent with Federal Highway Administration (FHWA) guidance.

The following benefits (and/or disbenefits) of transportation improvements will be estimated:

- Travel time savings for personal and commercial vehicles
- Vehicle operating cost changes
- Accident reduction
- Air quality and global warming changes
- Other external costs

The benefit/cost analysis will also include a qualitative discussion of other benefits that are difficult to quantify (i.e. livability). This discussion will include benefits to the region as well as possible national benefits.

The analysis will also conduct a sensitivity analysis to illustrate how changes in key assumptions impacts the benefit cost ratio

#### Data Needs

- Base year and design year for facility
- VMT and VHT estimates for the no build and build alternatives. Annual VMT and VHT should be provided. If traffic modeling only provides peak VMT and VHT, an expansion factor should be provided to annualize the data for the study area. VMT and VHT should be provided for existing conditions, the first year of operation, and the design year.

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- Construction cost estimates. The costs should be broken out between right-of-way costs and construction costs.
  - Vehicle occupancy rates for existing conditions, first year of operations, and design year.
  - Percentage of autos/trucks of total VMT for existing conditions, first year of operation, and design year.
  - Annual accident rates for the build and no build alternative for the following types of accidents: fatality, injury, or property damage.
  - O&M costs for different highway facilities (i.e. pavement rehab, yearly maintenance, bridge, tunnels, lids, etc.)
- Useful life values for different transportation facilities (i.e. roadways, bridges)

#### 5.8 ENGINEERING PROCESS DELIVERABLES

- Aerial Topographic Survey
- Design Alternative Report
- Existing Traffic Conditions & Methodology Memo
- Traffic Operations Analysis Memo
- Traffic Study Report
- Scoping Report / Alternative Development Plansheets
- 15% Geometric Review Plansheets (1 PDF Copy)
- ESRI ArcGIS compatible layer files of the 15% geometry
- Conceptual Drainage Report (15% & 30%) (1 PDF Copy of each)
- Preliminary Plans (30%) (1 PDF Copy)
- ESRI ArcGIS compatible layer files of the 30% geometry.
- Construction Cost Estimate
- Value Analysis and Risk Assessment Report
- Benefit Cost Analysis
- Develop preliminary design criteria table
- Prepare a Preliminary Geometric Approval Document
- Prepare Preliminary Design Exception Document (if applicable)

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Date

Anir M. Soltani, P.E.  
Project Management Chief  
Nevada Department of Transportation  
1263 S. Stewart St.  
Carson City, Nevada 89712

Contingency  
Approval Letter

References: xxxx (Agreement No. P100-xx-xxx)  
Request to Expend Contingency Funds

Dear Mr. Soltani:

Pursuant to the terms of the agreement referenced above, attached are the Scope of Services, Schedule and negotiated Man-Hours' Estimate for engineering services related to this project. The scope of this assignment includes \_\_\_\_\_.

The total negotiated cost is \$ \_\_\_\_\_. The work will start on \_\_\_\_\_, 2011, and will be completed by \_\_\_\_\_, 2011. We are requesting approval to use Contingency Funds to cover the cost of this work.

Sincerely,

xx, P.E.  
Project Manager

Approved:

Amir M. Soltani, PE \_\_\_\_\_ Date

CC: Project Manager  
Agreement Services

Attachment C  
AFFIDAVIT REQUIRED UNDER SECTION 112(c)  
of Title 23 United States Code, Act of August 27, 1958  
and  
Part 29 of Title 49, Code of Federal Regulations,  
November 17, 1987.

STATE OF Nevada }  
COUNTY OF Clark } SS

I, James Caviola (Name of party signing this affidavit  
and the Proposal Form) President (Title) being duly sworn  
do depose and say: That CA Group, Inc. (Name of person, firm,  
association, or corporation) has not either directly or indirectly, entered into agreement, participated in  
any collusion, or otherwise taken any action in restraint of free competitive bidding in  
connection with this contract; and further that, except as noted below to the best of knowledge,  
the above named and its principals:

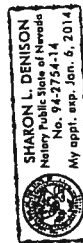
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature \_\_\_\_\_  
Title President

Sworn to before me this 19th day of October, 2011  
Signature \_\_\_\_\_  
Notary Public, Judge or other Official



(SEAL)



**Per Diem Rates Allowed State Employees**  
(For Information Only)

- 1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is [www.gsa.gov](http://www.gsa.gov) and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore rates should be verified prior to all travel.
- 2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.
- 3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.
- 4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.
- 5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.
- 6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.

T 21018622

NEVADA DEPARTMENT OF TRANSPORTATION  
AGREEMENT SUMMARY SHEET

RECEIVED  
2014 MAR 21 AM 8:30  
STATE OF NEVADA  
DEPT. OF TRANSPORTATION  
CARSON CITY NEVADA

Agreement No. P294-11-016 Amendment No. 1 Task Order No. Task Order Amendment No.  
Start Date: 12/31/2018 End Date: 12/31/2018 Amendment Date: Procured by:

Agreement Type: Consultant Agreement Sub-Type: Design Services Procurement No.:  
Purpose: Complete technical support for the delivery of the SR 160 widening project Phase 1 Final Design.

County(ies) where work is being performed: Clark

Contact Person: Lynnette Russell Phone No.: 702-671-6801 Email: lrusell@dot.state.nv.us  
Project Manager: Lynnette Russell Phone No.: 702-671-6801 Email: lrusell@dot.state.nv.us

Second Party Information

Contact Person: James Caviole Email: james.caviole@co-agroup.com Phone No.: 702-885-5945  
Company Name: C.A. Group, Inc. NV Business License No.: NV20081407877

Primary Address: 2785 South Rainbow Blvd. Las Vegas NV 89146 Business License Expiration: 3/31/2016

Invoice Remit To Address: 2785 South Rainbow Blvd. Las Vegas NV 89146 Bt. Search: lrusell@dot.state.nv.us

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$3,092,000.00 Org No. Responsible for Billing: C015 Funding Percentage:

Payable Amount: Fixed Fee %: 10 Payment Code: Payable Federal: 0

Receivable Amount: Overhead %: 108.39 Payment Cycle: Monthly State: 100

Amendment Amount: \$1,013,000.00 Retention %: Security Deposit: Yes ☐ No ☒ Local:

Fed Participation: Yes ☐ No ☒ In-Kind Services: Yes ☐ No ☒ Deposit Amount: DBE Goal: 5%

Appr Unit: 486008 Activity: 9292 Object: 8140 Job/Project: 73396

Project Identification

Project ID No.: 4-03389 Contract:

EA No.: 73396 Other:

Board Approval

Transportation ☒ BOE ☐ Meeting Date: 4/14/2014 BOE Contract No.:

Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☒

If yes, who, where did they work, and when did they leave?

Review Approval:

Asst. Director: [Signature] Required does to start process: Final Distribution Execution: (to be completed by Admin Services)

Original Summary Sheet: ☐ Recipient: ☐ AGMM ☒ ANOT

Original Form 2A: ☐ Lynnette Russell ☒ AGMT ☒ AGML

Electronic Draft of Agreement: ☐ Luis Garay ☐ Notice of Award Sent

IT: [Signature] Amir Soliani ☐ Tracking Log Updated

Legal: [Signature] Jim Regan ☐ Insurance Log Updated

Proj. Acctg.: [Signature] Nortia Lanuza ☐ Data/Initials: 4/23/14 JML

Right of Way: [Signature] Felicia Denney ☐ Verified: 4/23/14 JML

Agree Services: 3/21/14

Agree: [Signature] 6-10 3-69 6H

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Agree: [Signature]

Amendment No. 1 to  
Service Agreement No. P294-11-015

This Amendment is made and entered into this 6<sup>th</sup> day of June, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and CA Group, Inc. 2785 South Rainbow Blvd., Las Vegas, Nevada 89146, hereinafter referred to as the SERVICE PROVIDER. Individually they are each a "Party" and collectively they are the "Parties".

WITNESSETH:

WHEREAS, on November 14, 2011, the Parties entered into Agreement No. P294-11-015 to perform the Environmental Phase for SR 160 from SR 59 to Mountain Springs; and

WHEREAS, this Amendment No. 1 is necessary to increase the amount to be paid to the SERVICE PROVIDER by One Million Thirteen Thousand and No/100 Dollars (\$1,013,000.00) to complete the technical support for Design-Build or CMAR delivery and/or Final Design for Design-Bid-Build delivery of the SR 160 widening project.

WHEREAS, The SR 160 widening project consists of widening a length of approximately eleven (11) miles from two (2) to four (4) general purpose lanes and a fourteen (14) foot median. This project has been divided into two phases for delivery purposes. Phase 1 consists of widening a length of six (6) miles and Phase 2 consists of widening a length of five (5) miles. The original scope of services described in Attachment A is advanced as specified in Attachment D - Amendment No. 1 Scope of Services Phase 1, attached hereto and incorporated herein (Both attachments A and D collectively, hereafter called the PROJECT); and

WHEREAS, the termination date must be amended and extended due to the augmentation of the scope of work; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P294-11-015; and

NOW, THEREFORE, the Parties agree as follows:

A. Article I, is amended by adding Paragraph 4: "The SERVICE PROVIDER agrees to provide engineering services to complete the technical support for Design-Build or Construction Manager at Risk (CMAR) delivery and/or Final Design for Design-Bid-Build delivery of the PROJECT."

B. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2014 to December 31, 2016.

C. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place, "Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of two Million Nine Hundred Twenty-Nine Thousand Seven Hundred Eight and No/100 Dollars (\$2,929,700.00). The fixed fee, to cover profit, shall be One Hundred Sixty-Two Thousand Three Hundred Eleven and No/100 Dollars (\$162,300.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

D. Article IV, Paragraph 4, is amended by deleting it in its entirety and inserting in its place, "The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Three Million Ninety-Two Thousand and No/00 Dollars (\$3,092,000.00), which includes the fixed fee."

E. Article VII, Paragraph 26, is amended by deleting it in its entirety and inserting in its place, "All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below."

FOR DEPARTMENT:

Rodolfo Mallabon, P.E., Director  
Attn: Lynette Russell, P.E.  
Project Manager Nevada Department of Transportation  
Division: Project Management  
123 E Washington Ave  
Las Vegas, NV 89125-0170  
Phone: (702) 671-8601  
Fax: (702) 671-8850  
E-mail: russell@dot.state.nv.us

FOR SERVICE PROVIDER:


James Caviola, P.E.,  
C.A. Group, Inc.  
2785 South Rainbow Blvd  
Las Vegas, NV 89146  
Phone: 702-685-5945  
Fax: 702-685-5947  
E-mail: james.caviola@c-agroup.com

F. All of the other provisions of Agreement No. P294-11-015 dated November 14, 2011 shall remain in full force and effect as if set forth herein.

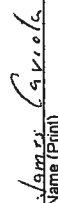
IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

SERVICE PROVIDER: CA Group, Inc.

STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

  
Name (Print)

  
Director

  
Name (Print)

  
Approved as to Legality and Form:

  
Title (Print)

  
Deputy Attorney General

# Agreement P294-11-015 Attachment D Amendment No. 1 Scope of Services SR-160 Phase 1 Final Design

Prepared for  
Nevada Department of Transportation  
March 11, 2014

MARCH 2014 FINAL DESIGN SCOPE

1.	PROJECT MANAGEMENT	1
1.1.	Quality Management	1
1.1.1.	Quality Assurance	1
1.1.2.	Project Management Plan / Update	1
1.2.	Meetings and Progress Updates	1
1.3.	Progress and Task Management	2
2.	SUPPLEMENTAL ENGINEERING DATA	2
2.1.	Geotechnical Services	2
2.2.	Location/Survey and Mapping Services	2
3.	ENVIRONMENTAL SERVICES	3
3.1.	Delinquent Report	3
3.2.	Impacts Analysis	3
3.3.	Section 404 Permit	3
3.4.	Section 401 Water Quality Certification Application	3
4.	INTERMEDIATE DESIGN PLANS (60%)	4
4.1.	Roadway	4
4.1.1.	Roadway Plans	4
4.2.	Drainage	4
4.2.1.	Drainage Plans	4
4.2.2.	Drainage Profiles	4
4.2.3.	Drainage Details	4
4.2.4.	Removal Plans	4
4.2.5.	Temporary Pollution Control Plans	5
4.2.6.	Intermediate Drainage Design Report	5
4.2.7.	FEMA Flood Zone A	5
4.3.	Traffic and ITS	5
4.3.1.	Traffic Plans	5
4.3.2.	Lighting and ITS Plans	5
4.3.3.	Traffic Control/Staging Plans	5
4.4.	Structures	5
4.4.1.	Structures Plans	5
4.5.	Landscape and Aesthetics	6
4.5.1.	Structure Aesthetics	6
4.5.2.	Landscape Ground Plane	6
4.5.3.	Presentation Graphics	6
4.6.	Estimates	6
4.7.	Specifications	6
5.	QA DESIGN PLANS (90%)	7
5.1.	Roadway	7
5.1.1.	Roadway Plans	7
5.2.	Drainage	7
5.2.1.	Drainage Plans	7
5.2.2.	Drainage Profiles	7
5.2.3.	Drainage Details	7

## ATTACHMENT "D"

**AMENDMENT NO. 1 - SCOPE OF SERVICES**  
**SR 160 WIDENING PROJECT PHASE 1 FINAL DESIGN**

CA Group, Inc. (hereinafter CONSULTANT) will advance the preliminary design of the SR-160 Phase 1 (the PROJECT) to final completion (in stages of, Intermediate Submittal Design, QA Submittal, PS&E Submittal and Doc Date Plans Submittal). This Scope of Services is predicated upon the Preliminary 30% Design. The limits of Phase 1 of the agreement will be along SR160, using the "P1" alignment, from station 410+97.84 to 703+52.57 (MP limits approximately CL11.04 to CL16.58).

**1. PROJECT MANAGEMENT**

The CONSULTANT will provide project management services for this scope of services.

**1.1. Quality Management**

The CONSULTANT is responsible for the quality, accuracy and completeness of the plans and related design prepared under this contract and will check all such material accordingly.

QA reviews will be performed on all processes necessary to complete the work on this project.

**1.1.1. Quality Assurance**

The CONSULTANT shall conduct an independent QA review for the project deliverables.

**1.1.2. Project Management Plan / Update**

The CONSULTANT will update the Project Management Plan (PMP) for this proposed scope, including updates for all project deliverables and have it in effect during the entire time work is being performed under this contract. The CONSULTANT will make the PMP available to NDOT for review prior to receipt of the written Notice to Proceed, and at any time thereafter. The final PMP will include the following elements:

- Roles, responsibilities, and authority of the CONSULTANT's team members (org chart) for the quality, accuracy and completeness of the plans and related design for each phase of project development.
- Documentation requirements for design, checking and QA.
- Details of QC measures, including the design process checks and identification of when QA/QC activities will occur.
- Details of the independent QA review.

**1.2. Meetings and Progress updates**

The CONSULTANT will coordinate, administer and attend monthly project, design review, and other necessary meetings with the DEPARTMENT, its subconsultants, and other affected parties. Meeting minutes and an action items list will be

5.2.4. Removal Plans.....	7
5.2.5. Temporary Pollution Control Plans.....	8
5.2.6. Structure List.....	8
5.2.7. QA Drainage Design Report.....	8
5.3. Traffic and ITS.....	8
5.3.1. Traffic Plans.....	8
5.3.2. Lighting and ITS Plans.....	8
5.3.3. Traffic Control/Staging Plans.....	8
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MARCH 2014	FINAL DESIGN SCOPE
<p>developed and distributed after each meeting. Field meetings may be required, and will be attended with notes distributed to the DEPARTMENT and design team.</p> <p>The CONSULTANT will administer the following Meetings:</p> <ul style="list-style-type: none"> <li>• Monthly Progress Meetings</li> <li>• Intermediate Design Review Meeting</li> <li>• 80% Design Review Meeting</li> </ul>	<p><b>ENVIRONMENTAL SERVICES</b></p> <p>The CONSULTANT will by its own or subconsultant forces provide environmental services for the project.</p>
<p><b>1.3. Progress and Task Management</b></p> <p>The CONSULTANT will advance critical design and coordination items throughout the design and production phases for all disciplines. Task Managers will be assigned in each discipline to review and coordinate the state and direction of the design. During DEPARTMENT design review durations, the task leads will perform interdisciplinary reviews of the plans to ensure conformance between disciplines and eliminate conflicts. Task leads will attend and participate in the PROJECT Plan Review Meetings. Review comments will be recorded and documented in a table format including the action to be taken.</p> <p>The CONSULTANT will coordinate with management, NDOT, and other agencies as necessary to ensure consistency, completeness and accuracy of all stages of the plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings.</p>	<p><b>3.1. Delineation Report</b></p> <p>In accordance with the NEPA process that has been carried out during the 30% design, CONSULTANT will collect general water resource data for the project area and conduct a site visit to identify, photograph and record physical characteristics of watercourses within the project limits and prepare a delineation report consisting of:</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• State location and project vicinity maps</li> <li>• Completed preliminary jurisdictional delineation form</li> <li>• Completed aquatic resource physical characteristics table</li> <li>• Plan view map sheets showing proposed waters of the US and location of ground photographs at the design plan scale of 1"=100'.</li> <li>• Ground photograph log</li> </ul>
<p><b>2. SUPPLEMENTAL ENGINEERING DATA</b></p> <p>The CONSULTANT will obtain additional engineering data to perform the final design services.</p>	<p><b>3.2. Impacts Analysis</b></p> <p>Calculate project impacts to waters of the US by using GIS software to overlay 60% level design plans on proposed waters of the US from the delineation report. Review and repeat for the subsequent design submittals to verify no revisions were made to impact the 404/401 permit applications.</p>
<p><b>2.1. Geotechnical Services</b></p> <p>The CONSULTANT will provide necessary information to the DEPARTMENT to support the Geotechnical Services effort. The DEPARTMENT will prepare the pavement design and determine the suitability of excavated material for use as embankment borrow and difficulty of excavation.</p>	<p><b>3.3. Section 404 Permit</b></p> <p>Prepare a PCN package to the Corps of Engineers that consists of:</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• State and project location maps</li> <li>• Completed Corps South Pacific Division PCN form for projects in Nevada</li> <li>• Plan view map sheets and cross sections sheets showing impacts to waters of the US at design plan scale of 1"=100'.</li> </ul>
<p><b>2.2. Location/Survey and Mapping Services</b></p> <p>The CONSULTANT will by its own or subconsultant forces, obtain additional aerial topography mapping and field survey data. Exhibits for permission to construct areas will be prepared for property owner coordination.</p> <ul style="list-style-type: none"> <li>• Aerial topography will be obtained for the FEMA flood zone in coordination with the required drainage analysis.</li> <li>• Additional field survey will be performed to locate and tie down miscellaneous structures, features, and driveways that were not located via survey during the 30% design phase.</li> <li>• Legal descriptions or exhibits will be provided for permission to construct areas as shown on the 30% plans.</li> </ul>	<p><b>3.4. Section 401 Water Quality Certification Application</b></p> <p>Prepare a Section 401 water quality certification application that consists of:</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Completed NDEP 401 certification application</li> <li>• A copy of the PCN submitted to the Corps</li> </ul>
<p><b>Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>• Supplemental Topography files in electronic format</li> <li>• Legal Descriptions</li> </ul>	<p><b>Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>• Delineation Report (3 submittals)</li> <li>• Section 404 Nationwide Permit Preconstruction Notice package (3 submittals)</li> <li>• Section 401 Water Quality Certification Application package (3 submittals)</li> </ul>

	MARCH 2014	FINAL DESIGN SCOPE
4. INTERMEDIATE DESIGN PLANS (60%)		
4.1. Roadway		
The CONSULTANT will prepare Intermediate Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:		<ul style="list-style-type: none"> <li>Substantially complete plans and keynotes for removal or abandonment of onsite and drainage facilities.</li> </ul>
4.1.1. Roadway Plans		
Provide plans in accordance with the PROJECT Improvements including:		
<ul style="list-style-type: none"> <li>Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li> <li>Typical Sections, Location control</li> <li>Roadway Plans</li> <li>Profile Sheets</li> <li>Grading Plans</li> <li>Geometrics and Elevation Control Plans</li> <li>Special Details</li> </ul>		<ul style="list-style-type: none"> <li>4.2.5. Temporary Pollution Control Plans</li> <li>Not included in this scope of services</li> </ul>
4.2. Intermediate Drainage Design Report		
<ul style="list-style-type: none"> <li>The Intermediate Drainage Design Report will not be included with this scope.</li> </ul>		
4.2.7. FEMA Flood Zone A		
The CONSULTANT will perform a Hydraulic Analysis of the FEMA Flood Zone A. The analysis will be based on existing mapping of the Roadway and 20' contour quad maps. No CLOMR or LOMR will be prepared or submitted.		
4.3. Traffic and ITS		
The CONSULTANT will prepare Intermediate Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.		
4.3.1. Traffic Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Permanent Striping Plans</li> <li>Signing Plans (including way finding and/or interpretive signage directing people toward Red Rock)</li> </ul>		
4.3.2. Lighting and ITS Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Lighting Plans</li> <li>ITS Plans</li> <li>ITS Detail sheets</li> </ul>		
4.3.3. Traffic Control/Staging Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Traffic Control Plans</li> <li>Project Staging Plans</li> </ul>		
4.4. Structures		
The CONSULTANT will design and prepare Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:		
4.4.1. Structures Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Miscellaneous Structures Plans and Details</li> </ul>		

	MARCH 2014	FINAL DESIGN SCOPE
4. INTERMEDIATE DESIGN PLANS (60%)		
4.1. Roadway		
The CONSULTANT will prepare Intermediate Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:		
4.1.1. Roadway Plans		
Provide plans in accordance with the PROJECT Improvements including:		
<ul style="list-style-type: none"> <li>Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li> <li>Typical Sections, Location control</li> <li>Roadway Plans</li> <li>Profile Sheets</li> <li>Grading Plans</li> <li>Geometrics and Elevation Control Plans</li> <li>Special Details</li> </ul>		
4.2. Drainage		
The CONSULTANT will prepare Intermediate Drainage Design Plans for the PROJECT in conformance with the Intermediate Plan Submittal Requirements as outlined in Table B-4 of the 2006 NDOT Drainage Manual. The Drainage Plans will include:		
4.2.1. Drainage Plans		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Detailed Plans and detailed keynotes for proposed offsite drainage crossings.</li> <li>Detailed Plans and keynotes showing grading areas at culvert crossings.</li> <li>Substantially complete plans and keynotes for onsite inlets and laterals.</li> <li>Substantially complete plans and keynotes for onsite drainage systems.</li> </ul>		
4.2.2. Drainage Profiles		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Detailed Profiles for offsite drainage systems and onsite drainage system trunklines.</li> <li>Substantially complete profiles for onsite and drainage system laterals.</li> </ul>		
4.2.3. Drainage Details		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Basic layout geometry of special drainage structures (structural design to be performed by others)</li> <li>Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.</li> </ul>		
4.2.4. Removal Plans		
Detailed plans and detailed keynotes for removal of offsite drainage facilities.		

	MARCH 2014	FINAL DESIGN SCOPE
4.5. Landscape and Aesthetics		
4.5.1. Structure Aesthetics		
The CONSULTANT will prepare Intermediate (60%) landscape and aesthetics plans. The CONSULTANT will develop aesthetic treatments for earthwork, and ground plane, as necessary.		
4.5.2. Landscape Ground Plane		
The CONSULTANT will prepare plan sheets, to an intermediate level of detail, that indicate groundcover plantings. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms and additional structure aesthetics. Consultant shall coordinate with environmental and hydraulics to prepare revegetation plans for all disturbed areas. Groundcover plantings shall be for non-irrigated plantings, other than temporary irrigation for plant establishment.		
4.5.3. Presentation Graphics		
The CONSULTANT will prepare color graphics depicting up to three (3) landscape scenarios for the SR 159/SR 160 intersection aesthetic treatments for the project. The CONSULTANT will provide one 30"x42" board for each scenario for one public meeting. The graphics will be provided both as a hard copy, in the form of presentation boards and as electronic files suitable to be used in a PowerPoint presentation. The graphics will be utilized at a public meeting and stakeholder meetings.		
<u>Deliverable Summary</u>		
• Presentation graphics (hard copy and electronic)		
4.6. Estimates		
The CONSULTANT will prepare a preliminary opinion of possible construction cost estimate for all items of work. Items shall be broken down per NDOT Bid item numbers, descriptions and units. The CONSULTANT will utilize base unit prices from the NDOT Reasonable Bid Item Estimates and the most current NDOT bid tabs of similar projects (if available).		
4.7. Specifications		
The CONSULTANT will prepare special provisions for those items not identified as part of the NDOT Standard Specifications for Road and Bridge Construction. CONSULTANT will work with the DEPARTMENT's Specifications team to identify the appropriate pull sheets to be included in the Special Provisions.		
<u>Deliverable Summary</u>		
• Intermediate (60%) Plans Package		
• Preliminary Estimate of Probable construction Cost		
• Preliminary Specifications Package		
5. QA DESIGN PLANS (90%)		
5.1. Roadway		
The CONSULTANT will prepare QA (90%) Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:		
5.1.1. Roadway Plans		
Provide plans in accordance with the PROJECT Improvements including:		
• Title Sheet, Location Sketch, General Notes, Summaries, Quantities		
• Typical Sections, Location control		
• Roadway Plans		
• Profile Sheets		
• Grading Plans		
• Geometrics and Elevation Control Plans		
• Special Details		
5.2. Drainage		
The CONSULTANT will prepare QA Drainage Design Plans for the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual. The Plans will include:		
5.2.1. Drainage Plans		
As outlined in the NDOT Drainage Manual, Table B-5, including:		
• Detailed Plans and detailed keynotes for proposed offsite and onsite drainage systems.		
• Detailed grading at Drainage Crossings based on the Roadway Grading provided to the CONSULTANT.		
5.2.2. Drainage Profiles		
As outlined in the NDOT Drainage Manual Table B-5, including:		
• Detailed Profiles for offsite and onsite drainage systems.		
5.2.3. Drainage Details		
As outlined in the NDOT Drainage Manual, Table B-5, including:		
• Basic layout geometry of special drainage structures, verified against structural design (to be performed by others)		
• Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.		
5.2.4. Removal Plans		
• Detailed plans and detailed keynotes for removal of offsite drainage crossing.		
• Detailed plans and keynotes for removal or abandonment of onsite drainage facilities.		



## 5.2.5. Temporary Pollution Control Plans

Not included in this scope of services.

### 5.2.6. Structure List

- Complete Structure List as outlined in the NDOT Drainage Manual Table B-5

### 5.2.7. QA Drainage Design Report

The CONSULTANT will prepare QA Drainage Design Report for SR-160 Phase 1, based on the overall 30% Drainage Report including applicable items listed in Appendix A of the 2006 NDOT Drainage Manual.

- The QA Drainage Report (submittal will be on a CD).

## 5.3. Traffic and ITS

The CONSULTANT will prepare QA (90%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.

### 5.3.1. Traffic Plans

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans

### 5.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets

### 5.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT improvements including:

- Traffic Control Plans
- Project Staging Plans

## 5.4. Structures

The CONSULTANT will design and prepare Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:

### 5.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

## 5.5. Landscape and Aesthetics

### 5.5.1. Structure Aesthetics

The CONSULTANT will prepare QA landscape and aesthetics plans based on the comments from the intermediate submittal. The aesthetic treatments will be applied to structural components as necessary. Construction details and outline specifications will accompany this submittal.

### 5.5.2. Landscape Ground Plane

The CONSULTANT will prepare plan sheets, to a QA level of detail that incorporate comments from the intermediate submittal review, that indicate groundcover treatments. This work effort will be focused on additional hardscape and ground plane design. These design elements will include specialty paving, earth forms and additional structural aesthetics.

### 5.6. Estimates and Specifications

The CONSULTANT will update the project cost estimate to the QA level by incorporating design changes and updating the previous estimate.

The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the project specifications based upon updated QA level cost estimates and pay items.

### Deliverable Summary

- QA (90%) Plans Package
- QA Estimate of Probable construction cost
- QA Specifications Package

## 6. PS&E PLANS (100%)

### 6.1. Roadway

The CONSULTANT will prepare PS&E (100%) Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:

#### 6.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Special Details

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6.2.	<p><b>Drainage</b></p> <p>The CONSULTANT will prepare PS&amp;E Drainage Design Plans the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual.</p> <p><b>6.2.1. PS&amp;E Drainage Report</b></p> <p>PS&amp;E Drainage Report is not included in this scope.</p>	<p>to structural components as necessary. Construction details and specifications will accompany this submittal.</p> <p><b>6.5.2. Landscape Ground Plane</b></p> <p>The CONSULTANT will prepare plan sheets, to a PS&amp;E level of detail that incorporate comments from the QA/QC submittal review and indicate groundcover treatments. This work effort will be focused on additional hardscape and ground plane design. These design elements will include specialty paving, and earth forms.</p>
6.3.	<p><b>Traffic and ITS</b></p> <p>The CONSULTANT will prepare PS&amp;E (100%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.</p> <p><b>6.3.1. Traffic Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Permanent Striping Plans</li> <li>• Signing Plans</li> </ul> <p><b>6.3.2. Lighting and ITS Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Lighting Plans</li> <li>• ITS Plans</li> <li>• ITS Detail sheets</li> </ul> <p><b>6.3.3. Traffic Control/Staging Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Traffic Control Plans</li> <li>• Project Staging Plans</li> </ul>	<p><b>6.6. Estimates and Specifications</b></p> <p>The CONSULTANT will update the project cost estimate to the PS&amp;E level by incorporating design changes and updating the previous estimate.</p> <p>The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the project specifications based upon updated PS&amp;E level cost estimates and pay items.</p> <p><b>Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>• QA (90%) Plans Package</li> <li>• QA Estimate of Probable construction Cost</li> <li>• QA Specifications Package</li> </ul> <p><b>7. DOC DATE PLAN SUBMITTAL (FINAL)</b></p> <p><b>7.1. Roadway</b></p> <p>The CONSULTANT will finalize Doc Date Roadway Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:</p> <p><b>7.1.1. Roadway Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li> <li>• Typical Sections, Location control</li> <li>• Roadway Plans</li> <li>• Profile Sheets</li> <li>• Grading Plans</li> <li>• Geometrics and Elevation Control Plans</li> <li>• Special Details</li> </ul>
6.4.	<p><b>Structures</b></p> <p>The CONSULTANT will design and prepare PS&amp;E Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:</p> <p><b>6.4.1. Structures Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Miscellaneous Structures Plans and Details</li> <li>• Structure Lists</li> <li>•</li> </ul>	
6.5.	<p><b>Landscape &amp; Aesthetics</b></p> <p><b>6.5.1. Structure Aesthetics</b></p> <p>The CONSULTANT will prepare PS&amp;E landscape and aesthetics plans based on the comments from the QA/QC submittal. The aesthetic treatments will be applied</p>	<p><b>7.2. Drainage</b></p> <p>The CONSULTANT will finalize Doc Date Plans for SR-160 Phase 1 in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual.</p> <p><b>7.2.1. Final Drainage Design Report</b></p> <p>The CONSULTANT will prepare a Final Drainage Design Report for SR-160 Phase 1, based on applicable items listed in Appendix A of the 2006 NDOT Drainage Manual.</p>

MARCH 2014	FINAL DESIGN SCOPE
<p><b>7.3. Traffic and ITS</b></p> <p>The CONSULTANT will prepare final Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.</p> <p><b>7.3.1. Traffic Plans</b></p> <p>Provide plans in accordance with the PROJECT Improvements including:</p> <ul style="list-style-type: none"> <li>• Permanent Striping Plans</li> <li>• Signing Plans</li> </ul> <p><b>7.3.2. Lighting and ITS Plans</b></p> <p>Provide plans in accordance with the PROJECT Improvements including:</p> <ul style="list-style-type: none"> <li>• Lighting Plans</li> <li>• ITS Plans</li> <li>• ITS Detail sheets</li> </ul> <p><b>7.3.3. Traffic Control/Staging Plans</b></p> <p>Provide plans in accordance with the PROJECT Improvements including:</p> <ul style="list-style-type: none"> <li>• Traffic Control Plans</li> <li>• Project Staging Plans</li> </ul>	<p>will be focused on additional hardscape and ground plane design. These design elements will include specialty paving, and earth forms.</p> <p><b>7.6. Estimates and Specifications</b></p> <p>The CONSULTANT will update the project cost estimate and specifications to the FINAL level by incorporating design changes and updating the previous estimate.</p> <p>The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the FINAL project specifications based upon updated cost estimates and pay items.</p> <p><b>Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>• Doc Date Plans Package</li> <li>• Doc Date Drainage Design Report for Phase 1 (on a CD, submitted 3 weeks after DOC Package)</li> <li>• Doc Date Estimate of Probable construction Cost</li> <li>• Doc Date final notes to PROJECT Specifications</li> </ul> <p><b>8. CONSTRUCTION SUPPORT SERVICES</b></p> <p><b>8.1</b> Provide post design services to support the DEPARTMENTS construction administration efforts including request for information (RFI) review, shop drawing/cut sheet review, design clarifications and other miscellaneous items.</p>
<p><b>7.4. Structures</b></p> <p>The CONSULTANT will design and prepare final Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:</p> <p><b>7.4.1. Structures Plans</b></p> <p>Provide plans in accordance with the PROJECT Improvements including:</p> <ul style="list-style-type: none"> <li>• Miscellaneous Structures Plans and Details</li> <li>• Structure Lists</li> </ul>	
<p><b>7.5. Landscape &amp; Aesthetics</b></p> <p><b>7.5.1. Structure Aesthetics</b></p> <p>The CONSULTANT will prepare final landscape and aesthetics plans based on comments from the PS&amp;E submittal. The aesthetic treatments will be applied to structural components as necessary. Construction details and specifications will accompany this submittal.</p> <p><b>7.5.2. Landscape Ground Plane</b></p> <p>The CONSULTANT will prepare final plan sheets that incorporate comments from the PS&amp;E submittal review, that indicate groundcover treatments. This work effort</p>	

SCHEDULE OF MANHOLES AND PIPES														
MDOT SR 148 East Segment (Package 1) Final Design														
CA Group														
Lynette Hessel														
Contract Information:														
Consultant Information:														
Project Manager:														
Item	Quantity	Unit	Material	Installation	Excavation	Backfill	Manhole	Access	Other	Notes	Location	Remarks	Drawn	Checked
1.0	1.0	Manhole	12" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2.0	1.0	Manhole	18" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3.0	1.0	Manhole	24" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4.0	1.0	Manhole	30" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
5.0	1.0	Manhole	36" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
6.0	1.0	Manhole	42" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
7.0	1.0	Manhole	48" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
8.0	1.0	Manhole	54" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
9.0	1.0	Manhole	60" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
10.0	1.0	Manhole	66" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
11.0	1.0	Manhole	72" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
12.0	1.0	Manhole	78" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
13.0	1.0	Manhole	84" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
14.0	1.0	Manhole	90" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
15.0	1.0	Manhole	96" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
16.0	1.0	Manhole	102" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
17.0	1.0	Manhole	108" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
18.0	1.0	Manhole	114" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
19.0	1.0	Manhole	120" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
20.0	1.0	Manhole	126" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
21.0	1.0	Manhole	132" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
22.0	1.0	Manhole	138" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
23.0	1.0	Manhole	144" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
24.0	1.0	Manhole	150" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
25.0	1.0	Manhole	156" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
26.0	1.0	Manhole	162" Dia. Concrete	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
27.0	1.0	Manhole												

Amendment No. 2 to  
Service Agreement No. P294-11-015

This Amendment is made and entered into on 9/23/2015 between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and CA Group, Inc., 2785 South Rainbow Blvd., Las Vegas, Nevada 89146, hereinafter referred to as the SERVICE PROVIDER. Individually they are each a "Party" and collectively they are the "Parties"

WITNESSETH:

WHEREAS, on November 14, 2011, the Parties entered into Agreement No. P294-11-015 to perform the Environmental Phase for SR 160 from SR 159 to Mountain Springs; and

WHEREAS, on June 6, 2014, the Parties entered into Amendment No. 1 to Agreement No. P294-11-015; and

WHEREAS, this Amendment No. 2 is required to increase the amount to be paid to the SERVICE PROVIDER by Two Million Nine Hundred Ninety-Nine Thousand Nine Hundred and No/100 Dollars (\$2,999,900.00) to complete the technical support for Final Design for Design-Build delivery of the SR 160 widening project; and

WHEREAS, The SR 160 widening project consists of widening a length of approximately eleven (11) miles from two (2) to four (4) general purpose lanes. This project has been divided into two phases for delivery purposes. Phase 1 consists of widening a length of six (6) miles and Phase 2 consists of widening a length of five (5) miles. The scope of services as defined in the original Agreement and expanded by Amendment No. 1 is additionally expanded by this Amendment No. 2 as described in Attachment E. The total scope of services is hereafter called the PROJECT; and

WHEREAS, the termination date must be extended due to the augmentation of the scope of work; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P294-11-015; and

NOW, THEREFORE, the Parties agree as follows:

- A. The first paragraph in Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

"The SERVICE PROVIDER agrees to provide professional engineering services for the PROJECT as specified in Attachment A – Scope of Services, Attachment D – Amendment No. 1 – Scope of Services, and Attachment E – Amendment No. 2 – Scope of Services, attached hereto and incorporated herein; and"

- B. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2016, to December 31, 2019.

- C. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:

"Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Five Million Seven Hundred Fifty-Seven

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Thousand Nine Hundred and No/100 Dollars (\$5,757,900.00). The fixed fee, to cover profit, shall be Three Hundred Thirty-Four Thousand and No/100 Dollars (\$334,000.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

- D. Article IV, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Six Million Ninety-One Thousand Nine Hundred and No/00 Dollars (\$6,091,900.00), which includes the fixed fee."

- E. All of the other provisions of Agreement No. P294-11-015 dated November 14, 2011, and Amendment No. 1 dated June 6, 2014, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

SERVICE PROVIDER:  
CA Group Inc.

\_\_\_\_\_  
James Cavola  
President

STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Linda Mangione  
Director

Approved as to Legality and Form:

\_\_\_\_\_  
Lou Holland  
Deputy Attorney General

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PHASE 2 DRAFT DESIGN SCOPE

# Attachment E

## Amendment No. 2

### Scope of Services

### SR-160 Phase 2

## Final Design

Prepared for  
Nevada Department of Transportation  
July 30, 2015

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## ATTACHMENT "E"

## AMENDMENT NO. 2 - SCOPE OF SERVICES

## PHASE 2 FINAL DESIGN

CA Group, Inc. (hereinafter SERVICE PROVIDER) will advance the preliminary design of the SR-160 Phase 2 (the PROJECT) to final completion (in stages of: intermediate Submittal Design, QA Submittal, PS&E Submittal and Doc Date Plans Submittal). This Scope of Services is predicated upon the Preliminary 30% Design. The limits of Phase 2 of the agreement will be along SR160, using the "L1" alignment, from station 70+83.88 to 367+00.00 (MP limits approximately CL16.58 to CL22.20).

## 1. PROJECT MANAGEMENT

The SERVICE PROVIDER will provide project management services for this scope of services.

## 1.1. Quality Management

The SERVICE PROVIDER is responsible for the quality, accuracy and completeness of the plans and related design prepared under this contract and will check all such material accordingly.

QA reviews will be performed on all processes necessary to complete the work on this project.

## 1.1.1. Quality Assurance

The SERVICE PROVIDER shall conduct an independent QA review for the project deliverables.

## 1.1.2. Project Management Plan / Update

The SERVICE PROVIDER will update the Project Management Plan (PMP) for this proposed scope, including updates for all project deliverables and have it in effect during the entire time work is being performed under this contract. The SERVICE PROVIDER will make the PMP available to DEPARTMENT for review within four (4) weeks after the Notice to Proceed, and at any time thereafter. The final updated PMP will include supplemental information for the Phase 2 scope of work including updates to the following elements:

- Roles, responsibilities, and authority of the SERVICE PROVIDER's team members (org chart) for the quality, accuracy and completeness of the plans and related design for each phase of project development.
- Documentation requirements for design, checking and QA.
- Details of QC measures, including the design process checks and identification of when QA/QC activities will occur.
- Details of the independent QA review.
- Updates to the cost estimating procedures and deliverable requirements to include DEPARTMENT's Risk Based Cost Estimating guidelines.
- Updates to the Risk Register
- Updated Project Milestone Schedule

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## 1.2. Meetings and Progress updates

The SERVICE PROVIDER will coordinate, administer and attend monthly project, design review, and other necessary meetings with the DEPARTMENT, its subconsultants, and other affected parties. Meeting minutes and an action items list will be developed and distributed by the SERVICE PROVIDER after each meeting. Field meetings may be required, and will be attended with notes distributed to the DEPARTMENT and design team. Other meetings related to specific scope or coordination items are as noted in their respective sections of this scope.

DEPARTMENT will schedule and coordinate the specification review meetings in coordination with the Design review schedule.

The SERVICE PROVIDER will administer the following Meetings:

- Monthly Progress Meetings
- Intermediate Design Review Meeting
- QA Design Review Meeting

## 1.3. Progress and Task Management

The SERVICE PROVIDER will advance critical design and coordination items throughout the design and production phases for all disciplines. Task Managers will be assigned in each discipline to review and coordinate the state and direction of the design. During DEPARTMENT design review durations, the task leads will perform interdisciplinary reviews of the plans to ensure conformance between disciplines and eliminate conflicts. Task leads will attend and participate in the PROJECT Plan Review Meetings. Review comments will be recorded and documented in a table format including the action to be taken.

The SERVICE PROVIDER will coordinate with management, DEPARTMENT, and other agencies and groups as necessary to ensure consistency, completeness and accuracy of all stages of the plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings.

The SERVICE PROVIDER will perform proactive coordination with the following listed agencies and groups in order to facilitate the continued progress of the project and incorporation of input/impacts to and from these agencies and groups.

- United States Forest Service (USFS)
- Mountain Springs CAC
- SR160 L&A Working Group
- US Army Corps of Engineers (USACE)
- DEPARTMENT representatives for SHPO coordination and environmental compliance.
- Nevada Department of Wildlife (NDOW)
- United States Postal Service (USPS)
- Bureau of Land Management (BLM)
- Old Spanish Trail Association

Communication with these groups will always be performed with the knowledge of the DEPARTMENT Project Manager, who will be cc'd on all email and written correspondence. The DEPARTMENT PM will be invited to all meetings to be

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held with all groups. Meeting minutes will be recorded and distributed by the SERVICE PROVIDER for all meetings, with a copy kept for the project record.

#### 1.4. Project Schedule

The SERVICE PROVIDER shall prepare and update throughout the duration of the project design an overall critical path method project delivery schedule, including all scope tasks, durations and anticipated milestone and deliverables dates. The initial schedule will set the base line for the project, and any deviations from the initial base line will be communicated to the DEPARTMENT along with a proposed recovery schedule.

#### 1.5. CRAVE Update

The SERVICE PROVIDER shall conduct an update to the original project's cost risk assessment and value analysis. The update will review the results of the original CRA and VE workshop and document updated risks, opportunities, and possible new VE solutions. SERVICE PROVIDER will supply the facilitator and schedule and host a two (2) day CRAVE update workshop to include as many of the original participants as possible. The facilitator will be responsible for preparing the final report update, and document any changes or additions to the original value analysis.

The goals of the workshop update will be to review the original project risks and opportunities, consider any new data that was obtained during the Phase 1 project design development, and prepare an updated cost risk assessment using current costs and projected construction items.

### 2. SUPPLEMENTAL ENGINEERING DATA

The SERVICE PROVIDER will obtain additional engineering data to perform the final design services.

#### 2.1. Geotechnical Services

DEPARTMENT Roadbed Design Section will provide the provide the pavement section design.

The DEPARTMENT Geotechnical Policies and Procedures Manual is no longer in use and has been withdrawn from the DEPARTMENT website. Numbers and depths of borings should be based on engineering judgement and consultation with the DEPARTMENT Geotechnical Design Section. It is anticipated that coring bedrock encountered at retaining wall locations will be necessary.

The SERVICE PROVIDER will, by its own or subconsultant forces, perform geotechnical engineering and evaluation of the subsurface conditions for project retaining walls and headwalls.

- Design rock cut slopes and applicable treatments including rockfall catchment areas. The Department does not believe that rock cut borings with core orientation are necessary. However, the Department is open to additional surface mapping of rock discontinuities to verify/modify DEPARTMENT rock slope recommendations. *Note: discontinuity data collected by DEPARTMENT*

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for its February 1994 study of rock cuts is available for review and further analysis.

- Obtain available information regarding the project area, proposed roadway plan and profile, and drainage structures prior to the investigation. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography and reports prepared by or for DEPARTMENT
- A Boring and Access plan will be submitted for review and approval, and will include proposed access routes, safety considerations, avoid disturbance of non-disturbed ground and vegetation, and document site preparation requirements for each boring location.
- Required permits for access and field investigation will be obtained by SERVICE PROVIDER or its subconsultants within DEPARTMENT Right-of-Way. This will include the necessary traffic control plans. Locations outside of DEPARTMENT Right-of-Way will be coordinated with DEPARTMENT.
- Drilling as part of the subsurface exploration in general conformance to the AASHTO and FHWA guidance.
- No hand pit excavations are proposed currently, but may be necessary at various drainage improvement locations. This work is not included in this scope.
- Pavement cores of the existing roadway are not included in this scope.
- Laboratory testing of selected soil samples recovered from the explorations will be performed and are considered necessary for engineering analysis and design. Tests will include:
  - Moisture Content
  - Density
  - Sieves
  - PI
- Recommendations will be prepared for the analysis of the project's retaining walls. Soil spring constants and anticipated settlement values will be prepared and documented. Depth to bedrock analysis may be necessary along the length of retaining wall in drainage wash location.
- A Geotechnical Report will be prepared and submitted in Draft and Final forms at for the DEPARTMENT's review at the 60% and 90% submittals, respectively.

DEPARTMENT Materials Division will provide the following information to the SERVICE PROVIDER :

- Pavement Section and materials requirements.

#### Deliverable Summary

- Boring and Access Plan
- Work zone Encroachment Permit
- Draft Geotechnical Report
- Final Geotechnical Report

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## 2.2. Location/Survey and Mapping Services

The SERVICE PROVIDER will, by its own or subconsultant forces, obtain additional field survey data. Exhibits for potential permission to construct areas will be prepared for property owner coordination.

- Additional field survey will be performed to locate and tie down miscellaneous structures, features, and driveways that were not located via survey during the 30% design phase.
- Legal descriptions or exhibits will be provided for permission to construct areas as determined necessary in the further development of the 30% plans.

### Deliverable Summary

- Legal Descriptions

## 2.3. Landscape and Aesthetics Development

The SERVICE PROVIDER will, by its own or subconsultant forces, initiate and coordinate meetings and correspondence between DEPARTMENT, the design team and the L&A Working Group (DEPARTMENT, USFS, BLM and Old Spanish Trail Association (OSTA), NDOW) for the Phase 2 landscaping and aesthetic enhancements.

Convene one site visit by the L&A Working Group as needed to convey the intent of the L&A improvements. The site visit will cover all proposed Phase 2 enhancements.

Provide on-going coordination with L&A Working Group to integrate revisions to landscape and aesthetic enhancements based on design level review comments.

Coordinate with Old Spanish Trail Association, Mountain Springs CAC, the USFS and BLM staff as necessary to develop the landscaping and aesthetics enhancements final design.

## 2.4. NOT USED

## 2.5. Geometric Approval

The SERVICE PROVIDER will review and submit a new Geometric Approval Memo request based upon the Phase 2 improvements. This request will address any Design Exceptions.

## 2.6. Right of Way - Utilities

### 2.6.1. Utility Evaluation

The SERVICE PROVIDER will obtain and utilize existing utility information as provided by utility companies. The SERVICE PROVIDER will prepare a utility impact analysis and matrix that identifies existing utilities and their prior rights, if any, within the project area by means of request for information, field survey and/or visual inspection and indicate anticipated impacts to those utilities and estimated relocation costs. The level of detail will be sufficient to determine anticipated Right of Way impact associated with any utility impact(s). Should potholing be required to accomplish this task, the SERVICE PROVIDER shall be required to contract with a

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DEPARTMENT approved Subsurface Utility Engineering (SUE) consultant using project contingency funds. The potential for an adjacent utility corridor will be evaluated. Intelligent Traffic System and new power sourcing infrastructure will also be considered.

### 2.6.2. Task Management

The SERVICE PROVIDER will coordinate with other disciplines to establish right of way requirements including but not limited to:

- Utility relocation alignment and maintenance access needs, bypass facilities, water meter locations and other related appurtenances will be used to develop suggested fee right of way and permanent easement delineations.
- Coordinate maintenance needs, construction access needs and excavation needs where overlapping discipline requirements are anticipated; such as storm drain/utility crossings.

### 2.6.3. Utility Coordination

The SERVICE PROVIDER will provide the following:

- Coordinate utility company relocation design plans including, but not limited to: NV Energy, Southwest Gas, Cox Communications, CenturyLink, and Las Vegas Valley Water District.
- Coordinate with local government agencies and/or municipalities on sewer and drainage relocation designs.
- Coordinate with any necessary new service agreement(s).
- Attend required DEPARTMENT utility coordination meetings and proposed developer meetings with utility companies.
- Attend and participate in the preliminary plan review meeting. Review comments will be recorded and documented in a table format including the action to be taken.
- Provide all necessary conflict mitigation strategies.

This will include providing exhibits and CAD files to affected utilities within the project limits. The SERVICE PROVIDER will coordinate with management, the DEPARTMENT, other agencies and task leads to ensure consistency, completeness and accuracy of the final plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings as necessary. The SERVICE PROVIDER will review progress against schedule, monitor the task budget and report monthly progress.

### 2.6.4. Right of Way Setting

The SERVICE PROVIDER will coordinate with the DEPARTMENT to facilitate and provide exhibits and legal descriptions for the right of way setting meeting (as needed). Information provided for the meeting shall include roll plots and exhibits for discussion and evaluation. The right of way setting meeting will be held prior to or in combination with the intermediate design plan submittal.

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### 3. ENVIRONMENTAL SERVICES

#### 3.1. Section 404 Permit Application

Provide project design information as needed and as per request of the Environmental Division. As directed by the DEPARTMENT, SERVICE PROVIDER shall provide additional 401/404 permit application assistance using project contingency funds.

#### 3.2. Wildlife Crossing Siting Analysis

The SERVICE PROVIDER will assist the DEPARTMENT in the determination of potential impacts and footprints associated with a maximum of 2 possible wildlife crossing locations. Siting information will be developed utilizing existing wildlife crossing information from other sites and applying that information to the project specific locations. Siting analysis will include basic geometric evaluation and a list of potential impacts that result from each location.

### 4. INTERMEDIATE DESIGN PLANS (60%)

#### 4.1. Roadway

The SERVICE PROVIDER will prepare Intermediate Roadway Design and Plans for the PROJECT in conformance with the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011. The Roadway Plans will include:

##### 4.1.1. Roadway Plans

Provide plans including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Special Details
- Site Preparation (removals)
- Right of Way
- Preliminary Structure List

#### 4.2. Drainage

The SERVICE PROVIDER will prepare intermediate drainage design plans for the PROJECT in conformance with the Intermediate Plan Submittal Requirements as outlined in Table B-4 of the 2006 DEPARTMENT Drainage Manual. The Drainage Design will analyze the 100 year peak flow over topping at locations that include center median barrier rails. This will include recommendations for oversizing culvert crossings and/or guard rail versus barrier rail. The two existing energy dissipators will be redesigned for the new roadway improvements.

##### 4.2.1. Drainage Plans

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

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- Detailed Plans and detailed keynotes for proposed offsite drainage crossings.
- Detailed Plans and keynotes showing grading areas at culvert crossings, where needed.
- Substantially complete plans and keynotes for onsite drainage systems, inlets and laterals.

##### 4.2.2. Drainage Profiles

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

- Detailed Profiles for offsite drainage systems, onsite drainage system, trunk lines, laterals, and storm drains

##### 4.2.3. Drainage Details

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

- Basic layout geometry of special drainage structures (structural design to be performed by others)
- Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.

##### 4.2.4. Removal Plans

- Detailed plans and detailed keynotes for removal or abandonment of offsite and onsite drainage facilities.

##### 4.2.5. Temporary Pollution Control Plans

- Not included in this scope of services

##### 4.2.6. Structure List

- Structure List as outlined in the DEPARTMENT Drainage Manual Table B-4

##### 4.2.7. Intermediate Drainage Design Report

The SERVICE PROVIDER will prepare Intermediate Drainage Design Report for SR-160 Phase 2 based on the overall 30% Drainage Report including applicable items listed in Appendix A of the 2006 DEPARTMENT Drainage Manual.

- The Intermediate Drainage Report (submittal will be on a CD).

##### 4.2.8. FEMA Flood Zone A

The SERVICE PROVIDER will perform a Hydraulic Analysis of the FEMA Flood Zone A. The analysis will be based on existing mapping of the Roadway and 20' contour quad maps. No CLOMR or LOMR will be prepared or submitted.

#### 4.3. Traffic and ITS

The SERVICE PROVIDER will prepare Intermediate Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance with the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011.

##### 4.3.1. Traffic Plans

Provide plans in accordance with the PROEJECT improvements including:

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- Permanent Striping Plans
- Signing Plans
- Sign Summary

#### 4.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets
- Preliminary Structure List

#### 4.3.3. Traffic Control/Staging Plans

Provide an initial possible project construction sequencing/staging plan. The Staging plan will be coordinated with DEPARTMENT Traffic Operations, Traffic Management, Constructability, and Construction Management. The staging plan will consider maintenance of traffic at all times during construction, including bicycles and pedestrians. The sequencing plan will be developed in accordance with the PROJECT improvements. The staging plan will consist of roll plots and/or 11x17 sheets as to best describe the intent:

- Preliminary Project Staging Plan

#### 4.4. Structures

The SERVICE PROVIDER will design and prepare miscellaneous structures plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011 and DEPARTMENT Structures Manual. The Plans will include structural details including new and or modified headwalls, retaining walls, RCBs and other miscellaneous structural details necessary for the project.

##### 4.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Draft Miscellaneous Structures Plans and Details

#### 4.5. Landscape and Aesthetics

##### 4.5.1. General

The SERVICE PROVIDER will prepare Intermediate (60%) landscape and aesthetics plans. The SERVICE PROVIDER will develop aesthetic treatments for earthwork, ground plane, retaining/headwall enhancements as necessary, and free-standing aesthetic elements as necessary.

##### 4.5.2. Landscape Ground Plane

The SERVICE PROVIDER will prepare plan sheets, to an intermediate level of detail, that indicate the ground plane design. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement and planting.

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planting is desired, a planting plan with an appropriate plant schedule will be developed.

#### 4.5.3. Structural Aesthetic Design

The SERVICE PROVIDER will prepare plan sheets, to an intermediate level of detail that indicate the proposed structural aesthetic treatments. These treatments are anticipated to be applied to retaining walls, headwalls and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. The work will focus on providing details in coordination with the L&A Working Group and DEPARTMENT's L&A Department.

#### 4.5.4. Presentation Graphics

The SERVICE PROVIDER will prepare color graphics depicting the designed aesthetic treatments for the project. The SERVICE PROVIDER will provide two 30"x42" boards for one public meeting. The graphics will be provided both as a hard copy, in the form of presentation boards, and as electronic files suitable to be used in a PowerPoint presentation. The graphics will be utilized at a single public meeting and any necessary stakeholder meetings.

#### 4.5.5. L&A Working Group Meeting

The SERVICE PROVIDER will hold an L&A working group meeting to review and discuss the anticipated Intermediate (60%) L&A improvements with the group and to solicit feedback.

#### Deliverable Summary

- Presentation graphics (hard copy and electronic)
- Preliminary Landscaping & Aesthetics Plans

#### 4.6. Estimates

The SERVICE PROVIDER will prepare a preliminary opinion of possible construction cost estimate for all items of work using the guidelines set forth in DEPARTMENT's "RISK MANAGEMENT AND RISK-BASED COST ESTIMATION GUIDELINES" memo dated August, 2012. Items shall be broken down per DEPARTMENT Bid item numbers, descriptions and units. The SERVICE PROVIDER will utilize base unit prices established during the SR160 Phase 1 Project, compared with prices from the DEPARTMENT Reasonable Bid item Estimates and the most current DEPARTMENT bid tabs of other similar projects (if available).

#### 4.7. Specifications

The SERVICE PROVIDER will prepare special provisions write-ups for those items not identified as part of the DEPARTMENT Standard Specifications for Road and Bridge Construction. SERVICE PROVIDER will work with the DEPARTMENT's Specifications team to identify the appropriate pull sheets to be included in the Special Provisions. SERVICE PROVIDER will perform a review of the DEPARTMENT's final pull sheets for the project and provide comments.

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#### 4.8. Constructability Review and 60% Plan Review meetings

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in individual or combined constructability and design review meetings with DEPARTMENT Constructability, DEPARTMENT Construction Management, DEPARTMENT Roadway, DEPARTMENT Traffic, and other departments in order to review the 60% plans, the preliminary staging plan, and the initial project specifications. The meeting(s) will be scheduled by DEPARTMENT staff after the 60% submittal.

##### Deliverable Summary

- Intermediate (60%) Plans package
- Preliminary estimate of probable construction cost
- Preliminary Special Provisions write-ups

#### 5. QA DESIGN PLANS

##### 5.1. Roadway

The SERVICE PROVIDER will prepare QA Roadway Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide (Section 7 of the Road Design Guide - 2010 Edition - Revised May 25, 2011). The Roadway Plans will include:

##### 5.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way
- Special Details
- Structure List.

##### 5.2. Drainage

The SERVICE PROVIDER will prepare QA Drainage Design Plans for the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual. The Drainage design will address the comments received on the Intermediate Submittal and further develop the design as follows:

##### 5.2.1. Drainage Plans

As outlined in the DEPARTMENT Drainage Manual, Table B-5, including:

- Detailed Plans and detailed keynotes for proposed offsite and onsite drainage systems.

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- Detailed grading at Drainage Crossings where needed based on the Roadway Grading provided to the SERVICE PROVIDER

##### 5.2.2. Drainage Profiles

As outlined in the DEPARTMENT Drainage Manual Table B-5, including:

- Detailed Profiles for offsite and onsite drainage systems.

##### 5.2.3. Drainage Details

As outlined in the DEPARTMENT Drainage Manual, Table B-5, including:

- Basic layout geometry of special drainage structures, verified against structural design (to be performed by others). Develop Structural shells to be used by others to prepare the structural design of the drainage facilities.

##### 5.2.4. Removal Plans

- Detailed plans and keynotes for removal or abandonment of onsite drainage facilities and of offsite drainage crossings.

##### 5.2.5. Temporary Pollution Control Plans

Not Included in this scope of services.

##### 5.2.6. Structure List

- Complete Structure List as outlined in the DEPARTMENT Drainage Manual Table B-5

##### 5.2.7. QA Drainage Design Report

- Not included in the QA submittal.

##### 5.3. Traffic and ITS

The SERVICE PROVIDER will prepare QA (100%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011.

##### 5.3.1. Traffic Plans

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans

##### 5.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets
- Preliminary Structure List

##### 5.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT improvements including:

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- Traffic Control Plans based on direction provided during the Constructability review meeting.
- Project Staging Plans revised based on direction provided during the Constructability review meeting.

#### 5.4. Structures

The SERVICE PROVIDER will design and prepare miscellaneous structures plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

##### 5.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

#### 5.5. Landscape and Aesthetics

##### 5.5.1. Landscape Ground Plane

The SERVICE PROVIDER will prepare revised plan sheets, to a QA level of detail that incorporate comments from the intermediate submittal review that indicate the ground plane design. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and outline specifications will accompany this submittal, along with a record of L&A working group comments and responses.

##### 5.5.2. Structural Aesthetic Design

The SERVICE PROVIDER will prepare revised plan sheets to a QA level of detail that incorporate comments from the intermediate submittal review that indicate the proposed structural aesthetic treatments. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. The work will focus on providing details in coordination with the L&A Working Group and DEPARTMENT's L&A Department. Construction details and outline specifications will accompany this submittal, along with a record of L&A working group comments and responses.

#### 5.6. Estimates and Specifications

The SERVICE PROVIDER will update the project cost estimate to the QA level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the project specifications based upon updated QA level cost estimates and pay items.

#### 5.7. Traffic Management Plan

The SERVICE PROVIDER will prepare a draft TMP for review and submit it along with the QA Submittal documents.

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#### Deliverable Summary

- QA Plans Package
- QA Estimate of Probable construction cost
- QA Specifications Package
- Preliminary Structure Lists

#### 5.8. QA Review Meeting

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in a meeting organized by DEPARTMENT to receive and respond to comments from various agencies and DEPARTMENT related to the QA Submittal Documents.

### 6. PS&E PLANS (100%)

#### 6.1. Roadway

The SERVICE PROVIDER will prepare PS&E (100%) Roadway Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide. The Roadway Plans will include:

##### 6.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way
- Special Details
- Structure Lists

#### 6.2. Drainage

The SERVICE PROVIDER will prepare PS&E (100%) Drainage Design Plans the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual.

##### 6.2.1. PS&E Drainage Report

PS&E Drainage Report is not included in this scope.

#### 6.3. Traffic and ITS

The SERVICE PROVIDER will prepare PS&E (100%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide.

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### 6.3.1. Traffic Plans

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans
- Summaries

### 6.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets
- Structure Lists

### 6.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT improvements including:

- Traffic Control Plans
- Project Staging Plans

## 6.4. Structures

The SERVICE PROVIDER will design and prepare PS&E Miscellaneous Plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

### 6.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

## 6.5. Landscape & Aesthetics

### 6.5.1. Structure Aesthetics

The SERVICE PROVIDER will prepare PS&E level revised landscape and aesthetics plans based on the comments from the QA/QC submittal. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and specifications will accompany this submittal.

### 6.5.2. Landscape Ground Plane

The SERVICE PROVIDER will prepare plan sheets, to a PS&E level of detail that incorporate comments from the QA/QC submittal review. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. Construction details and specifications will

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accompany this submittal. The design elements will include all final L&A Working Group revisions.

### 6.5.3. L&A Working Group Meeting

The SERVICE PROVIDER will hold a final L&A Working Group Meeting for the Design Phase of the project prior to submitting the PS&E plans. The purpose of the meeting will be informational only to show the Working Group members the final plans and discuss the path forward to final construction. Any outstanding L&A Working Group items will be closed at this meeting.

## 6.6. Estimates and Specifications

The SERVICE PROVIDER will update the project cost estimate to the PS&E level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the project specifications based upon updated PS&E level cost estimates and pay items.

## 6.7. PS&E Review Meeting

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in a meeting organized by DEPARTMENT to receive and respond to comments from various agencies and DEPARTMENT related to the PS&E Submittal Documents.

### Deliverable Summary

- QA (100%) Plans Package
- QA Estimate of Probable construction Cost
- QA Specifications Package
- Draft TMP & PIP (see § 8.)

## 7. DOC DATE PLAN SUBMITTAL (FINAL)

### 7.1. Roadway

The SERVICE PROVIDER will finalize Doc Date Roadway Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide. The Roadway Plans will include:

#### 7.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way

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- Special Details
- Structure Lists

## 7.2. Drainage

The SERVICE PROVIDER will finalize Doc Date Plans for SR-160 Phase 2 in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual.

### 7.2.1. Final Drainage Design Report

The SERVICE PROVIDER will prepare a Final Drainage Design Report for SR-160 Phase 2, based on applicable items listed in Appendix A of the 2006 DEPARTMENT Drainage Manual.

## 7.3. Traffic and ITS

The SERVICE PROVIDER will prepare final Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide.

### 7.3.1. Traffic Plans

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans

### 7.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets

### 7.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT improvements including:

- Traffic Control Plans
- Project Staging Plans

## 7.4. Structures

The SERVICE PROVIDER will design and prepare final Miscellaneous Plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

### 7.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

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## 7.5. Landscape & Aesthetics

### 7.5.1. Landscape Ground Plane

The SERVICE PROVIDER will prepare final landscape and aesthetics plans based on comments from the PS&E submittal. This work effort will be focused on additional landscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and specifications will accompany this submittal.

### 7.5.2. Structural Aesthetic Design

The SERVICE PROVIDER will prepare final plan sheets that incorporate comments from the PS&E submittal review. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. Construction details and specifications will accompany this submittal.

## 7.6. Estimates and Specifications

The SERVICE PROVIDER will update the project cost estimate and specifications to the FINAL level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the FINAL project specifications based upon updated cost estimates and pay items.

### Deliverable Summary

- Doc Date Plans Package
- Doc Date Drainage Design Report for Phase 2 (on a CD, submitted 3 weeks after DOC Package)
- Doc Date Estimate of Probable Construction Cost
- Doc Date final notes to PROJECT Specifications
- Final TMP & PIP (See § 8.)

## 8. TRAFFIC MANAGEMENT PLAN (TMP)

The SERVICE PROVIDER will write and deliver a Traffic Management Plan for the Phase 2 improvements to DEPARTMENT for its approval, and will perform related services including:

- Develop a draft TMP for review.
- Develop a draft Public Information Plan (PIP) as required per the TMP guidelines for review.
- Hold a meeting to review comments to the TMP and PIP.
- Provide a final TMP and PIP.

The TMP will be developed based upon the project's construction staging and traffic control plans and will be drafted prior to the QA Plan submittal.

The TMP will be written according to DEPARTMENT's "Work Zone Safety & Mobility Implementation Guide January 1, 2008" with revisions through March 2012, and 23 CFR 630 Subpart J, for Work zone Safety and Mobility. It will be based on a Basic to

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Intermediate TMP for projects not considered as having significant traffic impact (greater than 30 minutes of delay) to travelers. The Temporary Traffic Control (TTC) component will consist of the project's traffic control plans; the Traffic Operations (TO) will be discussed in the TMP document, but not fully developed as a standalone document; and the Public Information (PI) will be contained in the PIP. The PIP will be developed as a component of the TMP, and will outline the Department's approach to involving and notifying the public regarding imminent and ongoing construction activities, closures, etc... per the requirements of the guidelines.

#### Deliverable Summary

- PIP Final
- TMP Final

### 9. PUBLIC OUTREACH PLAN (POP)

#### 9.1. Public Meetings - Information and Outreach

The SERVICE PROVIDER shall provide the DEPARTMENT Project Manager and the Public Hearings Officer a comprehensive public information plan for the duration of the project. The plan shall include overall public information, public relations and outreach strategies, and is not to be confused with the PIP requirements of the TMP. Upon project completion, the SERVICE PROVIDER shall provide the DEPARTMENT Project Manager and the Public Hearings Officer a Summary Report on Public Information and Outreach, including the public information plan and documentation of all outreach activities, materials, and media coverage, as well as the TMP's PIP.

The scope of services will include the SERVICE PROVIDER in coordination with Project Manager and the DEPARTMENT Public Hearings Officer conducting an estimated two (2) public information meetings on the project being proposed, to include:

- a) Initial scoping meeting
- b) Presentation of draft document
- c) Pre public meeting review
- d) Presentation of all final documents

The purpose of the public information meetings is to obtain public input on the project, which will be considered in finalizing the design.

The SERVICE PROVIDER, in coordination with the DEPARTMENT Project Manager and the DEPARTMENT Public Hearings Officer, shall be responsible for:

- Establishing the meeting dates, times, and locations
- Preparing and distributing/scheduling mailers, flyers and newspaper ads
- Preparing all display boards and delivering to the public meeting site
- Preparing and delivering handouts for the public information meeting
- Preparing additional displays as appropriate
- Hiring of Court Reporter from State of Nevada approved listing (Contact Public Hearings Officer for approved firms)
- Documenting public comments during the two (2) week public comment period, as part of the record of the meeting

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- Participating in the meeting to explain the project and answer questions
- Preparing a PowerPoint presentation with DEPARTMENT Project Manager and Public Hearings Officer over site

The SERVICE PROVIDER shall also provide qualified professional staff members who are knowledgeable of the project, overall public information practices and procedures, and the DEPARTMENT's specific procedures to provide comprehensive public information services for the project. Services will include providing neighborhood notifications, press releases, media advisories, advertisements, meeting flyers, e-blasts, design of mailers, as well as additional public information activities deemed necessary and appropriate by the DEPARTMENT Project Manager.

The SERVICE PROVIDER assumes all costs to include Court Reporter, Advertising, Meeting Room Facility and Direct Mailings for conducting Public/Scheduled meetings.

#### 9.2. Supplemental Public Outreach

The SERVICE PROVIDER shall assist when needed the DEPARTMENT Project Manager and the DEPARTMENT Public Information Officer with creating, preparing and releasing relevant and timely information to the media regarding project status and traffic control schedules.

#### 9.3. Stakeholder meetings

Stakeholders have an opportunity to receive or give input about the project by way of Elected Officials, Citizen's Advisory Committees (CAC) and Aesthetic Stakeholder Working Group (SWG) for Landscaping/Aesthetic Treatments for both Phases of the Project. In anticipation of a future public participation meeting, the SERVICE PROVIDER shall develop a proposed stakeholder group composed of area and local representatives. The group should be representative of city and county government, service clubs, education, commercial and business interests, the area chamber of commerce and peripheral property interests. The SERVICE PROVIDER shall make actual meeting place arrangements.

Using preliminary schematic plans, photos and illustrations the SERVICE PROVIDER shall present and discuss the preferred plan alternative selected by the DEPARTMENT. The SERVICE PROVIDER shall provide at least three (3) options within the selected alternative, such as accent color, rock mulch options, etc. for the stakeholders choose. The SERVICE PROVIDER shall modify the selected alternative based on input from stakeholders in preparation for the Public Meeting.

The SERVICE PROVIDER shall provide a summary report of stakeholder group proceedings, including conclusions and recommendations.

#### 9.4. Business Meetings

The construction of this project will improve the safety and the flow of traffic on SR 160. However, impacts are anticipated during construction. The SERVICE PROVIDER will coordinate with the DEPARTMENT Project Manager and the DEPARTMENT Public Information Officer necessary Project update meetings with

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business leaders in order to inform them of proposed work in the area and to let them have a voice in developing acceptable traffic control solutions.

Deliverable Summary

- POP Draft
- POP Final

10. CONSTRUCTION SUPPORT

The SERVICE PROVIDER will provide post design services to support the DEPARTMENT's construction administration efforts including request for information (RFI) review, shop drawings/cut sheet review, design clarifications and other miscellaneous items.

Consultant's Proposed Fee Estimate

Contract Information:  
 Consultant Information:  
 Project Manager:

NDOT SR 160 West Segment (Package 2) Final Design  
 CA Group, Inc.  
 Luis Gary (NDOT) / James Cavola (CA Group)

SCHEDULE OF MAN									
Final Design Services for SR1									
Task No	Task Name	Description	By Project Manager	Task Lead	Senior Engineer	Engineer	Rate Cost Per Hour	\$112.00	\$112.00
1.0	Project Management								
1.1	Quality Management								
1.1.1	QA								
1.1.2	Project Management Plan Update								
1.2	Meeting and Resource Updates								
1.3	Project and Task Management								
1.4	Project Schedule								
1.5	Change Update								
2.0	Supplemental Engineering Data								
2.1	Geotechnical Investigation/Report								
2.2	Location, Easement and Mapping Services								
2.3	Landscape and Aesthetics Development								
2.4	NOT USED								
2.5	Geometric Approval								
2.6	Right of Way - Utilities								
2.7	ROW Easement								
3.0	Environmental Services								
3.1	Section 04, Permit Application Support								
3.1.1	NOT USED								
3.1.2	NOT USED								
4.0	Design Engineering								
4.1	Right of Way								
4.2	Drainage Plans								
4.3.1	Spring/Drainage								
4.3.2	Landing ITS								
4.3.3	Traffic Control Plans								
4.4	Structure Plans								
4.5	Landscape Plans								
4.6	Cost Estimate								
4.7	Signal Priorities								
4.8	Construction and Maintenance Meetings								
5.0	QA Design Development								
5.1	Right of Way								
5.2	Drainage Plans								
5.3.1	Spring/Drainage								
5.3.2	Landing ITS								
5.3.3	Traffic Control Plans								
5.4	Structure Plans								
5.5	Landscape Plans								
5.6	Signal Priorities								
5.7	Traffic Management Plan (Initial draft)								
5.8	QA Review Meeting								

Contract Information:  
 Consultant Information:  
 Project Manager:

NDOT SR 160 West Segment (Package 2) Final Design  
 CA Group, Inc.  
 Luis Gary (NDOT) / James Cavola (CA Group)

SCHEDULE OF MAN									
Final Design Services for SR1									
Task No	Task Name	Description	By Project Manager	Task Lead	Senior Engineer	Engineer	Rate Cost Per Hour	\$112.00	\$112.00
PS&E Development									
6.1	Right of Way								
6.2	Drainage Plans								
6.3.1	Spring/Drainage								
6.3.2	Landing ITS								
6.3.3	Traffic Control Plans								
6.4	Structure Plans								
6.5	Landscape Plans								
6.6	Signal Priorities								
6.7	Construction and Maintenance Meetings								
FINAL PLANS									
7.1	Final Right of Way Plans								
7.2	Drainage Plans								
7.3.1	Spring/Drainage								
7.3.2	Landing ITS								
7.3.3	Traffic Control Plans								
7.4	Structure Plans								
7.5	Landscape Plans								
7.6	Signal Priorities and Specifications								
Traffic Management Plan/TMP									
8.0									
Public Outreach Plan (POP)									
8.1	Public Meetings - Information and Outreach								
8.2	Supplemental Public Outreach								
8.3	Stakeholder Meetings								
8.4	Business Meetings								
Construction Support									
11.0	Contingency								
11.1	Right of Way								
11.2	Drainage Plans								
11.3	Landscape Plans								
11.4	Signal Priorities								
11.5	Construction and Maintenance Meetings								
11.6	Construction Support								
Total Labor Cost									
								\$112,000	\$112,000
Total LDC									
								\$112,000	\$112,000
Overhead									
								\$112,000	\$112,000
Fixed Fee									
								\$112,000	\$112,000
Total Proposal									
								\$112,000	\$112,000
AUTOCONSULTANT SUMMARY									
No. of A's		Description		Rate		Total		Total	
1		Project Manager		\$112,000		\$112,000		\$112,000	
1		Senior Engineer		\$112,000		\$112,000		\$112,000	
1		Engineer		\$112,000		\$112,000		\$112,000	
1		Assistant Engineer		\$112,000		\$112,000		\$112,000	
1		Surveyor/In		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
1		Assistant Surveyor		\$112,000		\$112,000		\$112,000	
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JULY 2015

PHASE 2 DRAFT DESIGN SCOPE

Contract Information:

NDOT SR 160  
SCHEDULE OF MANH

Drainage Design Service									
Task		Ken	Jeff	Brook	David				
Cost per Hour		\$300.78	\$218.08	\$138.73	\$168.75				
Task No.	Description Task	Discipline Lead	Engr	Professional	Q/A				
A2	Final Drainage Design								
A2 PM	Project Management	40	0						
A2 MT	Meetings (20)	40		60					
	CRAVE/	24		24					
	Maintenance Interview/ROW Setting	0		24					
A2 QA	QA/QC		100		0				
A2 DR	Intermediate Drainage Design Submittal (60%)	40	0	300					
A2 AN	WSEL Anywhere/Flood Zone	40	100	65	0				
A2 PS	QA PLAN SET (80)	40	0	280					
A2 PF	PREFINAL (100%)	30	0	150					
A2 FN	DOC SET/FINAL DRAINAGE REPORT	40	0	120					
Final Drainage Design Total Hours		284	280	1400	0				
Final Drainage Design Total Labor Cost		\$80,781	\$60,522.40	\$193,514.00	\$0				

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



18425 S. EUREKA AVE. SUITE 100 LAS VEGAS, NV 89119

M. Jack Sjostrom, P.E.  
Senior Project Manager  
CA Group, Inc.  
2785 South Rainbow Blvd.  
Las Vegas, NV 89146

April 20, 2015

Subconsultant's Fee Estimate Backup  
LAGE Design

RE: LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR SR-160 PHASE 2

Dear Mr. Sjostrom:

We are pleased to submit to you a proposal for landscape architectural services for the above referenced project.

SCOPE OF WORK

The scope of work consists of the Landscape & Aesthetics portions as outlined in the "Amendment No. 2 Scope of Services SR-160 Phase 2 Final Design". This includes all work in Sections 2.3, 4.5, 5.5, 6.5, and 7.5.

FEES

We propose to provide these services for a lump sum fee of **\$97,800.00**, Ninety Seven Thousand Eight Hundred Dollars and NO/100 (\$97,800.00).

TERMS AND CONDITIONS

All expenses incurred by Lage Design shall be reimbursed at 1.15 (115%) actual cost. In most cases, we will have you contract directly with consultants and suppliers. Reimbursable expenses include, but are not limited to, outside consultant services, reproduction costs for documents and drawings, photography, deliveries, long distance telephone calls, travel, lodging, government review fees, and data transmission.

You may terminate the services included herein at any time for any reason, as long as Lage Design has been paid in full for all services rendered to the date of termination.

Lage Design may terminate the services included herein upon 30 days prior written notice and immediately upon notice for nonpayment of fees and expenses.

It is understood that neither party shall assign, sublet, nor transfer any interest herein. Upon execution, this Agreement is binding upon each party and their owners, partners, successors, executors, administrators, and assigns.

Lage Design will not, provide any engineering or environmental investigations on this site/project, has no knowledge of any adverse engineering or environmental conditions on the site/project, and is not responsible, and has no liability, for any such engineering or environmental conditions should they be found. It is your responsibility to investigate and make all engineering and environmental determinations on this site/project. Lage Design assumes no liability, and is not responsible, for any damages resulting from actions or omissions taken by third parties, including consultants retained by Lage Design, on your behalf.

All sketches, tracings, drawings, computations, survey notes, and other original documents of any sort relating to the work covered by this proposal will remain the property of Lage Design unless these documents are required to be filed for public records by a governmental agency having proper jurisdiction. Any unauthorized use, reproductions, alterations, or changes to these documents without our written consent will be at your sole risk without liability or legal exposure to Lage Design. Lage Design will provide a reproducible set of mylars of the final drawings at the owner's cost. The drawings and specifications may be used by the owner for additions to the project, but Lage Design shall not be held liable for claims resulting from any reuse of drawings and specifications.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing will be due and payable thirty (30) days after the date of such billing. Any portion of a billing not paid thirty (30) days of the billing date will be considered delinquent and will bear an interest charge of one and one-half (1-1/2) percent per month (annual percentage rate 18 percent) on the unpaid balance.

Lage Design shall not be liable for any delays resulting from acts of God, terrorism, war, actions by government or quasi-government entities, fire, explosion, communication disruptions, strikes, or other events beyond the control of Lage Design.

Each party agrees to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, for, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the parties, then each party shall bear its proportionate liability.


I thank you for the opportunity to submit this proposal. If this proposal meets with your approval, please sign below and return one copy to Lage Design. Upon receipt of the signed contract, we will begin the work as outlined in the above Scope of work.

We look forward to working with you. If you have any questions or require additional information, please don't hesitate to call.

Tel. 702.526.7468

Fax. 702.456.7020  
P294-11-015Amd2

Sincerely,



Cecilia Schaffer, RLA  
Lage Design

Approved \_\_\_\_\_ Date \_\_\_\_\_

Tel. 702.526.7468

Fax. 702.456.7020  
P294-11-015Amd2



JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



C-A Group, Inc.  
2785 Rainbow Boulevard  
Las Vegas, Nevada 89146

June 26, 2015  
revised July 14, 2015

Attention: Mr. Jack Sjostrom, P.E.

Re: Proposal for Geotechnical Services  
State Route 160 Phase 2  
SR-160 between MP17 and MP22  
Clark County, Nevada  
Proposal No.: PE-15-090

Dear Jack:

Subconsultant's Fee Estimate Backup  
NOVA Geotechnical

As you requested, NOVA Geotechnical and Inspection Services (NOVA) is pleased to present this proposal to provide geotechnical engineering services for the referenced project. The purpose of our services will be to evaluate subsurface conditions at the site in order to provide geotechnical engineering criteria to aid in the design and development of the project. This letter describes our understanding of the project, our scope of services, schedule, and fees.

#### PROJECT INFORMATION

We understand that the project would consist of approximately 5 miles of roadway widening along State Route 160 (SR-160). To facilitate this widening, new fill retaining walls will be required along the left side of the alignment for approximately 1,100 feet on either side of Mount Potosi Canyon Road, a series of three new cut retaining walls ranging from approximately 125 to 350 feet long in an existing rock cut slope on the left side of the alignment across from Williams Ranch Road, extensions or replacements of the reinforced concrete box (RCB) structures C-2055, C-2056, B-2057, C-2058 and B-2062, and new RCB structures at Mount Potosi Canyon Road and along the right side of the alignment approximately 400 feet west of Williams Ranch Road running for about 500 feet. In addition, a number of existing rock cut slopes will either be pushed back or steepened to accommodate the roadway widening. Our Geotechnical Services will be limited to the proposed retaining walls and rock cut slopes to be modified.

#### SCOPE OF SERVICES

Based upon our knowledge of the area and our understanding of the project, we propose to explore the subsurface conditions at the site with a total of 29 soil borings and 3 rock core borings to provide geotechnical data for the design of retaining walls. This number of borings would

4480 W. Hacienda Ave. | Suite 104 | Las Vegas, NV. 89118 | P (702) 873-3478 | F (702) 873-2198  
www.novageotech.com  
Materials Testing • Engineering • Inspections • Municipal Support  
Locally Owned And Operated

P284-11-015Amd2

P284-11-015Amd2



C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



represent one boring for approximately 100 feet of retaining wall. We propose to drill the soil borings to depths ranging from approximately 15 to 25 feet below existing site grades. We anticipate that rock core borings will be drilled to depths ranging from 20 to 80 feet, depending on where drill rig access can be obtained. In addition, we anticipate that bedrock will be encountered in some of the proposed soil borings. Where bedrock is encountered at a depth shallower than 5 feet above the proposed bottom of boring depth an attempt will be made to collect a 5-foot run of rock core. Where bedrock is encountered with less than 5 feet remaining to the bottom of the boring, the boring will be terminated due to auger refusal if hollow-stem auger drilling is being utilized or will be continued to the proposed bottom of boring if rotary drilling is being utilized. The depth and location of the explorations may be adjusted in the field depending upon the surface and/or subsurface conditions encountered.

We understand that a site access plan must be submitted and approved by NDOT and an encroachment permit must be obtained prior to beginning our field drilling program.

The explorations will be logged during the drilling operations. In addition, Standard Penetration Tests (SPTs) will be performed and ring-retained samples and/or representative bulk samples will be obtained, as applicable, for possible laboratory testing. The laboratory tests performed will depend upon the soil conditions encountered. All drilling, sampling and laboratory testing will be conducted in general accordance with applicable ASTM, AASHTO, NDOT or other locally recognized standards.

Geologic logging of the existing rock cut slopes that are to be pushed back or steepened as part of the widening will be performed to supplement data and recommendations presented in previous reports by NDOT and others along the project alignment.

We will determine the shear wave profile of the top 100 feet underlying the site from ambient noise or Refraction Microtremor (ReMi) data using standard P-wave geophones. A total of two ReMi surveys will be performed; one each near the retaining walls at Mount Polosi Canyon Road and Williams Ranch Road.

After completion of the field exploration and laboratory testing programs, the results will be evaluated to develop geotechnical design recommendations and prepare a geotechnical engineering report. The following information will be included in the report:

- A summary of project information.
- A brief discussion of our field exploration and laboratory testing programs.
- A discussion of the existing surface conditions at the time of our field exploration program.
- A discussion of the subsurface conditions encountered within the depths explored.
- A geologic discussion.
- Site Class Determination based on Refraction Microtremor (ReMi) survey results.
- Recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, spring coefficients, coefficient of friction and estimated settlements.

Page | 2  
P294-11-015Am02

C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



- Seismic response spectra recommendations
- Recommendations for use in design of retaining walls.
- Specific earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials.
- Data on excavatability of materials encountered
- Recommendations for type of cement in concrete in contact with on-site soils.
- A plan indicating the approximate locations of our explorations.
- Logs of the explorations and results of any laboratory tests.

#### ASSUMPTIONS

We assume that by authorizing our services that we have permission to be on the site. In addition, we assume that the site is accessible to a truck-mounted or track-mounted drill rig. If the site is not accessible, you will be notified and a new scope of work and fee may be required. Locations of existing underground utilities should be marked on site plans and provided to use. Verification of underground utility locations by ground penetrating radar or vacuum extraction method are not included in our fee estimate.

#### COST OF SERVICES

The estimated fee for our services, including all field work, laboratory testing, engineering analysis and report preparation, as outlined, will be approximately \$197,500.00. We anticipate that this fee will be paid on a cost plus direct expense plus fixed fee basis in accordance with NDOT's standard policies and procedures for payment of consultant's fees.

Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. A limited amount of post-report consultation is anticipated in our fee estimate; however, construction phase services are not included in the fee estimate above. If additional services are required beyond the scope of services outlined in this proposal, additional fees would apply.

#### SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. Within 10 to 12 weeks after authorization, an electronic copy of our preliminary design report will be submitted. The final design report should be available within 1 to 2 weeks of receiving resolution of comment on our draft report. We can generally provide verbal opinions regarding preliminary findings and recommendations before the written report is completed, if required.

#### CLOSURE

This proposal is valid for 6 months. If client does not accept this proposal or NOVA does not initiate services within that time period, client must give NOVA an opportunity to re-review the

Page | 3  
P294-11-015Am02

C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



JULY 2015

PHASE 2 DRAFT DESIGN SCOPE

proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for clients review.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project

Respectfully,  
NOVA Geotechnical and Inspection Services

A handwritten signature in black ink, appearing to read "Martin D. Jensen".

Martin D. Jensen, P.E.  
Geotechnical Department Manager

Subconsultant's Fee Estimate Backup  
Sigma

PHASE 2 DRAFT DESIGN SCOPE

P284-11-015Amd2

P284-11-015Amd2

**Subconsultant's Fee Estimate Backup**  
**VTN Nevada**

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



2727 SOUTH RAINBOW BOULEVARD • LAS VEGAS, NEVADA 89146-5148  
PHONE 702-873-7550 • FAX 702-382-2587

May 27, 2015

C.A. Group, Inc.  
2785 S Rainbow Blvd.  
Las Vegas, NV. 89146  
702-685-5945

ATTN: M. Jack Sjostrom, P.E.

**RE: LAND SURVEYING SERVICES PROPOSAL**

VTN Nevada is pleased to have this opportunity to submit a Land Surveying Services Proposal for the SR160 Phase II Improvement project. VTN will provide 160 hours of field survey design location services to supplement the aerial topography as directed by C. A. Group. VTN will also provide five legal exhibits and descriptions for the permission to construct areas. The total fee for the above described project will be \$44,420.00 with a breakdown of survey rates as follows:

Field Crew Design Survey	\$36,000.00
Survey Office Technician	\$920.00
Prepare legal exhibit and description - \$1,000.00 per exhibit - 5 Total	\$5,000.00
Traffic Control	\$2,500.00

Please call if you have any questions, or if we can be of further service.  
Sincerely,

VTN Nevada

Raymond A. Johnson P.L.S.  
702-873-7550

Subconsultant's Fee Estimate Backup  
Aztec



## SCOPE OF SERVICES

NDOT SR 160 From SR 159 to Mountain Springs  
Modification #4, Phase II Section 404/401 Permitting  
July 30, 2015

### 1. Project & Task Understanding

The requested services would be performed as part of final design for Phase II (western portion) of the Nevada Department of Transportation (NDOT) SR 160 project from SR 159 to Mountain Springs. The Phase II project limits consist of the "P1" alignment from beginning station 703+52.57 to end station 367+00, with roadway option Alternative A (Sheets 40A and 41A of the 30% plans). These limits are depicted on roadway and drainage plan sheets 24 through 43 of the 30% plans. The approximate milepost (MP) limits are from SR 160 MP 16.58 to MP 22.00. AZTEC understands that the requested scope of work generally includes obtaining a Clean Water Act Section 404 permit and Section 401 water quality certification for all the Phase II planned improvements

### 2. Scope of Work

#### Section 404/401 Permitting

##### Assumptions

- Per coordination with NDOT, the project would be authorized under a "Letter of Permission"; therefore, any additional work normally associated with individual permit applications, such as responding to public notice comments, is not included in this scope of work
- The permit application will be submitted based on the 60% design plans
- No mitigation plan will be required
- The CA Group (or sub-consultant as applicable) will provide design base files for each design stage submittal as well as information regarding the type and volume of material to be discharged into water courses
- NDOT would be responsible for:
  - Document submittals to the US Army Corps of Engineers (Corps) and Nevada Division of Environmental Protection (NDEP)
  - 404 compliance documentation required by Corps NWP general condition 30 and regional condition 8
  - Any construction photograph documentation required by NDEP as part of the Section 401 water quality certification

#### Delineation

Collect general water resource data for the project area and conduct a site visit to identify, delineate, photograph, and record physical characteristics of watercourses within the project limits, then prepare the following delineation information to be included in the permit application:

- Table summarizing waters of the US within the project area with physical characteristics
- Plan view map sheets showing proposed waters of the US and location of ground photographs at the design plan scale of 1" = 100' (approximately 20 sheets)
- Ground photograph log

#### Impact Evaluations

Calculate project impacts to waters of the US by using GIS software to overlay design plans on proposed waters of the US from the delineation. This would be completed for the 60% design submittals and repeated for the 95% and 100% submittals to identify any impact changes that would warrant modifying the 404/401 permit applications.

#### Section 404 Permit Application

Prepare a 404 "Letter of Permission" permit application package to the Corps that consists of:

- Cover letter and state and project location maps
- Completed Corps South Pacific Division Preconstruction Notification (PCN) form with general conditions checklist and regional conditions checklist for Nevada
- A list of adjoining property owners (based on information included in the project parcel plans)
- Tables summarizing activities within waters of the US, material discharged into waters of the US, and impacts to waters of the US
- Plan view map sheets showing impacts to waters of the US at the design plan scale of 1" = 100' (approximately 20 sheets)
- Documentation of compliance with Section 7 of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act (previously completed during the NEPA Environmental Assessment process)
- Excerpts from the 60% plans showing roadway and drainage plans and profiles or cross sections of work within drainages

#### Section 401 Water Quality Certification Application

Prepare a Section 401 water quality certification application that consists of:

- Cover letter
- Completed NDEP 401 certification application
- A copy of the PCN submitted to the Corps

#### Coordination and Meetings

- One AZTEC staff will participate in 8 conference calls (5 monthly team project progress calls and 3 additional calls specifically related to 404/401 permitting)
- Regular coordination with design team members and NDOT environmental staff

### 3. Deliverables

It is assumed that all deliverables will consist of 3 submittals, an initial submittal to NDOT for review, a revised submittal to NDOT for approval and submittal to applicable agencies, and a final submittal to NDOT to address any agency comments.

- Section 404 Letter of Permission permit application package
- Section 401 Water Quality Certification Application package



Prepared For: CA Group, Inc.

Project Name: NDOT SR 160 from SR 159 to Mountain Springs

Description: Modification #4, Phase II Section 404/401 Permitting

Date: 7/30/2015

DERIVATION OF COST ESTIMATE

LABOR	Hours	Direct Rate	Cost
Project Principal	0	\$ 66.63	\$ -
Project Manager	6	\$ 53.69	\$ 322.14
Environmental Planner/ Scientist, Senior	179	\$ 48.38	\$ 8,660.02
Environmental Planner/ Scientist	195	\$ 36.06	\$ 7,031.70
Environmental Planner/ Scientist, Assistant	0	\$ 21.07	\$ -
Administrative/Clerical	0	\$ 17.96	\$ -
<b>Labor Subtotal</b>	<b>380</b>		<b>\$ 16,013.86</b>
<b>Overhead (Labor Subtotal x Overhead Rate)</b>		<b>159.21%</b>	<b>\$ 25,495.67</b>
<b>Labor Total (Labor Subtotal + Overhead Cost)</b>			<b>\$ 41,509.53</b>
<b>Profit (Labor Total X 10.00%)</b>			<b>\$ 4,150.95</b>
<b>AZTEC Total (Labor Total + Profit)</b>			<b>\$ 45,660.48</b>

EXPENSES (AT COST, NO MARKUP)	Units	Unit Cost	Cost
Mileage (GSA FY 2015 Rate)	0	\$ 0.58	\$ -
Lodging (State of Nevada 2015 Rate for Area)	6	\$ 96.00	\$ 576.00
Per Diem (State of Nevada 2015 Rate for Area)	12	\$ 71.00	\$ 852.00
Vehicle Rental (Standard Car, Daily)	0	\$ 52.60	\$ -
Vehicle Rental (Large 4X4 Pickup, Daily)	4	\$ 77.44	\$ 309.76
Fuel (AAA Daily Fuel Gauge Report Rate for Area)	45	\$ 3.26	\$ 146.70
<b>Direct Expenses Total</b>			<b>\$ 1,884.46</b>

OUTSIDE SERVICES (AT COST, NO MARKUP)	Cost
Firm Name/Service Description	\$ -
Firm Name/Service Description	\$ -
<b>Outside Services/Consultants Total</b>	<b>\$ -</b>

TOTAL COST ESTIMATE (AZTEC TOTAL + EXPENSES + OUTSIDE SERVICES) \$ 47,544.94

*Michael A. Myers*  
Mike Myers  
Associate Vice President

7/30/2015  
Date

[illegible]



**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
*Budget Division*

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 3, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mr. Thomas Regenhard who has contracted with the prime consulting firm, CA Group. CA Group is currently under agreement to perform final design for the SR160 Phase 2 project. CA Group is proposing to use Mr. Regenhard as an Independent Constructability Reviewer on the project

Additional Information:

Mr. Regenhard retired from the state in February 2015 and started working for the CA Group in April 2016. He has 35 years of experience with Nevada Department of Transportation.

Statutory Authority:

NRS 333.705

REVIEWED: Jim  
ACTION ITEM: 6 D-2





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

05/26/2016

To: State of Nevada Board of Examiners  
From: Rudy Malfabon, Director   
Subject: Authorization to Contract with a Former Employee

### SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with a retired State employee. Mr. Thomas Regenhard retired from State service on February 27, 2015, and has been employed by CA Group since April 19, 2016. CA Group is proposing to use Mr. Regenhard as an Independent Constructability Reviewer on the SR160 Phase 2 Design project.

### BACKGROUND

CA Group is currently under agreement with NDOT, specifically Agreement P294-11-015, to perform final design for the SR160 Phase 2 project. Mr. Regenhard will perform a constructability review of the intermediate and QA design submittal packages and provide comments for the design team.

When Mr. Regenhard retired from State service as Supervisor 1, Associate Engineer, he had no influence or authority over the consultant procurement or agreement with CA Group for this project.

### RECOMMENDATION

We respectfully request your consideration and approval for CA Group to utilize Mr. Regenhard as a member of the CA Group staffing team on the SR160 Phase 2 project.

**RECEIVED**

MAY 27 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Thomas Regenhard</u>
<b>Former Employee ID number:</b>	<u>01112</u>
<b>Former Job Title:</b>	<u>Supervisor 1 Associate Engineer</u>
<b>Former Employing Agency:</b>	<u>Nevada Department of Transportation</u>
<b>Former Class and Grade:</b>	<u>36</u>
<b>Employment Dates:</b>	<u>1983-2/27/2015</u>
<b>Contracting Agency:</b>	<u>Nevada Department of Transportation</u>

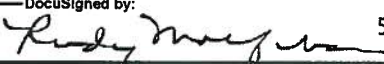
Please check which of the following applies:

- ☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- ☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

<p>a. Summarize scope of contract work.</p>	<p>The work consists of assisting the NDOT's in-house design team in the following areas:</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Engineering Design</li> <li>• Value Engineering</li> <li>• Constructability Review</li> <li>• Construction Cost Estimate</li> <li>• Construction Schedule</li> <li>• QA/QC Review of Plans, Specifications and Estimates</li> <li>• Public and Stakeholder Involvement/Outreach</li> </ul>
<p>b. Document former job description.</p>	<p>The Position in this series supervises professional engineering associates, technical engineering staff, and/or engineering students; direct activities of assigned staff, organize personnel, equipment and materials, and delegate assignments; evaluate the performance of employees according to established policies and work performance standards; ensure accurate and timely completion of work assignments; and provide guidance and training. Under general supervision, incumbents supervise technical engineering employees and perform engineering functions requiring analysis of diverse data and the exercise of judgement impacting daily operations and policy and procedure implementation.</p>

c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	The former employee is being hired because of their specialized knowledge of the construction methods in Nevada. There is not a clause in the contract for transfer of the specialized knowledge of the contracting agency or a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	The workload of the Nevada Department of Transportation is extremely high to due to the increased funding and staff members are busy on other projects. This review is the consultant's responsibility.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> .	The individual overseeing or establishing the contract is not related to the contractor.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	CA Group was obtained as a design consultant to perform the services under the SR160 program agreement.



Comments:

DocuSigned by:  


5/26/2016

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Contracting Agency Head's Signature and Date



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Budget Analyst

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Clerk of the Board of Examiners

NEVADA DEPARTMENT OF TRANSPORTATION

AGREEMENT SUMMARY

AGREEMENT No. 2294-11-015 Amendment No. N/A (If Applicable)  
Task Order No. N/A Amendment No. N/A (If Applicable)

Return to Contract Services Yes No  
ORIGINATING DIVISION/DISTRICT: Project Management  
CONTACT PERSON: Adam Seary PHONE NO.: 775-888-7597 DIV CODE: C015  
PROJECT MANAGER: Adam Seary PHONE NO.: 775-888-7597 DIV CODE: C015  
NAME AND ADDRESS OF SECOND PARTY: James Cavola  
C.A. Group, Inc. 702-885-5945  
2785 South Rainbow Blvd  
Las Vegas, NV 89146

PURPOSE OF AGREEMENT/AMEND: Environmental phase (NEPA) and preliminary engineering on SR 160 from SR 159 to 1.24 miles West of Mountain Springs

TYPE OF AGREEMENT: Consultant

WERE BIDS OR PROPOSALS SOLICITED? Yes If so, please attach.  
If not, why not?

WHY WAS THIS CONTRACTOR CHOSEN IN PREFERENCE TO OTHERS? Top ranked firm

BEGINNING DATE: 11/14/11 ESTIMATED COMPLETION DATE: 12/31/2014

BOE APPROVAL (IF APPLICABLE): N/A DATE:       

TOTAL ESTIMATED COST OF AGREEMENT: \$2,079,000.00 FIXED FEE %: 10.00

AMENDMENT AMOUNT: (If Applicable) N/A

PROJECT IDENTIFICATION: (MUST COMPLETE)		FEDERAL PARTICIPATION:	
CONTRACT NUMBER	YES	NO	X
WORK OR NUMBER			
PROJECT ID NUMBER	EA 73395		
PCEMS NUMBER	4-03389		
PROJECT NUMBER			
SUB-PROJECT			
PHASE			
NONE			

COUNTY WHERE WORK IS PERFORMED: Clark

DO YOU HAVE MONEY IN YOUR BUDGET TO FUND AGREEMENT? (ATTACH APPROVAL) Yes

DIVISION RESPONSIBLE FOR BILLING REQUEST TO ACCOUNTING? Project Management

PAYMENT CODE: P P-PAYABLE PAYMENT CYCLE: M M-MONTHLY

R-RECEIVABLE PR-PAYABLE/RECEIVABLE NIM-NON-MONETARY P-PREPAID B-BI-WEEKLY Q-QUARTERLY

REVIEW APPROVAL:        S-SEMI-ANNUAL Y-YEARLY C-UPON COMPLETION

ASST. DIR.        FINAL DISTRIBUTION:        No. Copies

LEGAL        Adam Seary 1

PROJ. ACTING        C.A. Group 1

DIST./DIV. HEAD        Accounting 1

RAW       

ENVIRON.       

AGREE. SVC.       

NDOT       

075-001 Rev. 10/07

Agreement Number 2294-11-015

SERVICE AGREEMENT

This Agreement, made and entered into the 14th day of November, 2011, by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and C.A. Group, Inc. 2785 South Rainbow Blvd., Las Vegas, NV 89146 (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 & Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, ENVIRONMENTAL PHASE FOR SR 160 FROM SR 159 TO MOUNTAIN SPRINGS is necessary to complete NEPA (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to provide professional engineering services for this project as specified in Attachment A - Scope of services, attached hereto and incorporated herein; and

SERVICE PROVIDER must have knowledge of all Federal and Nevada State laws and regulations and be in compliance with them; and

SERVICE PROVIDER is expected to demonstrate the ability and expertise to complete all work shown in Attachment A. However, once this project is completed and the preferred alternative for the project is known, an amendment may be negotiated with the SERVICE PROVIDER for the completion of technical support for Design-Build, or CM at Risk delivery and/or Final Design for Design Bid Build delivery. The DEPARTMENT reserves the right to advertise a new RFP for design and/or construction phases, if deemed appropriate, at the DEPARTMENT's sole discretion.

2. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools and other expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided otherwise herein.

3. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Proposal, which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including December 31, 2014, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement, prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited to representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 4 of this Article II-Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Notice to Proceed and/or Final Execution Date. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs

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incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code, Chapter 625.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

(1) If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries and parent companies/organizations);

(2) If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

(3) If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers service provider's performing the same or similar services at the time said services are performed.

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12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor. If the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement, the SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.

15. The SERVICE PROVIDER agrees to complete and sign Attachment C - "AFFIDAVIT REQUIRED UNDER SECTION 112(G) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," attached hereto and incorporated herein.

16. The SERVICE PROVIDER acknowledges that the DEPARTMENT has established a Disadvantaged Business Enterprise (DBE) participation requirement of Five percent (5%) of the total dollar value of the Agreement costs. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 U.S.C. § 632 or by 49 C.F.R. Subtitle A, Part 26.

17. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

#### ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. 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 the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debared, excluded, terminated, suspended, lapsed or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT.

#### ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of One Million Nine Hundred Sixty-Nine Thousand One Hundred Eighty-Four and 12/100 Dollars (\$1,969,184.12). The fixed fee, to cover profit, shall be One Hundred Nine Thousand Eight Hundred Fifteen and 88/100 Dollars (\$109,815.88). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.

3. Indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among all professional services projects being done by the SERVICE PROVIDER during the term of this Agreement and will be billed at the provisional indirect cost rate of one hundred nine and 39/100 percent (109.39%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

4. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Two Million Seventy-Nine Thousand and No/00 Dollars (\$2,079,000.00), which includes the fixed fee.

5. Due to the scope and nature of the PROJECT, contingency funds have been established to address unanticipated and unforeseen services outside of the Scope of Services that may be required to complete the PROJECT. The scope of services requiring the use of contingency funds will be agreed upon in writing by the parties to this Agreement prior to the commencement of such services. The cost of contingency services will also be negotiated prior to performing the services and will include direct salary costs, other direct costs, indirect costs and the fixed fee. The fixed fee will be determined by applying the percentage rate negotiated and will be an amount proportionate to the services being performed. The total costs of direct salary costs, other direct costs, indirect costs and the fixed fee for the contingency funds shall not exceed the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Contingency services to be performed by the SERVICE PROVIDER shall not commence until receipt of written approval by the DEPARTMENT. Any contingency funds not used during the term of this agreement will not be paid to the SERVICE PROVIDER.

6. Contingency funds have been established to address unforeseen services that may be required to complete this project. In the event that contingency funds are needed, the SERVICE PROVIDER will prepare an authorization letter using the format outlined in Attachment B – Contingency Approval Letter, attached hereto and incorporated herein. The authorization letter shall describe the scope of work, cost estimate, and schedule of work and shall be approved in writing by the DEPARTMENT's Project Management Chief prior to commencing work.

7. Travel costs will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: [www.gsa.gov/mile](http://www.gsa.gov/mile). The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>. The SERVICE PROVIDER shall provide lodging receipts.

8. The SERVICE PROVIDER shall be reimbursed for the use of company vehicles as agreed upon with the Project Manager. Cost shall include a direct expense that includes anticipated mileage, insurance, maintenance and a lease fee, if applicable.

9. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." The DEPARTMENT is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT.

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final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 4. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors.

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Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave or coverage.

4. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

5. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

6. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

7. The SERVICE PROVIDER shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a 30-day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and

the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

11. The SERVICE PROVIDER shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

12. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation and analysis data, reports (including files on disks), computations, tabulations, original drawings and design files (including CAD information on disks), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

13. All reports and notes for special provisions shall be delivered to the DEPARTMENT on 3.5" floppy disks, compact disc or flash drive, using the most current version of Microsoft Word. Delivery of a hard copy of reports and notes for special provisions shall also be required.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

16. The SERVICE PROVIDER warrants that they have not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 C.F.R. Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

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19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 C.F.R., Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html). The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters or this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) business days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt

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requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below.

**FOR DEPARTMENT:**

Susan Martinovich, P.E., Director  
Attn: Adam Searcy, P.E., Project Manager  
Nevada Department of Transportation  
Division: Project Management  
1263 South Stewart Street  
Carson City, NV 89712  
Phone (775) 888-7597  
Fax 775-888-7322  
E-mail: asearcy@dot.state.nv.us

**FOR SERVICE PROVIDER:**

James Caviola, P.E.  
C.A. Group, Inc.  
2785 South Rainbow Blvd  
Las Vegas, NV 89146  
Phone: 702-685-5945  
Fax: 702-685-5947  
E-mail: james.caviola@c-agroup.com

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

34. Except as otherwise provided for by law or this Agreement, 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

36. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

37. This Agreement constitutes the entire agreement of the Parties and such is intended as a 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER: C.A. Group, Inc.

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION



  
Director  
for

James Caviola  
Name (Print)

Recommend:

President  
Title (Print)

  
Project Management Chief

Approved as to Legality and Form:

  
Deputy Attorney General

## ATTACHMENT "A"

### SCOPE OF SERVICES Environmental and Preliminary Engineering for SR 160 from SR 159 to Mountain Springs

#### 1. GENERAL

##### 1.1. PROJECT LOCATION AND PURPOSE

The project location is SR 160 between approximate Mile Post CL 11.04 [SR 159] and approximate Mile Post CL-22 [west of Mountain Springs] a distance of approximately 11 miles.

SR 160 is an important link between the Las Vegas metropolitan area and the town of Pahrump and Death Valley National Park. The existing roadway is one lane in each direction with a truck climbing lane in the westbound direction over Mountain Springs Pass. This proposed project will examine the potential to improve SR 160 to two lanes in each direction as well as improving ingress and egress to properties and roadways located along the corridor.

##### 1.2. GENERAL DESCRIPTION OF SERVICES

###### GENERAL DESCRIPTION OF SERVICES

This scope of services includes developing an alignment to a 30-percent level of completion per Nevada Department of Transportation (NDOT) requirements and completing the National Environmental Policy Act (NEPA) process through to a decision document. More specifically, the following task areas are included:

- Perform up to a 30% design for all feasible alternatives and a full 30% design for the selected alternative (30% design plans, specifications and estimate)
- Identify and perform necessary environmental studies including but not limited to:
  - NEPA FWA Compliance
    - Compile required data necessary to prepare draft(s) and final Environmental Assessment (EA) for a single build alternative project
    - Prepare Design Recommendation leading to a request for FONSI
    - Perform agency and public consultation and outreach in conformance with NDOT and Federal Highway Administration (FHWA) regulations and policies
- Environmental Studies and reports of investigations per Section 4.2
- Value analysis
- Risk analysis (including cost risk assessment)
- Benefit-Cost Analysis
- Right of Way and utility support services
- Utility designation
- Traffic modeling and analysis
- Drainage analysis
- Geotechnical analysis
- Structural engineering
- Conceptual landscape and Aesthetics plans
- Constructability review
- Maintenance review

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- Preparing Project Management Plans
- Risk and Change Management Registers
- Coordination of preliminary design with project stakeholders
- Public relations
- Right-of-Way setting; and
- Provide and develop deliverables in support of all environmental, management, design and construction activities associated with this project.
- Surveying and mapping
- Preliminary Geometric Approval Documentation
- Preliminary Design Exception Documentation (if applicable)

If determined to be in the best interest of the Department this agreement could be amended to include the final design of all or a portion of the project. It is anticipated that the Consultant will prepare the final design of the segment from approximate Mile Post CL 16.87 to approximate Mile Post CL-22.00 and the Department will prepare the final design of the segment from approximate Mile Post CL 11.04 to approximate Mile Post CL 16.87. All 30% design files will be transmitted electronically as necessary to the Department to facilitate the intended final design of this portion of the Project.

#### PROJECT ASSUMPTIONS

For the purposes of this scope, the following project assumptions have been identified:

- Federal Highway Administration (FHWA) is the lead federal agency for preparation of the NEPA document, the Bureau of Land Management (BLM) and United States Forest Service (USFS) will be cooperating agencies, and Clark County may be a participating agency. The Consultant will update the existing Agency Coordination Plan developed by NDOT. No level of effort is included in this scope to develop and Impact Methodologies Plan for agency review.
- Environmental Assessment (EA) class of action
- NDOT project development and submittal processes

#### 1.3. SCHEDULE

A project schedule is attached to this scope of work as an appendix. Key milestone dates are provided in the table below

Notice to Proceed	11/15/11
Alternatives and Alignment Analysis	March 2012
30-Percent Design	June 2012
Draft EA	November 2012
Approved EA Publication	March 2013
Final 30% Plans	May 2013
FONSI / R-W Grant	May 2013
Total Remaining Project Duration	6 Months
Assumed Scope Duration	24 Months

- Increase of 6 months to accommodate minor schedule impacts, unforeseen issues, and project advancement as required.

#### 2. STANDARD CRITERIA

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The Consultant will follow all Federal, State, and Local adopted and accepted criteria for the project. Any deviation from the criteria will be prepared in a Design Memorandum by the Consultant and submitted to NDOT for approval. A list of applicable references for this project will include the most recent versions of the following:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Drainage Manual
- AASHTO A Policy on Geometric Design of Highways and Streets (2001)
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices / Red Book
- NDOT Road Design Guide
- NDOT Geotechnical Policies and Procedures Manual 2005
- NDOT Access Management Standards
- NDOT Project Management Guidelines
- NDOT Scoping Guidelines (PM Division)
- NDOT Risk Management Guidelines (PM Division)
- Applicable Code of Federal Regulations
- Applicable NDOT and FHWA Policy Documents

### 3. PROJECT MANAGEMENT

#### 3.1. GENERAL PROJECT MANAGEMENT

##### 3.1.1. Project Management and Coordination

**Schedule:** The Consultant will provide an initial detailed project schedule in Microsoft Project within 3 weeks of the notice to proceed. Updates to the project schedule will be submitted whenever a significant change occurs (>2 weeks) that would affect project completion within the scheduled time period. NDOT will be notified of schedule updates.

**Progress Reports:** The Consultant will submit a monthly status report with each invoice indicating the status of the project. The report will indicate tasks that were performed during the month to coincide with monthly invoices. Any changes or potential conflicts in scheduling or budget will be noted in the report.

**Coordination:** The Consultant will perform ongoing maintenance of the project files. This includes both a hard and electronic copy of major project correspondence and deliverables. Project documents will be maintained on the project's SharePoint site. Copies of all major correspondence and project records will be prepared for NDOT. A project SharePoint site, accessible to both internal and external stakeholders, will also be maintained by the Consultant throughout the project schedule. The NDOT PM will be copied on all major project correspondence. At the conclusion of the project, the Consultant will place all the pertinent environmental documents on a CD/DVD for NDOT. The information contained on the CD/DVD will be sufficient to create an Administrative Record for the project if needed. Creating an Administrative Record from the project files is not included as part of this scope.

**Project Management Plan:** The Consultant will prepare a Project Management Plan, consistent with NDOT Project Management Guidelines and NDOT direction and will submit for review a draft within 2 calendar weeks of NTP. As part of the plan, the Consultant will develop Risk and Change Management Registers which will be updated on a monthly basis as required.

##### 3.1.2. Project Management Meetings

All meetings will be made available to remote attendees utilizing a minimum of desktop image sharing and teleconferencing.

**Monthly PMT Meetings:** Project management team meetings will convene with project key staff. Meetings will be held in Las Vegas. The Consultant will prepare agenda and meeting notes. The NDOT PM will distribute meeting invites, agendas, and minutes to the project team. 24 meetings are assumed.

**Miscellaneous PM Meetings:** Various Project Manager Meetings will be necessary as the project progresses, such as front-office updates, scope and schedule management meetings, and agency updates. The Consultant will prepare for, attend, and document 7 meetings throughout the project. NDOT PM is to be included in all meetings. It is anticipated that 5 meetings will be held in Las Vegas and 2 held in Carson City.

#### 3.2. QUALITY ASSURANCE / QUALITY CONTROL

**QA/QC:** The Consultant will perform ongoing review and checks of all deliverables by an independent reviewer. QA/QC also includes independent review of the EA and technical reports prior to Approved Draft Publication.

#### 3.3. PUBLIC INVOLVEMENT

**Public Meetings:** Two (2) public meetings will be noticed, convened, and facilitated for the project. Since there has been a significant lag between the initial public scoping/intent to study meeting there will be one additional public information meeting allowing the public and agencies an additional opportunity to comment on the project purpose and need and alternative(s) development. A Location/Design hearing will be held after publication of the approved EA to receive public and agency comments on the preferred alternative, impact analysis, and mitigation. Comments from both meetings will be collected, addressed in the EA, Design Recommendation, or FONSI, as appropriate, and placed in the project files stored on SharePoint. A minimum of two weeks prior to the public meeting and the Location/Design hearing, the Consultant will attend dry run meeting with NDOT to review the content of exhibits, handouts, and other public meeting information. Two Consultant team members will attend the meeting in person and others will join via a conference call.

The Consultant is responsible for all noticing (500 residents maximum), mailing list maintenance, advertising, court reporter, and exhibits and presentations. NDOT R/W and Environmental Services Divisions will provide existing mailing lists and agency contact information. The consultant will update and maintain them accordingly. The noticing area consists of 0.25 mile either side of the project study area and to select property owners along the Potosi Mine Road whose parcels rely on access from SR 160.

**Stakeholder and Agency Meetings:** Additional meetings with county commissioners, resource agencies, or property owners may be necessary as the project progresses. The Consultant will prepare for, attend, and document 10 meetings throughout the project. NDOT will attend all meetings with resource agencies and stakeholders.

**Develop Public Outreach Materials:** The Consultant, in conjunction with NDOT, will develop collateral materials for public meetings and for distribution as the project progresses. These materials include handouts describing the project, purpose and need, alternatives, and resources of concern; comment forms; and project flyer / newsletter. This will be a brief one-page summary of project information, meeting announcements, and status and will be updated 2 times and distributed via email and on the agencies' websites. The Consultant, working closely with the NDOT Project Manager, will also prepare PowerPoint presentations for public meetings, stakeholder presentations, and NDOT

updates. The Consultant will provide NDOT with pdf files of the material presented at the public information meeting and public hearing for placement on NDOT's website.

#### 3.4. PROJECT MANAGEMENT DELIVERABLES

- PMT Meeting Agendas and Notes / Action Items
- Coordination and PM Meeting Minutes
- Project Schedule
- Monthly Progress Reports
- Project Management Plan
- Risk and Change Management Registers
- Consultant QA/QC Plan (Included in Consultant PMP)
- Stakeholder Meeting Minutes
- Public Outreach Collateral Materials
- Public Outreach Documented Comments
- Final Mailing List and Contact Information
- Project information necessary to construct an Administrative Record

#### 4. NEPA PROCESS

**4.1. NEPA COORDINATION** - This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process. The EA and decision document will be prepared consistent with the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ) and Federal Highway Administration (FHWA) implementing regulations, policy and guidance for NEPA.

##### 4.1.1. Internal Scoping Meeting with BLM and USFS

The Consultant will prepare for and schedule an internal scoping meeting with the USFS and BLM reality specialist, NEPA coordinator, and resource specialists (Interdisciplinary (ID) Team). The objectives for this meeting are to present an update of the SR 160 project and to obtain agency input on the issues they consider important to the successful completion of the NEPA process.

##### 4.1.2. BLM, USFS, and NDOT / FHWA Update Meetings

Two (2) update meetings with USFS, BLM and NDOT environmental staff will be scheduled at key milestones to discuss project issues such as Purpose and Need and preliminary alternative. This task assumes two Consultant team members would attend the two meetings. Up to 2 additional meetings (1 in-person with two Consultant team members attending and 1 teleconference) will occur through publication of the Approved EA.

**4.2. NEPA ANALYSIS:** This task consists of the alternatives development and environmental resources and specialty areas which must be analyzed, coordinated with respective resource agencies, documented, and, in some cases, mitigated. Two alternatives, including no action/no build will be initially analyzed. It is assumed that these alternatives will be located within the existing right-of-way. Resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. NDOT involvement, unless otherwise noted, will be in a review and critique capacity.

NEPA Analysis Task Item	Documentation	Field Analysis and Tech Rpts	Agency Coordination
Access	X		
Air Quality Analysis <sup>1</sup>	X	X	X
Traffic Noise Analysis <sup>1</sup>	X	X	X
Biological Resources (including vegetation, invasive/nonnative species, wildlife, migratory birds) <sup>3</sup>	X	X	X
Cultural Resources/Section 106 <sup>2</sup>	N/A	N/A	N/A
Cumulative and indirect impacts <sup>1</sup>	X	X	X
Energy Resources and Minerals	X		
Floodplains and Water Resources / Quality	X		X
Geology and Soils	X		
Hazardous Materials <sup>2</sup>	N/A	N/A	N/A
Land Use	X		X
Native American Religious Concerns <sup>2</sup>	N/A	Included in cultural resources	N/A
Rangelands/Farmlands	X		X
Recreation	X		X
Safety <sup>1</sup>	X	X	
Section 4(f) (one resource)	X	documented in EA	X
Social and Economic Conditions	X		
T&E Species / BLM Sensitive Species	X	Included in biological resources	X
Title VI and Environmental Justice	X		X
Visual Resources <sup>3</sup>	X	X	X
Wetlands / Riparian Zones	X		X
Wild Horse and Burro	X		X

<sup>1</sup>Assumed alignment is 600 feet wide and 11 miles long. A larger study area will be evaluated for the social, economic, and cumulative impacts and indirect effects analysis

<sup>2</sup>Technical analysis and documentation to be completed by NDOT

<sup>3</sup>Denotes separate technical draft and final report prepared by the Consultant in addition to EA document section.

#### 4.2.1 Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas listed in the above table. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area. The data collected and analysis will include:

- **Traffic Noise Analysis.** Conduct adequate field investigation to satisfy policy requirements, ascertain conditions, and calibrate and support the traffic noise model.
- **Biological Resources.** Collect and analyze wildlife resource data. Document existing vegetation in the project area, including invasive species and noxious weeds. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), NDOW, Natural Diversity Information Source (NDIS), BLM and USFS biological resource specialists, and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. A spring general wildlife and botany presence/absence survey will be completed for rare or sensitive species identified by the BLM, NDOW, and USFWS. Concurrent with the spring survey, the Consultant will conduct a tortoise survey in accordance with USFWS and other agency requirements. In addition, the Consultant will inspect structures that may accommodate bats and swallows.

**A detailed Biological Resource analysis will be conducted as follows:**

**General Data Collection & Analysis**

Initial background information will be gathered through personal interviews, library and archival research, geospatial data, and by contacting resource agencies and data repositories. Updated information will be obtained from the US Fish and Wildlife Service (USFWS), US Bureau of Land Management (BLM) and US Forest Service (USFS) biological resource specialists, Nevada Department of Wildlife (NDOW), and Nevada Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area.

**General Survey (Spring Only) and Desert Tortoise Survey**

A general wildlife and botany presence/absence survey will be completed for rare and protected species identified during the general data collection efforts, and to document existing vegetation, including invasive species and noxious weeds. Concurrent with the spring survey, the Consultant will conduct a tortoise survey in accordance with USFWS and other agency requirements. In addition, the Consultant will inspect structures that may accommodate bats and swallows. The survey area is no larger than 600 feet wide and 11 miles long.

Biological technical reports will be prepared and submitted to NDOT for review and approval. These documents will be completed prior to the Biological Assessment. The reports will include:

- o Noxious Weed Risk Assessment: A noxious weed risk assessment will be completed per BLM guidelines. The risk assessment will include a description of the project and project location, a risk rating for the project, a risk determination, and preventative measures as appropriate.
- o Biological and T&E Tech Memo: A Biological and T&E Tech Memo will be prepared that documents the results of the general data collection and tortoise survey efforts. The memo will include a biological description of the project area, a list of protected species potentially occurring in the project area, and maps of the project area with locations of any relevant resources identified.

- o **Energy Resources and Minerals.** Document existing energy resources, mining claims, and mineral leases in the study area.

- o **Floodplains and Water Resources.** Identify surface waters or FEMA-regulated floodplains in the study area. Utilize the hydrology report to determine potential water quality and storm water issues.

- o **Land Use.** Collect existing and future land use and zoning information from the County, private landowners, and BLM. Describe generalized existing land use from aerial photo interpretation for the study area.

- o **Geology and Soils.** Utilize geotechnical report to identify potential geology and soils issues.

- o **Social and Economic Conditions, including Environmental Justice.** Data will be obtained from the US Census Bureau and American Community Survey. This will be supplemented with information from other local sources. Growth in population and employment growth will be assessed using Census and other available demographic information.

- o **Visual Conditions.** The existing visual environment will be documented, including significant and/or protected view sheds.

- o **Recreation.** Identify any recreational uses in the study area and determine whether they are protected under the provisions of Section 4(f).

- o **Wetlands and Waters of the U.S.** Verify the study area is within the area previously cleared by the U.S. Army Corps of Engineers as non-jurisdictional drainages. If the study area has not been previously cleared, contact the St. George, Utah office of the Corps to determine the appropriate level of information they would require during the NEPA phase. This scope does not include time to field identify wetlands/waters of the U.S.

- o **Rangelands/Farmlands/Grazing:** Identify any grazing allotments and prime farmlands in the study area. Collect information from private landowners regarding grazing/farming practices.
- o **Wild Horses and Burros:** Collect data from Department of Agricultural and BLM on numbers and management of stray horses and wild burros in study area.
- o **Cumulative Impacts.** Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected.

**4.3 Obtain Entry Permit**

The Consultant will compile lists of properties within the study area and prepare entry permit letters to all property owners. Track responses and prepare 2<sup>nd</sup> follow-up mailing. Follow-up with telephone calls if needed. Up to 60 properties may require entry permits.

**4.4 Environmental Assessment (EA)**

This task encompasses the preparation of the EA document. The Consultant will author, edit, and revise the document per direction from NDOT, FHWA, and resource agencies. The following iterations of the EA document are included:

1. Administrative Draft – NDOT review
2. Administrative Draft EA – USFS, BLM review.
3. Administrative Draft EA – FHWA review.
4. Revised Preliminary EA – USFS, BLM, NDOT, and FHWA review.
5. (Approved EA) – Public review.
6. Final EA – NDOT/FHWA review

The Consultant will incorporate due care in preparing a quality EA document consistent with industry standards and best practices. The Consultant will respond to and incorporate substantive public and agency comments that provide corrective changes, document refinement, and regulatory compliance.

**Environmental Assessment Preparation**

Preparation of an issue-focused EA, to include the following tasks:

- ▶ **NEPA Scoping.** Prepare agency-specific scoping letters to resource agencies. Includes 10 letters. Project limits will be established by FHWA guidelines and by 23CFR771.111(f).

- ▶ **Refine NDOT's existing Purpose and Need statement.** The purpose and need will be refined to reflect existing updated demographic, traffic, safety, and economic data to support the need for improved connectivity.

- ▶ **Prepare Description of Alternatives, including:**

- o Process used.
- o Evaluation criteria.
- o Alternatives considered but not advanced.
- o Alternatives to be evaluated in the EA.

- ▶ **Document Resources Not Affected:**

- o Prepare rationale/justification for not including in the EA specific resources that will not be affected. This rationale will be included in the EA.

- ▶ **Compile information collected under Task 2 for documentation in the Affected Environment section of Chapter 3 of the EA.**

- ▶ **Analyze impacts and prepare write-ups for the Environmental Consequences section of Chapter 3 of the EA.** Impacts will be avoided, minimized or mitigated. This scope assumes that the No Build Alternative and the Preferred Alternative will be the only alternatives evaluated in detail in the EA. Included are the following subsections:

- **Air Quality.** As required, perform and complete necessary analysis according to current regulations, designations, and policies. Present the results in a technical report per Section 4.2.
- **Traffic Noise.** As required, perform and complete necessary traffic noise analysis according to current regulations and policies. Present the results in a technical report per Section 4.2.
- **Biological Resources.** Assess and describe impacts to vegetation including invasive species/noxious weeds and provide appropriate mitigation measures. A noxious weed risk assessment will be completed following BLM guidelines. Analysis of impacts to wildlife and their habitat. Develop and coordinate mitigation plan for impacts, if appropriate. This scope includes no fisheries impacts would occur. Analyze all potential impacts to Threatened or Endangered Species and Sensitive/Rare Species as identified by USFWS, NDOW, and BLM. Prepare technical information and conduct agency coordination with USFWS and BLM for concurrence. Scope includes no effects to protected species and informal consultation with USFWS. A biological assessment will be prepared and forwarded NDOT for Section consultation with USFWS. The following additional biological documents will also be prepared:
  - o Noxious Weed Risk Assessment: A noxious weed risk assessment will be completed per BLM guidelines. The risk assessment will include a description of the project and project location, a risk rating for the project, a risk determination, and preventative measures as appropriate.
  - o Biological and T&E Tech Memo: As noted in Section 4.2, a Biological and T&E Tech Memo will be prepared that documents the results of the general data collection and survey efforts. The memo will include a biological description of the project area, a list of protected species potentially occurring in the project area, and maps of the project area with locations of any relevant resources identified.
  - **Floodplains and Water Resources.** Evaluate the project's potential impacts on FEMA-regulated floodplains in the study area and water quality impacts.
  - **Hazardous Materials.** NDOT will complete the technical memo and EA section.
  - **Land Use.** Prepare analysis of the project's potential impacts to existing land use, and evaluate the consistency of build alternatives with future land use plans.
  - **Geology and Soils.** Summarize analysis conducted in geotechnical report. Determine need for and/or excess borrow materials for future construction. Discuss use and/or disposition of any excess materials from BLM managed lands.
  - **Cultural Resources.** Summarize analysis conducted by NDOT.
  - **Social and Economic Conditions.** Analysis of impacts to the community of Mountain Springs as a result of proposed improvements. The project would not impact any environmental justice communities. Analyze both adverse and beneficial social and economic changes. This scope includes analysis that will be mostly qualitative in nature, but could include some straightforward quantitative analyses such as effects to local tax revenue. No economic modeling is included. Census data will be used as a basis.
  - **Recreation Resources.** Analysis of impacts to recreation resources and identification of mitigation measures.
  - **Visual.** Analysis of impacts to views of and from the transportation improvements. Prepare visual assessment consistent with FHWA guidelines. Prepare visual renderings of proposed improvements as necessary. (renderings at no more than 3 key observation points to illustrate roadway improvements). Present the results in a technical report per Section 4.2.
  - **Wetlands and Waters of the U.S.** If necessary, describe type of permitting that may be required (i.e., nationwide or individual) and mitigation that may be required.
  - **Rangelands/Farmlands:** Analyze impacts for removing grazing/farmlands from production and presence of roadway and traffic on these land uses.
  - **Wild Horses and Burros:** Analyze impacts of presence of roadway and traffic in area with wild burros and stray horses and/or removal of horses from project area.
  - **Construction.** Identification of anticipated impacts and appropriate mitigation measures during construction. Identify potential construction staging areas.

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- **Indirect Effects and Cumulative Impacts Analysis.** The indirect effects and cumulative impacts analysis will follow recommended approaches in the CEQ and FHWA guidance documents and NCHRP Reports on these topics. Per Section 4.2, the project team will prepare a technical memorandum documenting the indirect effects and cumulative impacts analysis that will be summarized in the EA. The level of analysis for each topic will be appropriate for an EA. No expert panel will be formed to provide input on indirect effects; however, the project team will obtain input from the public and agency scoping process on the resources that should be considered in each analysis. Agency input will also be sought on defining the indirect effects and cumulative impacts study area(s) and time horizons. Although regulation or policy does not currently require it, address climate change employing FHWA standard language and utilizing project specifics in this section.

The indirect effects analysis will include the following steps:

- Assess the project's potential for increased accessibility;
  - Assess the project's potential for induced growth;
  - Assess the project's potential for impacts on all sensitive resources; and
  - Assess potential minimization and mitigation measures.
- The cumulative impacts analysis will include the following steps:
- Describe resource conditions and trends;
  - Summarize effects of the proposed action on key resources;
  - Describe other actions and their effects on key resources;
  - Estimate combined effects on key resources; and
  - Consider minimization and mitigation.

Section 4(f). The project area will be reviewed for the potential involvement of 4(f) properties. The scope assumes a 4(f) analysis will be included in the EA and the Final Section 4(f) analysis will be included in the FONSI. This task assumes the 4(f) resource will be a cultural site, and that NDOT will conduct the analysis and coordination of cultural resources. NDOT will conduct all coordination with SHPO and provide the appropriate documentation to the Consultant for the completion of the 4(f) discussion.

The Consultant will prepare 5 copies of the EA for the administrative reviews and 15 copies for the published EA. NDOT will transmit the EAs to cooperating and participating agencies and fulfill any additional requests for hard copies. The Consultant will prepare the EA Notice of Availability and transmit it to all appropriate parties. PDF electronic files will be provided to FHWA, USFS, NDOT and BLM by the Consultant to post to their websites.

#### 4.5 Design Recommendation and Finding of No Significant Impact (FONSI)

This task encompasses the preparation of the decision document for FHWA. The Consultant will author, edit, and revise the document per direction from NDOT and FHWA. The Consultant will summarize and prepare responses to all substantive agency comments. The Consultant will summarize public comments and prepare responses.

The following iterations of the decision documents are included:

1. Administrative Draft –NDOT review.
2. Revised Administrative Draft – NDOT and FHWA review.
3. Final

The Consultant will prepare 5 copies of the Design Recommendation and FONSI for the administrative reviews and 5 copies for the published FONSI. NDOT will transmit the FONSI to the appropriate agencies and the Consultant will prepare a notice and advertise the availability of the FONSI for review

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for publication in local newspapers. PDF electronic files will be provided to FHWA and NDOT by the Consultant.

#### 4.6 NEPA PROCESS DELIVERABLES

- Agency Scoping Letters
- Entry Permit Letters
- Draft and Final Air Quality Technical Report
- Draft and Final Traffic Noise Technical Report
- Draft and Final Biological and T&E Species Technical Report
- Draft and Final Cumulative and Indirect Impacts Report
- Draft and Final Visual Resources Technical Report
- Draft and Final Safety Tech Memo
- Environmental Assessment Document and Drafts, including an individual Section 4(f) analysis
- EA Comment Responses
- Decision Document and Drafts, including a final Section 4(f) analysis.
- ESRI ArcGIS compatible layer files documenting the environmental study limits and natural resource and socioeconomic information used in the EA and FONSI.
- CD/DCV with project information necessary to construct an Administrative Record

### 5 ENGINEERING PROCESS

#### 5.1 LOCATION / SURVEY

The Consultant shall provide electronic copies of the orthographic photos, planimetric features mapping, contour mapping, and a Microstation digital terrain model file of the existing surface. Accuracy of the topographic mapping shall be Number 1 large scale mapping with a one foot contour accuracy.

Additional field surveying by the Consultant will be provided along the alignment corridor to provide additional information required for the preliminary roadway design, as well as the geotechnical and hydrologic analysis. The additional field surveying shall include cross sections and supplemental topo at key points to provide the necessary information required for the other phases of the project. All field survey information and topographic mapping will be provided in Microstation V8i format and shall be based on NDOT coordinate system.

#### 5.2 PREFERRED ALTERNATIVE DEVELOPMENT

This section encompasses the design and engineering effort to support the NEPA process. This includes analysis to determine the range of alternatives, the preferred alignment alternatives, coordination with environmental resource impact analysis, and NEPA documentation.

##### 5.2.1 Alternative Design Analysis

Alternative Design Analysis:

SR 160 CL 11.04 – CL 16.87:

- The Consultant shall perform ongoing design refinement, analysis, and review of the existing SR 160 alignment prepared by NDOT, through the alternative screening process.

SR 160 CL 16.87 – CL 22:

- The Consultant shall perform a QUANTM system analysis to determine if there are any viable alternate routes to the existing SR 160 alignment.

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- The Consultant shall perform a QUANTM system analysis to optimize earthwork balance and sidecut/sidefill impacts for the existing SR 160 alignment widening.

This task encompasses the roadway design effort necessary to reach the preferred alternative. Alignments will follow the AASHTO design criteria appropriate for the highway classification for SR 160. Consultant and NDOT will concur on the appropriate highway classification.

#### 5.2.2 Design Alternatives Report

**Design Alternatives Report:** The findings and analysis performed during project development will be summarized in a design alternatives report. This report will describe the alternatives considered, methodologies, traffic considerations, screening summary, cost estimates, and phasing analysis. The design alternatives report will be formatted as a compendium to the NEPA document.

### 5.3 TRAFFIC MODELING

The Consultant will coordinate with NDOT Traffic Information Division and the Regional Transportation Commission of Southern Nevada (RTC) to develop consensus traffic forecasts for the corridor. The Consultant will prepare a traffic operation analysis using the forecast traffic for base and horizon years.

#### 5.3.1 Travel Demand Forecasts

**Travel Demand Forecasting:** Consultant will develop travel demand forecasts of the existing scenario, future no-action scenario, and one future build scenario for the preparation of the EA. Specifically, this task consists of the following:

- Obtain existing traffic counts for major NDOT roadways
- Obtain RTC model run data from the latest approved model
- Obtain existing and future land-use plans
- Develop / approve traffic forecast methodology memo
- Develop network for future no-action and 1 build alternative
- Run models, analyze and refine outputs
- Produce future forecasts memo
- NDOT review / approve forecasts

#### 5.3.2 Traffic Operations Analysis

**Traffic Operations Analysis:** Since operations will be the same for all build alternatives, Consultant will perform traffic analysis for one build alternative using the results of the travel demand forecasting process. Specifically, this task consists of the following:

- Coordination with and support of travel demand forecasting to obtain data for traffic operations analysis
- Prepare Methodology Memorandum for NDOT and Agency review
- Data collection/compilation to support traffic analysis
- Convert model traffic forecasts to traffic operational level turning movement volumes for AM and PM peak hours of travel
- Conduct existing conditions analysis
- Code Build alternative in SYNCHRO and run future conditions analysis (design horizon year with one build alternative)
- Document results and provide input to development team

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- Prepare draft Operations Analysis Memorandum
- Provide support for NDOT review of traffic operations analysis
- Calculate Measure of Effectiveness (MOE) and provide data to noise/air
- Provide necessary traffic data for use in the air quality and traffic noise analysis. The traffic data shall be from an NDOT-approved traffic report.
- Finalize Traffic Analysis Memorandum

#### 5.4 DESIGN SCOPING

The Consultant will review and update the previous Scoping Report that was completed by NDOT. The Consultant shall submit the updated Scoping Report to NDOT for review. It is anticipated that as many members of the original scoping team as possible will review the Scoping Report and comment as appropriate. The Consultant will then finalize the updated Scoping Report, which will serve as the basis of for the project going forward.

The report will document the general characteristics of the design alternatives, identify any that are no longer considered feasible and determine which ones shall be advanced for further study. The report will also include any recommendations to study any new alternatives not previously identified. The Design Scoping Report findings will be incorporated into NEPA documentation for alternative development and analysis.

It is not anticipated that this process will require a Design Scoping Meeting or Field Review.

#### 5.5 PRELIMINARY DESIGN

##### 5.5.1 Roadway

The Consultant will incorporate comments from the Design Scoping process and select a preferred alternative in coordination with NDOT. This preferred alternative will be consistent with the NEPA preferred alternative. The Consultant will develop the roadway design to a level sufficient to:

- Establish a final centerline alignment and profile
- Establish superelevation limits
- Refine earthwork quantities and balances
- Provide the basis for the drainage design
- Develop preliminary design criteria table
- Prepare a Preliminary Geometric Approval Document
- Prepare Preliminary Design Exception Document (if applicable)

##### 5.5.2 Drainage

The Consultant will prepare a hydrologic and hydraulic analysis of the project area for determination of peak flows at concentration points relevant to the SR 160 alignment and to provide for recurrence interval peak flows consistent with NDOT Standards. The project team will coordinate with the Clark County Regional Flood Control District Master Plan Update and Drainage Manual to ensure incorporation of relevant criteria.

The Consultant will follow the policies, procedures, and practices as outlined in the current Nevada Department of Transportation Drainage Manual. The 25-year peak design offsite flows will be computed and hydraulically analyzed to ensure that the historic 25-year peakflow, water surface elevations, and velocities, are perpetuated and do not cause increased flood risk to downstream properties. The 100 year peak flow will only be used to evaluate the roadway impact to the FEMA flood

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zone 'A' area and any area where the project could divert the 100 year flows. Offsite hydrologic analysis will be completed using the HEC-1 model for 25, year and 100 year storm event. Onsite roadway design discharges will be computed using the Rational Method for a 25 year storm event. Hydraulic analysis of major drainages crossing SR 160 will be evaluated using the HEC-RAS hydraulic model for the purpose of sizing and evaluating the existing cross culvert facilities and to assist with the preliminary design of necessary scour and countermeasures. The minor crossings and roadway drainage facilities will be evaluated using HY-8.

The Consultant will review NDOT's field review notes (hand copies and electronic) and will conduct a field review of the project and update the existing data.

The Consultant will prepare drainage reports and design plans that explain the data, methodologies, and results for NDOT approval at the following milestones:

- 15% Conceptual Drainage Report and Alternative Plans (1 PDF Copy)
- 30% Preferred Alternative Drainage Report and Preliminary Plans (1 PDF Copy)

Conceptual Drainage Report and Conceptual Alternatives Plans: A Conceptual Drainage Report and Conceptual Alternatives Plans will be prepared which follows Nevada Department of Transportation Drainage Manual guidelines and is outlined below.

##### 15% Conceptual Alternative Plans will include:

- Conceptual sketches of the on-site system as necessary to determine project footprint and to develop concept-level cost estimates.
- Schematic locations and sizes of channels, culverts, bridges, and river training features with general labeling.
- Proposed conceptual right-of-way needs.
- Conceptual profiles of major channels and cross drainage features will be shown on the Roadway Plans and Profiles.
- Roadside channels will be determined to be "major" based upon a combination of factors which includes consideration of both size and how critical the channel feature is to determining right-of-way requirements and the pertinence of the information which would be developed by providing Conceptual sketches of the profiles.

##### 15% Conceptual Drainage Report will include:

- Introduction and Purpose Section
- Design Procedures and Criteria Section
- Existing Conditions Section
- Design Recommendations section and with inclusion of drainage design opportunities, constraints, alternatives discussion.
- This section also includes Temporary Pollution Control Categorization Score sheet.
- Recommendation of bulking of flows to allow for sediment conveyance through the culvert
- Permanent Stormwater Pollution Control discussion will be specifically limited to hydraulic stabilization of channels and energy dissipation features.
- Drainage Estimate of Probable Construction Costs.
- Tables and Figures
- Technical Appendices will be electronic on CD in the back of the report. Detention basins are not anticipated to be necessary for the project and therefore related hydraulic and sediment storage aspects are not expected to be relevant.

30% Preferred Alternative Drainage Report and Preliminary Plans: The 30% Preferred Alternative Drainage Report and Preliminary design plans will follow the Nevada Department of Transportation

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Drainage Manual guidelines and design requirements. The following will be included in the preliminary drainage design to a level defined in the NDOT Drainage Manual as outlined below:

- 30% Preferred Alternative Preliminary Plans will include:
  - Plan view of drainage system elements, preliminary construction notes w/stations and elevations will be included on the Roadway Plan and Profile Sheets.
  - Preliminary easement and ROW requirements in consideration of construction equipment and maintenance activities.
  - Preliminary profile of major elements including existing and proposed ground profiles with labeling of design components will be included on the Roadway Plan and Profile Sheets.
  - Preliminary Special Details (DD Sheets)

30% Preferred Alternative Drainage Report will include:

- Introduction and Purpose Section
- Refine Hydraulic Analysis for Preferred Alternative
- Refine Offsite Hydrology Model for Preferred Alternative
- Design Procedures and Criteria Section with inclusion of resolution of procedures for addressing alluvial fan issues for the easterly portion of the alignment
- Existing Conditions Section
- Design Recommendations section and with inclusion of drainage design opportunities, constraints, alternatives discussion
- This section also includes Temporary Pollution Control Categorization Score sheet
- Permanent Stormwater Pollution Control discussion will be specifically limited to hydraulic stabilization of channels and energy dissipation features.
- Recommendation of bulking of peaks flows to allow for increase capacity through the culvert (for sediment conveyance).
- Recommendations on modifications of the existing "hook energy dissipator".
- Drainage Estimate of Probable Construction Costs.
- Coordination with adjacent drainage studies and improvement projects.
- Tables and Figures
- Technical Appendices will be electronic on CD in the back of the report. Detention basins are not anticipated to be necessary for the project and therefore related hydraulic and sediment storage aspects are not expected to be relevant.

The drainage scope includes the proposed and modification of existing drainage features culverts, natural channels and profiles. However, it is not anticipated that there will be separate drainage plan, profiles and details. The drainage scope does not include a separate drainage structure list, special provisions, or water quality/erosion control design and associated sheets, CLOMR or LOMR submittal.

### 5.5.3 Geotechnical

In order to logically implement an efficient geotechnical investigation and other support services for this project it is proposed that the scope of work be executed in two phases. The phases will include an initial reconnaissance level phase (Phase 1) to collect and summarize geologic and geotechnical data along the corridor to provide information to designers that may influence alignment options. This should be adequate to understand cost impacts for use in the VA at the culmination of this phase. Phase 2 would then include a more detailed intrusive investigation of selected alternative(s). This will facilitate a more informed siting of investigative points/locations rather than using drillhole data to select alternative geometries. We believe this is a cost effective approach for this project because the site is in a geologic setting that affords collection of data from exposed conditions in this mountainous setting. Based on information during an initial site visit, it appears that the conditions can be predicted reliably over short distances for use in establishing reasonable alternatives alignments.

### Phase 1

#### Review of Available Data

The Consultant will obtain and review available information regarding the project area, proposed roadway plan and profile, and drainage structures prior to the investigation. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography and reports prepared by or for NDOT.

#### Geologic Reconnaissance and Mapping

Surficial geologic mapping and reconnaissance of the alignment will be performed to develop geologic base maps and to characterize the soil and bedrock conditions along the project alignment to aid in project design and development by the design team. The reconnaissance will include:

- Characterization of general rock mass conditions exposed at the sites including rock type, hardness, weathering and primary fracturing pertinent to the potential foundation conditions and rock slope stability.
- Characterization of exposed soils using a genesis lithology qualifier (GLQ) system which incorporates mode of deposition, soil classification and an emphasis on engineering significant properties, including relative consistency, cementation, erosive nature, plasticity and other conditions that could impact engineering properties of the soils.
- Characterization of the critical geotechnical constraints for specific components of the project that could influence design.
- Development of a cut slope inventory for significant cuts to document existing slope conditions and evidence of slope performance including slope failures and random rock fall hazards to aid in determining rock fall containment concepts. This work will build on the information provided in the Foundation Report, Rock Slope Study on SR 160, Pahrump Valley Road, Milepost SR-160-CL-18.2 to 21.42, prepared by NDOT.

During the reconnaissance effort, general slope stability concerns and rock mass characterization will be completed, however, detailed discontinuity measurements are not deemed necessary since NDOT has completed this analysis for the major rock cut slopes. Once final alignments are established, some additionally rock characterization in new cut areas will be included in Phase 2.

### Phase 1 Reports

Reporting for Phase 1 will include:

- A geologic map of the project showing the distribution of the units across the site,
- Preliminary recommended cut slope geometries with select cross sections as appropriate,
- A description of the geologic units including engineering properties,
- Preliminary recommendations for embankment fill slope geometries,
- Discussion of soils and potential project impact or constraints that could influence alternative alignments and recommended preliminary treatments where relevant or necessary,
- Other finding that could influence design geometries.

### Phase 2

Upon conclusion of the selection of roadway alignment alternative(s) the Consultant will develop the geotechnical investigation scope of work for the final design. The scope of work will include a summary table of proposed borings and a site plan showing boring locations and potential access routes. The geotechnical investigation scope will provide an explanation on objective of the boring scheme.

The Consultant will prepare and submit a draft of the geotechnical investigation scope for final design to NDOT Materials and Testing Division, Geotechnical Section personnel for review and approval. The Consultant will select access routes to use existing roads, trails and previously disturbed ground where possible. The field investigation and access plan will also document the site preparation necessary to reach each location.

The Consultant will revise and resubmit the geotechnical investigation scope for final design in response to review comments received from NDOT.

#### 5.5.4 Right-of-Way and Utilities

**Right-of-Way Evaluation:** Based on the preferred alternative, an assessment of R/W impacts will be developed. This includes determining the parcel numbers affected, total affected acreage, property type, and total numbers of parcels affected. This information will support the community impact report and the overall project cost estimate.

**Utility Evaluation:** The Consultant will prepare a utility impact analysis that identifies existing utilities within the project area and indicates anticipated impacts to those utilities and estimated relocation costs. The level of detail will be sufficient to determine anticipated Right of Way impacts associated with any utility impact. Consultant will utilize existing utility information as provided by utility companies. The potential for an adjacent utility corridor will be evaluated. Major ITS and lighting infrastructure will also be considered. No potholing of utilities is included.

#### 5.6 Preliminary Plans (30%)

The Consultant will develop preliminary design construction plans, specifications, and estimates for the preferred alternative from CL 11.04 to CL 22 a distance of approximately 11 miles. The Consultant will prepare the plans in accordance with NDOT processes and procedures. The plans for the roadway improvements will include the following:

- Title Sheet and Location Sketch
- Typical Roadway Sections depicting the following:
  - As-constructed and proposed sections of improvement
  - Roadway widths
  - Preliminary pavement section
  - Begin / end station limits
  - Preliminary roadside designs (slopes, guardrail)
  - Critical event cross sections
- Plan Details depicting the following:
  - Mapping of exist. features and surface contours
  - Horizontal Alignments (Stationing, curve data, bearings and distances)
  - Limits of existing and required right-of-way
  - Preliminary roadway widths
  - Preliminary cut / fill slope limits
  - Locations of proposed drainage improvements
  - Proposed striping, including lane arrangements and assignments
  - Preliminary intersection layout
  - Locations of existing utilities
  - Preliminary ITS facilities

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- Profile Details depicting the following:
  - Preliminary grades and vertical curve data
  - Existing ground
  - Sight distance notes
  - Preliminary ditch notes
  - Preliminary superelevation notes
  - Preliminary earthwork quantities
  - Proposed drainage improvements
  - Locations of existing utilities

Preliminary plans will be developed at a scale of 1"=100' (11x17). The Consultant will provide ESRI ArcGIS compatible layer files of the 30% geometry.

The Consultant will prepare for and facilitate review meetings at the Geometric Review and 30% submittal phases. NDOT Reproduction will reproduce submittal sets for NDOT review based upon a Consultant submitted PDF file.

#### 5.7 PREFERRED ALTERNATIVE CONSTRUCTION COST ESTIMATE

The Consultant will provide a preliminary construction cost estimate approximating the future capital cost for the preferred alternative improvements. The cost estimate will be provided as a cost range and will utilize NDOT standard bid items and historical costs.

A corresponding right-of-way cost estimate will be included summarizing impacts to properties, property type, acreage, and potential acquisition cost for each property.

##### 5.7.1 Value Analysis and Risk Assessment Workshop

The Consultant shall participate in a two (2) day Value Analysis (VA) and Risk Assessment workshop that will study the proposed design. The Consultant shall provide an independent VA team that has little to no previous involvement in the project. The team will be comprised of five (5) senior professionals experienced in major roadway design and construction, including 1) a Drainage Engineer, 2) a Roadway Engineer, 3) Traffic Engineer, 4) NEPA expert and 5) a Construction Expert. The Consultant will provide the VA Facilitator and will produce the VA study. The VA facilitator shall be a Certified Value Specialist as defined by SAVE International. The Risk Assessment team will consist of the Consultant Project Manager, Consultant Risk Team Leader, and project stakeholders. The workshop participants will meet together to discuss goals and objectives and then split into two sessions, one for the VA and the other for the Risk Assessment for a one day period. All workshop participants will reconvene together the following morning to discuss and finalize the findings of the respective groups.

The Consultant Project Manager will attend the workshop, provide resources needed for the success of the workshop and answer questions and assist in the analysis. The Consultant will be responsible for all costs to host and facilitate the workshop (room rental, food, etc).

The VA Facilitator and the Risk Team Leader will be responsible for preparing the final report that documents the findings of the workshop. It is anticipated that the workshop will be held in Las Vegas.

The goal of the workshop is to identify the essential function of the project, the associated costs and the risk to scope, schedule and budget. The workshop will use creative thinking to explore alternate ways of performing the project function at a lower cost or to otherwise improve the value of the project design and to identify categories and levels of risk and potential causes. Analysis will include a constructability review and assessment to determine construction and sequencing risks and opportunities.

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Consultant will determine the cost risks for the estimate determined in 5.7. During the workshop a Risk-Based Estimate will be developed with stakeholder input. This process is to maximize the beneficial outcome of the opportunities and minimize or eliminate the consequences of potential adverse risk events. Risk identification will involve determining which risks might affect the project and documenting their characteristics that is organized by the project stakeholders or team in a risk register. All identified risks will be evaluated for probability and impact such as high medium or low. Each identified risk will include the risk trigger(s) or causation event. The stakeholders will assess the identified adverse risk be avoided, transferred, mitigated or to be accepted.

Qualitative risk analysis will assess the impact and likelihood of the identified risks and develop a prioritized list of these elements in the risk register. The study team will assess each identified risk for its probability of occurrence and its impact on project objectives. Utilizing the risk register a quantitative risk analysis will be performed as a way of numerically estimating the probability range that a project will meet its estimated cost. This analysis will be based on a simultaneous evaluation of the impacts of all identified and quantified risks in conjunction with Risk and Probability. Multiple quantitative risk analysis will be performed until the identified risks and opportunities provide the project with a team agreed probable range of estimated construction costs that model the adverse risks and positive opportunities that have been found to have potential effect on the total project cost. The project team will develop and identify a strategy best suited for each risk, and then select specific actions to implement that strategy to assess outcomes during the design process.

#### 5.7.2 Benefit Cost Analysis

Prepare a benefit cost analysis. The analysis will describe how the project will improve the existing condition of the facility, decrease surface level transportation related crashes, injuries, and fatalities, and enhance community livability.

The analysis will compare the benefits and costs of the build alternative to the no-build alternative. The analysis will be conducted using annual estimates of benefits and costs from the first year of operation through the design year. The remaining useful life of assets expected to provide benefits beyond the design year will be accounted for in the analysis. All benefits and costs will be discounted at a real discount rate consistent with Federal Highway Administration (FHWA) guidance.

The following benefits (and/or disbenefits) of transportation improvements will be estimated:

- Travel time savings for personal and commercial vehicles
- Vehicle operating cost changes
- Accident reduction
- Air quality and global warming changes
- Other external costs

The benefit/cost analysis will also include a qualitative discussion of other benefits that are difficult to quantify (i.e. livability). This discussion will include benefits to the region as well as possible national benefits.

The analysis will also conduct a sensitivity analysis to illustrate how changes in key assumptions impacts the benefit cost ratio

#### Data Needs

- Base year and design year for facility
- VMT and VHT estimates for the no build and build alternatives. Annual VMT and VHT should be provided. If traffic modeling only provides peak VMT and VHT, an expansion factor should be provided to annualize the data for the study area. VMT and VHT should be provided for existing conditions, the first-year of operation, and the design year.

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- Construction cost estimates. The costs should be broken out between right-of-way costs and construction costs.
- Vehicle occupancy rates for existing conditions, first year of operations, and design year.
- Percentage of autos/trucks of total VMT for existing conditions, first year of operation, and design year.

- Annual accident rates for the build and no build alternative for the following types of accidents: fatality, injury, or property damage.

- O&M costs for different highway facilities (i.e. pavement rehab, yearly maintenance, bridge, tunnels, lids, etc.)

Useful life values for different transportation facilities (i.e. roadways, bridges)

#### 5.8 ENGINEERING PROCESS DELIVERABLES

- Aerial Topographic Survey
- Design Alternative Report
- Existing Traffic Conditions & Methodology Memo
- Traffic Operations Analysis Memo
- Traffic Study Report
- Scoping Report / Alternative Development Plansheets
- 15% Geometric Review Plansheets (1 PDF Copy)
- ESRI ArcGIS compatible layer files of the 15% geometry.
- Conceptual Drainage Report (15% & 30%) (1 PDF Copy of each)
- Geotechnical Exploration Report
- Preliminary Plans (30%) (1 PDF Copy)
- ESRI ArcGIS compatible layer files of the 30% geometry.
- Construction Cost Estimate
- Value Analysis and Risk Assessment Report
- Benefit Cost Analysis
- Develop preliminary design criteria table
- Prepare a Preliminary Geometric Approval Document
- Prepare Preliminary Design Exception Document (if applicable)

33

Date

Amir M. Solani, P.E.  
Project Management Chief  
Nevada Department of Transportation  
1263 S. Stewart St.  
Carson City, Nevada 89712

Contingency  
Approval Letter

Reference: xxxx (Agreement No. P100-xx-xxx)

Request to Expend Contingency Funds

Dear Mr. Solani:

Pursuant to the terms of the agreement referenced above, attached are the Scope of Services, Schedule and negotiated Man-hours' Estimate for engineering services related to this project. The scope of this assignment includes \_\_\_\_\_.

The total negotiated cost is \$ \_\_\_\_\_. The work will start on \_\_\_\_\_, 2011, and will be completed by \_\_\_\_\_, 2011. We are requesting approval to use Contingency Funds to cover the cost of this work.

Sincerely,

xx, P.E.  
Project Manager

Approved:

Amir M. Solani, PE \_\_\_\_\_ Date

CC: Project Manager  
Agreement Services

Attachment C  
AFFIDAVIT REQUIRED UNDER SECTION 112(c)  
of Title 23 United States Code, Act of August 27, 1958  
and  
Part 29 of Title 49, Code of Federal Regulations,  
November 17, 1987.

STATE OF Nevada }  
COUNTY OF Clark } SS

I, James Caviola \_\_\_\_\_ (Name of party signing this affidavit  
and the Proposal Form) \_\_\_\_\_ (Title) being duly sworn  
do depose and say: That President \_\_\_\_\_ (Name of person, firm,  
association, or corporation) has not, either directly or indirectly, entered into agreement, participated in  
any collusion, or otherwise taken any action in restraint of free competitive bidding in  
connection with this contract, and further that, except as noted below to the best of knowledge,  
the above named and its principals:

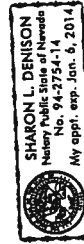
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature \_\_\_\_\_  
Title President

Sworn to before me this 19th day of October, 2011  
Signature \_\_\_\_\_  
Notary Public



(SEAL)

**Per Diem Rates Allowed State Employees**  
(For Information Only)

- 1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is [www.gsa.gov](http://www.gsa.gov) and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore rates should be verified prior to all travel.
- 2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.
- 3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.
- 4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.
- 5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.
- 6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.

T 27018622

NEVADA DEPARTMENT OF TRANSPORTATION  
AGREEMENT SUMMARY SHEET

RECEIVED  
2014 MAR 21 AM 8:30  
STATE OF NEVADA  
DEPT. OF TRANSPORTATION  
CARSON CITY, NEVADA

Agreement No. P204-11-016 Amendment No. 1 Task Order No. \_\_\_\_\_ Task Order Amendment No. \_\_\_\_\_  
Start Date: 1/1/2014 End Date: 12/31/2018 Amendment Date: \_\_\_\_\_ Procured by: \_\_\_\_\_  
Agreement Type: Consultant Agreement Sub-Type: Design Services Procurement No.: \_\_\_\_\_  
Purpose: Complete technical support for the delivery of the SR 160 widening project Phase 1 Final Design.

County(ies) where work is being performed: Clark  
Contact Person: Lynnette Russell Phone No.: 702-871-6601 Email: lrussell@dot.state.nv.us  
Project Manager: Lynnette Russell Phone No.: 702-871-6601 Email: lrussell@dot.state.nv.us

Second Party Information  
Contact Person: James Cayola Email: james.cayola@c-sgroup.com Phone No.: 702-885-5945  
Company Name: C.A. Group, Inc. NV Business License No.: NV20081407877  
Primary Address: 2785 South Rainbow Blvd, Las Vegas NV 89148 Business License Expiration: 3/31/2015  
Invoice Remit To Address: 2785 South Rainbow Blvd, Las Vegas NV 89148 Bk. Search: file:///C:/Users/JamesCayola/Desktop/CA%20Search.aspx

Original budget approval (Form 2A) must be attached  
Total Estimated Cost of Agreement: \$3,092,000.00 Orig No. Responsible for Billing: C015 Funding Percentage:  
Payable Amount: \_\_\_\_\_ Fixed Fee %: 10 Payment Code: Payable Federal: 0  
Receivable Amount: \_\_\_\_\_ Overhead %: 100.39 Payment Cycle: Monthly State: 100  
Amendment Amount: \$1,013,000.00 Retention %: \_\_\_\_\_ Security Deposit: Yes ☐ No ☒ Local  
Fed Participation: Yes ☐ No ☒ In-Kind Services: Yes ☐ No ☒ Deposit Amount: \_\_\_\_\_ DBE Goal: 5%  
Appr Unit: 468006 Activity: 9292 Object: 9140 Job/Project: 73366

Project Identification  
Project ID No.: 4-03389 Contract: \_\_\_\_\_  
EA No.: 73395 Other: \_\_\_\_\_

Board Approval  
Transportation ☒ BOE ☐ Meeting Date: 4/14/2014 BOE Contract No.: \_\_\_\_\_  
Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☒  
If yes, who, where did they work, and when did they leave?

Review Approval: Required docs to start process: Final Distribution  
Asst. Director \_\_\_\_\_ Original Summary Sheet: ☐ Recipient: \_\_\_\_\_  
John D. J. Head John D. J. Head Original Form 2A: ☐ Lynnette Russell ☒ ANOT  
Environmental \_\_\_\_\_ Electronic Draft of Agreement: ☐ Luis Garay ☒ AGMT ☒ AGML  
IT \_\_\_\_\_ Tracking Log Updated \_\_\_\_\_  
Legal Legal 3-21-14 3-21-14 \_\_\_\_\_ Insurance Log Updated \_\_\_\_\_  
Proj. Acq. \_\_\_\_\_ Jim Regan \_\_\_\_\_ Date/Initials 4/21/14 JMR  
Right of Way \_\_\_\_\_ Norfa Lamuza \_\_\_\_\_  
Agree Services 3/21/14 \_\_\_\_\_ Felicia Demsey \_\_\_\_\_  
Verified 3/21/14 LJR  
STATE OF NEVADA  
DOT  
3/21/14

6-10 3-26-14  
LH



Amendment No. 1 to  
Service Agreement No. P294-11-015

This Amendment is made and entered into this 6<sup>th</sup> day of January, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and CA Group, Inc. 2785 South Rainbow Blvd., Las Vegas, Nevada 89146, hereinafter referred to as the SERVICE PROVIDER. Individually they are each a "Party" and collectively they are the "Parties".

WITNESSETH:

WHEREAS, on November 14, 2011, the Parties entered into Agreement No. P294-11-015 to perform the Environmental Phase for SR 160 from SR 59 to Mountain Springs; and

WHEREAS, this Amendment No. 1 is necessary to increase the amount to be paid to the SERVICE PROVIDER by One Million Thirteen Thousand and No/100 Dollars (\$1,013,000.00) to complete the technical support for Design-Build or CMAR delivery and/or Final Design for Design-Bid-Build delivery of the SR 160 widening project.

WHEREAS, The SR 160 widening project consists of widening a length of approximately eleven (11) miles from two (2) to four (4) general purpose lanes and a fourteen (14) foot median. This project has been divided into two phases for delivery purposes. Phase 1 consists of widening a length of six (6) miles and Phase 2 consists of widening a length of five (5) miles. The original scope of services described in Attachment A is advanced as specified in Attachment D - Amendment No. 1 Scope of Services Phase 1, attached hereto and incorporated herein (both attachments A and D collectively, hereafter called the PROJECT); and

WHEREAS, the termination date must be amended and extended due to the augmentation of the scope of work; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P294-11-015; and

NOW, THEREFORE, the Parties agree as follows:

A. Article I, is amended by adding Paragraph 4: "The SERVICE PROVIDER agrees to provide engineering services to complete the technical support for Design-Build or Construction Manager at Risk (CMAR) delivery and/or Final Design for Design-Bid-Build delivery of the PROJECT."

B. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2014 to December 31, 2016.

C. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place, "Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Two Million Nine Hundred Twenty-Nine Thousand Seven Hundred Eight and No/100 Dollars (\$2,929,700.00). The fixed fee, to cover profit, shall be One Hundred Sixty-Two Thousand Three Hundred Eleven and No/100 Dollars (\$162,300.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

D. Article IV, Paragraph 4, is amended by deleting it in its entirety and inserting in its place, "The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Three Million Ninety-Two Thousand and No/00 Dollars (\$3,092,000.00), which includes the fixed fee."

NOT  
Amendment No. 1 to Agreement P294-11-015

E. Article VII, Paragraph 26, is amended by deleting it in its entirety and inserting in its place, "All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Rodolfo Mallabon, P.E., Director  
Attn: Lynnette Russell, P.E.  
Project Manager Nevada Department of Transportation  
Division: Project Management  
123 E Washington Ave  
Las Vegas, NV 89125-0170  
Phone: (702) 671-6601  
Fax: (702) 671-3850  
E-mail: russell@dot.state.nv.us

FOR SERVICE PROVIDER:

James Caviola, P.E.  
C.A. Group, Inc.  
2785 South Rainbow Blvd  
Las Vegas, NV 89146  
Phone: 702-685-5945  
Fax: 702-685-5947  
E-mail: james.caviola@c-agroup.com

F. All of the other provisions of Agreement No. P294-11-015 dated November 14, 2011 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

SERVICE PROVIDER: CA Group, Inc.

STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

James Caviola  
Name (Print)

James Caviola  
Director

Rodolfo Mallabon  
Name (Print)

Rodolfo Mallabon  
Director

James Caviola  
Title (Print)

Approved, as to Legality and Form:

James Caviola  
Deputy Attorney General

# Agreement P294-11-015 Attachment D Amendment No. 1 Scope of Services SR-160 Phase 1 Final Design

Prepared for  
Nevada Department of Transportation  
March 11, 2014

MARCH 2014 FINAL DESIGN SCOPE

1.	PROJECT MANAGEMENT.....	1
1.1.	Quality Management.....	1
1.1.1.	Quality Assurance.....	1
1.1.2.	Project Management Plan / Update .....	1
1.2.	Meetings and Progress Updates.....	1
1.3.	Progress and Task Management .....	2
2.	SUPPLEMENTAL ENGINEERING DATA.....	2
2.1.	Geotechnical Services.....	2
2.2.	Location/Survey and Mapping Services .....	2
3.	ENVIRONMENTAL SERVICES.....	3
3.1.	Delineation Report .....	3
3.2.	Impacts Analysis .....	3
3.3.	Section 404 Permit .....	3
3.4.	Section 401 Water Quality Certification Application.....	3
4.	INTERMEDIATE DESIGN PLANS (80%).....	4
4.1.	Roadway .....	4
4.1.1.	Roadway Plans.....	4
4.2.	Drainage .....	4
4.2.1.	Drainage Plans .....	4
4.2.2.	Drainage Profiles .....	4
4.2.3.	Drainage Details .....	4
4.2.4.	Removal Plans .....	4
4.2.5.	Temporary Pollution Control Plans.....	5
4.2.6.	Intermediate Drainage Design Report.....	5
4.2.7.	FEWA Flood Zone A .....	5
4.3.	Traffic and ITS .....	5
4.3.1.	Traffic Plans.....	5
4.3.2.	Lighting and ITS Plans.....	5
4.3.3.	Traffic Control/Staging Plans .....	5
4.4.	Structures.....	5
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4.5.	Landscape and Aesthetics .....	6
4.5.1.	Structure Aesthetics.....	6
4.5.2.	Landscape Ground Plane .....	6
4.5.3.	Presentation Graphics .....	6
4.6.	Estimates .....	6
4.7.	Specifications .....	6
5.	QA DESIGN PLANS (90%) .....	7
5.1.	Roadway .....	7
5.1.1.	Roadway Plans.....	7
5.2.	Drainage .....	7
5.2.1.	Drainage Plans .....	7
5.2.2.	Drainage Profiles .....	7
5.2.3.	Drainage Details .....	7

## ATTACHMENT "D"

## AMENDMENT NO. 1 - SCOPE OF SERVICES

## SR 160 WIDENING PROJECT PHASE 1 FINAL DESIGN

CA Group, Inc. (hereinafter CONSULTANT) will advance the preliminary design of the SR-160 Phase 1 (the PROJECT) to final completion (in stages of, intermediate Submittal Design, QA Submittal, PS&E Submittal and Doc Date Plans Submittal). This Scope of Services is predicated upon the Preliminary 30% Design. The limits of Phase 1 of the agreement will be along SR160, using the "P1" alignment, from station 470+87.84 to 703+52.57 (MP limits approximately CL11.04 to CL16.58).

## 1. PROJECT MANAGEMENT

The CONSULTANT will provide project management services for this scope of services.

## 1.1. Quality Management

The CONSULTANT is responsible for the quality, accuracy and completeness of the plans and related design prepared under this contract and will check all such material accordingly.

QA reviews will be performed on all processes necessary to complete the work on this project.

## 1.1.1. Quality Assurance

The CONSULTANT shall conduct an independent QA review for the project deliverables.

## 1.1.2. Project Management Plan / Update

The CONSULTANT will update the Project Management Plan (PMP) for this proposed scope, including updates for all project deliverables and have it in effect during the entire time work is being performed under this contract. The CONSULTANT will make the PMP available to NDOT for review prior to receipt of the written Notice to Proceed, and at any time thereafter. The final PMP will include the following elements:

- Roles, responsibilities, and authority of the CONSULTANT's team members (org chart) for the quality, accuracy and completeness of the plans and related design for each phase of project development.
- Documentation requirements for design, checking and QA.
- Details of QC measures, including the design process checks and identification of when QA/QC activities will occur.
- Details of the independent QA review.

## 1.2. Meetings and Progress updates

The CONSULTANT will coordinate, administer and attend monthly project, design review, and other necessary meetings with the DEPARTMENT, its subconsultants, and other affected parties. Meeting minutes and an action items list will be

5.2.4. Removal Plans.....	7
5.2.5. Temporary Pollution Control Plans.....	8
5.2.6. Structure List.....	8
5.2.7. QA Drainage Design Report.....	8
5.3. Traffic and ITS.....	8
5.3.1. Traffic Plans.....	8
5.3.2. Lighting and ITS Plans.....	8
5.3.3. Traffic Control/Staging Plans.....	8
5.4. Structures.....	8
5.4.1. Structures Plans.....	8
5.5. Landscape and Aesthetics.....	9
5.5.1. Structure Aesthetics.....	9
5.5.2. Landscape Ground Plane.....	9
5.6. Estimates and Specifications.....	9
6. PS&E PLANS (100%).....	9
6.1. Roadway.....	9
6.1.1. Roadway Plans.....	9
6.2. Drainage.....	10
6.2.1. PS&E Drainage Report.....	10
6.3. Traffic and ITS.....	10
6.3.1. Traffic Plans.....	10
6.3.2. Lighting and ITS Plans.....	10
6.3.3. Traffic Control/Staging Plans.....	10
6.4. Structures.....	10
6.4.1. Structures Plans.....	10
6.5. Landscape & Aesthetics.....	10
6.5.1. Structure Aesthetics.....	10
6.5.2. Landscape Ground Plane.....	11
6.6. Estimates and Specifications.....	11
7. DOC DATE PLAN SUBMITTAL (FINAL).....	11
7.1. Roadway.....	11
7.1.1. Roadway Plans.....	11
7.2. Drainage.....	11
7.2.1. Final Drainage Design Report.....	11
7.3. Traffic and ITS.....	12
7.3.1. Traffic Plans.....	12
7.3.2. Lighting and ITS Plans.....	12
7.3.3. Traffic Control/Staging Plans.....	12
7.4. Structures.....	12
7.4.1. Structures Plans.....	12
7.5. Landscape & Aesthetics.....	12
7.5.1. Structure Aesthetics.....	12
7.5.2. Landscape Ground Plane.....	12
7.6. Estimates and Specifications.....	13
8. CONSTRUCTION SUPPORT DESIGN SERVICES.....	13

developed and distributed after each meeting. Field meetings may be required; and will be attended with notes distributed to the DEPARTMENT and design team.

The CONSULTANT will administer the following Meetings:

- Monthly Progress Meetings
- Intermediate Design Review Meeting
- 80% Design Review Meeting

#### 1.3. Progress and Task Management

The CONSULTANT will advance critical design and coordination items throughout the design and production phases for all disciplines. Task Managers will be assigned in each discipline to review and coordinate the state and direction of the design. During DEPARTMENT design review durations, the task leads will perform interdisciplinary reviews of the plans to ensure conformance between disciplines and eliminate conflicts. Task leads will attend and participate in the PROJECT Plan Review Meetings. Review comments will be recorded and documented in a table format including the action to be taken.

The CONSULTANT will coordinate with management, NDOT, and other agencies as necessary to ensure consistency, completeness and accuracy of all stages of the plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings.

#### 2. SUPPLEMENTAL ENGINEERING DATA

The CONSULTANT will obtain additional engineering data to perform the final design services.

##### 2.1. Geotechnical Services

The CONSULTANT will provide necessary information to the DEPARTMENT to support the Geotechnical Services effort. The DEPARTMENT will prepare the pavement design and determine the suitability of excavated material for use as embankment borrow and difficulty of excavation.

##### 2.2. Location/Survey and Mapping Services

The CONSULTANT will by its own or subconsultant forces, obtain additional aerial topography mapping and field survey data. Exhibits for permission to construct areas will be prepared for property owner coordination.

- Aerial topography will be obtained for the FEMA flood zone in coordination with the required drainage analysis.
- Additional field survey will be performed to locate and tie down miscellaneous structures, features, and driveways that were not located via survey during the 30% design phase.
- Legal descriptions or exhibits will be provided for permission to construct areas as shown on the 30% plans.

#### Deliverable Summary

- Supplemental Topography files in electronic format
- Legal Descriptions

#### 3. ENVIRONMENTAL SERVICES

The CONSULTANT will by its own or subconsultant forces provide environmental services for the project.

##### 3.1. Delineation Report

In accordance with the NEPA process that has been carried out during the 30% design, CONSULTANT will collect general water resource data for the project area and conduct a site visit to identify, photograph and record physical characteristics of watercourses within the project limits and prepare a delineation report consisting of:

- Cover letter
- State location and project vicinity maps
- Completed preliminary jurisdictional delineation form
- Completed aquatic resource physical characteristics table
- Plan view map sheets showing proposed waters of the US and location of ground photographs at the design plan scale of 1"=100'.
- Ground photograph log

##### 3.2. Impacts Analysis

Calculate project impacts to waters of the US by using GIS software to overlay 60% level design plans on proposed waters of the US from the delineation report. Review and repeat for the subsequent design submittals to verify no revisions were made to impact the 404/401 permit applications.

##### 3.3. Section 404 Permit

Prepare a PCN package to the Corps of Engineers that consists of:

- Cover letter
- State and project location maps
- Completed Corps South Pacific Division PCN form for projects in Nevada
- Plan view map sheets and cross sections sheets showing impacts to waters of the US at design plan scale of 1"=100'.

##### 3.4. Section 401 Water Quality Certification Application

Prepare a Section 401 water quality certification application that consists of:

- Cover letter
- Completed NDEP 401 certification application
- A copy of the PCN submitted to the Corps

#### Deliverable Summary

- Delineation Report (3 submittals)
- Section 404 Nationwide Permit Preconstruction Notice package (3 submittals)
- Section 401 Water Quality Certification Application package (3 submittals)

	MARCH 2014	FINAL DESIGN SCOPE
4. INTERMEDIATE DESIGN PLANS (60%)		
4.1. Roadway		<ul style="list-style-type: none"> <li>Substantially complete plans and keynotes for removal or abandonment of onsite and drainage facilities.</li> </ul>
The CONSULTANT will prepare Intermediate Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:		
4.1.1. Roadway Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li> <li>Typical Sections, Location control</li> <li>Roadway Plans</li> <li>Profile Sheets</li> <li>Grading Plans</li> <li>Geometrics and Elevation Control Plans</li> <li>Special Details</li> </ul>		<ul style="list-style-type: none"> <li>The Intermediate Drainage Design Report will not be included with this scope.</li> </ul>
4.2. Drainage		
The CONSULTANT will prepare Intermediate Drainage Design Plans for the PROJECT in conformance with the Intermediate Plan Submittal Requirements as outlined in Table B-4 of the 2006 NDOT Drainage Manual. The Drainage Plans will include:		
4.2.1. Drainage Plans		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Detailed Plans and detailed keynotes for proposed offsite drainage crossings.</li> <li>Detailed Plans and keynotes showing grading areas at culvert crossings.</li> <li>Substantially complete plans and keynotes for onsite inlets and laterals.</li> <li>Substantially complete plans and keynotes for onsite drainage systems.</li> </ul>		
4.2.2. Drainage Profiles		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Detailed Profiles for offsite drainage systems and onsite drainage system trunklines.</li> <li>Substantially complete profiles for onsite and drainage system laterals.</li> </ul>		
4.2.3. Drainage Details		
As outlined in the NDOT Drainage Manual, Table B-4, including:		
<ul style="list-style-type: none"> <li>Basic layout geometry of special drainage structures (structural design to be performed by others)</li> <li>Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.</li> </ul>		
4.2.4. Removal Plans		
<ul style="list-style-type: none"> <li>Detailed plans and detailed keynotes for removal of offsite drainage facilities.</li> </ul>		
4.3. Traffic and ITS		
The CONSULTANT will prepare Intermediate Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.		
4.3.1. Traffic Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Permanent Striping Plans</li> <li>Signing Plans (including way finding and/or interpretive signage directing people toward Red Rock)</li> </ul>		
4.3.2. Lighting and ITS Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Lighting Plans</li> <li>ITS Plans</li> <li>ITS Detail sheets</li> </ul>		
4.3.3. Traffic Control/Staging Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Traffic Control Plans</li> <li>Project Staging Plans</li> </ul>		
4.4. Structures		
The CONSULTANT will design and prepare Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:		
4.4.1. Structures Plans		
Provide plans in accordance with the PROJECT improvements including:		
<ul style="list-style-type: none"> <li>Miscellaneous Structures Plans and Details</li> </ul>		

	MARCH 2014	FINAL DESIGN SCOPE
4.5. Landscape and Aesthetics		
4.5.1. Structure Aesthetics		
The CONSULTANT will prepare Intermediate (60%) landscape and aesthetics plans. The CONSULTANT will develop aesthetic treatments for earthwork, and ground plans, as necessary.		
4.5.2. Landscape Ground Plane		
The CONSULTANT will prepare plan sheets, to an Intermediate level of detail, that indicate groundcover plantings. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms and additional structure aesthetics. Consultant shall coordinate with environmental and hydraulics to prepare revegetation plans for all disturbed areas. Groundcover plantings shall be for non-irrigated plantings, other than temporary irrigation for plant establishment.		
4.5.3. Presentation Graphics		
The CONSULTANT will prepare color graphics depicting up to three (3) landscape scenarios for the SR 159/SR 160 intersection aesthetic treatments for the project. The CONSULTANT will provide one 30"x42" board for each scenario for one public meeting. The graphics will be provided both as a hard copy, in the form of presentation boards and as electronic files suitable to be used in a PowerPoint presentation. The graphics will be utilized at a public meeting and stakeholder meetings.		
<u>Deliverable Summary</u>		
• Presentation graphics (hard copy and electronic)		
4.6. Estimates		
The CONSULTANT will prepare a preliminary opinion of possible construction cost estimate for all items of work. Items shall be broken down per NDOT Bid Item numbers, descriptions and units. The CONSULTANT will utilize base unit prices from the NDOT Reasonable Bid Item Estimates and the most current NDOT bid tabs of similar projects (if available).		
4.7. Specifications		
The CONSULTANT will prepare special provisions for those items not identified as part of the NDOT Standard Specifications for Road and Bridge Construction. CONSULTANT will work with the DEPARTMENT's Specifications team to identify the appropriate pull sheets to be included in the Special Provisions.		
<u>Deliverable Summary</u>		
• Intermediate (60%) Plans Package		
• Preliminary Estimate of Probable Construction Cost		
• Preliminary Specifications Package		
5. QA DESIGN PLANS (90%)		
5.1. Roadway		
The CONSULTANT will prepare QA (90%) Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:		
5.1.1. Roadway Plans		
Provide plans in accordance with the PROJECT improvements including:		
• Title Sheet, Location Sketch, General Notes, Summaries, Quantities		
• Typical Sections, Location control		
• Roadway Plans		
• Profile Sheets		
• Grading Plans		
• Geometrics and Elevation Control Plans		
• Special Details		
5.2. Drainage		
The CONSULTANT will prepare QA Drainage Design Plans for the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual. The Plans will include:		
5.2.1. Drainage Plans		
As outlined in the NDOT Drainage Manual, Table B-5, including:		
• Detailed Plans and detailed keynotes for proposed offsite and onsite drainage systems.		
• Detailed grading at Drainage Crossings based on the Roadway Grading provided to the CONSULTANT.		
5.2.2. Drainage Profiles		
As outlined in the NDOT Drainage Manual Table B-5, including:		
• Detailed Profiles for offsite and onsite drainage systems.		
5.2.3. Drainage Details		
As outlined in the NDOT Drainage Manual, Table B-5, including:		
• Basic layout geometry of special drainage structures, verified against structural design (to be performed by others)		
• Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.		
5.2.4. Removal Plans		
• Detailed plans and detailed keynotes for removal of offsite drainage crossing.		
• Detailed plans and keynotes for removal or abandonment of onsite drainage facilities.		

MARCH 2014	FINAL DESIGN SCOPE	MARCH 2014	FINAL DESIGN SCOPE
<p>5.2.5. Temporary Pollution Control Plans Not included in this scope of services.</p> <p>5.2.6. Structure List</p> <ul style="list-style-type: none"><li>• Complete Structure List as outlined in the NDOT Drainage Manual Table B-5</li></ul> <p>5.2.7. QA Drainage Design Report</p> <p>The CONSULTANT will prepare QA Drainage Design Report for SR-160 Phase 1, based on the overall 30% Drainage Report including applicable items listed in Appendix A of the 2006 NDOT Drainage Manual.</p> <ul style="list-style-type: none"><li>• The QA Drainage Report (submittal will be on a CD).</li></ul> <p>5.3. Traffic and ITS</p> <p>The CONSULTANT will prepare QA (90%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.</p> <p>5.3.1. Traffic Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"><li>• Permanent Striping Plans</li><li>• Signing Plans</li></ul> <p>5.3.2. Lighting and ITS Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"><li>• Lighting Plans</li><li>• ITS Plans</li><li>• ITS Detail sheets</li></ul> <p>5.3.3. Traffic Control/Staging Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"><li>• Traffic Control Plans</li><li>• Project Staging Plans</li></ul> <p>5.4. Structures</p> <p>The CONSULTANT will design and prepare Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:</p> <p>5.4.1. Structures Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"><li>• Miscellaneous Structures Plans and Details</li><li>• Structure Lists</li></ul>	<p>5.5. Landscape and Aesthetics</p> <p>5.5.1. Structure Aesthetics</p> <p>The CONSULTANT will prepare QA landscape and aesthetics plans based on the comments from the Intermediate submittal. The aesthetic treatments will be applied to structural components as necessary. Construction details and outline specifications will accompany this submittal.</p> <p>5.5.2. Landscape Ground Plans</p> <p>The CONSULTANT will prepare plan sheets, to a QA level of detail that incorporate comments from the Intermediate submittal review, that indicate groundcover treatments. This work effort will be focused on additional landscape and ground plane design. These design elements will include specialty paving, earth forms and additional structure aesthetics.</p> <p>5.6. Estimates and Specifications</p> <p>The CONSULTANT will update the project cost estimate to the QA level by incorporating design changes and updating the previous estimate.</p> <p>The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the project specifications based upon updated QA level cost estimates and pay items.</p> <p><u>Deliverable Summary</u></p> <ul style="list-style-type: none"><li>• QA (90%) Plans Package</li><li>• QA Estimate of Probable construction cost</li><li>• QA Specifications Package</li></ul> <p>6. PS&amp;E PLANS (100%)</p> <p>6.1. Roadway</p> <p>The CONSULTANT will prepare PS&amp;E (100%) Roadway Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:</p> <p>6.1.1. Roadway Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"><li>• Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li><li>• Typical Sections, Location control</li><li>• Roadway Plans</li><li>• Profile Sheets</li><li>• Grading Plans</li><li>• Geometrics and Elevation Control Plans</li><li>• Special Details</li></ul>		

	MARCH 2014	FINAL DESIGN SCOPE
6.2.	<p><b>Drainage</b></p> <p>The CONSULTANT will prepare PS&amp;E Drainage Design Plans the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual.</p> <p>6.2.1. PS&amp;E Drainage Report</p> <p>PS&amp;E Drainage Report is not included in this scope.</p> <p>6.3.</p> <p><b>Traffic and ITS</b></p> <p>The CONSULTANT will prepare PS&amp;E (100%) Striping, Signaling, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.</p> <p>6.3.1. Traffic Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Permanent Striping Plans</li> <li>• Signing Plans</li> </ul> <p>6.3.2. Lighting and ITS Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Lighting Plans</li> <li>• ITS Plans</li> <li>• ITS Detail sheets</li> </ul> <p>6.3.3. Traffic Control/Staging Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Traffic Control Plans</li> <li>• Project Staging Plans</li> </ul> <p>6.4.</p> <p><b>Structures</b></p> <p>The CONSULTANT will design and prepare PS&amp;E Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:</p> <p>6.4.1. Structures Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Miscellaneous Structures Plans and Details</li> <li>• Structure Lists</li> </ul> <p>6.5.</p> <p><b>Landscape &amp; Aesthetics</b></p> <p>6.5.1. Structure Aesthetics</p> <p>The CONSULTANT will prepare PS&amp;E landscape and aesthetics plans based on the comments from the QA/QC submittal. The aesthetic treatments will be applied</p>	<p>to structural components as necessary. Construction details and specifications will accompany this submittal.</p> <p>6.5.2. Landscape Ground Plane</p> <p>The CONSULTANT will prepare plan sheets, to a PS&amp;E level of detail that incorporate comments from the QA/QC submittal review and indicate groundcover treatments. This work effort will be focused on additional hardscape and ground plane design. These design elements will include specialty paving, and earth forms.</p> <p>6.6. Estimates and Specifications</p> <p>The CONSULTANT will update the project cost estimate to the PS&amp;E level by incorporating design changes and updating the previous estimate.</p> <p>The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the project specifications based upon updated PS&amp;E level cost estimates and pay items.</p> <p><u>Deliverable Summary</u></p> <ul style="list-style-type: none"> <li>• QA (90%) Plans Package</li> <li>• QA Estimate of Probable construction Cost</li> <li>• QA Specifications Package</li> </ul> <p>7. DOC DATE PLAN SUBMITTAL (FINAL)</p> <p>7.1. Roadway</p> <p>The CONSULTANT will finalize Doc Date Roadway Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The Roadway Plans will include:</p> <p>7.1.1. Roadway Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Title Sheet, Location Sketch, General Notes, Summaries, Quantities</li> <li>• Typical Sections, Location control</li> <li>• Roadway Plans</li> <li>• Profile Sheets</li> <li>• Grading Plans</li> <li>• Geometrics and Elevation Control Plans</li> <li>• Special Details</li> </ul> <p>7.2. Drainage</p> <p>The CONSULTANT will finalize Doc Date Plans for SR-160 Phase 1 in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 NDOT Drainage Manual.</p> <p>7.2.1. Final Drainage Design Report</p> <p>The CONSULTANT will prepare a Final Drainage Design Report for SR-160 Phase 1, based on applicable items listed in Appendix A of the 2006 NDOT Drainage Manual.</p>



MARCH 2014	FINAL DESIGN SCOPE	MARCH 2014	FINAL DESIGN SCOPE
<p>7.3. Traffic and ITS</p> <p>The CONSULTANT will prepare final Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.</p> <p>7.3.1. Traffic Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Permanent Striping Plans</li> <li>• Signing Plans</li> </ul> <p>7.3.2. Lighting and ITS Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Lighting Plans</li> <li>• ITS Plans</li> <li>• ITS Detail sheets</li> </ul> <p>7.3.3. Traffic Control/Staging Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Traffic Control Plans</li> <li>• Project Staging Plans</li> </ul>			
<p>7.4. Structures</p> <p>The CONSULTANT will design and prepare final Miscellaneous Plans for the related PROJECT structural improvements in conformance to the NDOT Plan Preparation Guide and NDOT Bridge Manual. The Plans will include:</p> <p>7.4.1. Structures Plans</p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>• Miscellaneous Structures Plans and Details</li> <li>• Structure Lists</li> </ul>			
<p>7.5. Landscape &amp; Aesthetics</p> <p>7.5.1. Structure Aesthetics</p> <p>The CONSULTANT will prepare final landscape and aesthetics plans based on comments from the PS&amp;E submittal. The aesthetic treatments will be applied to structural components as necessary. Construction details and specifications will accompany this submittal.</p> <p>7.5.2. Landscape Ground Plane</p> <p>The CONSULTANT will prepare final plan sheets that incorporate comments from the PS&amp;E submittal review, that indicate groundcover treatments. This work effort</p>			
<p>will be focused on additional hardscape and ground plane design. These design elements will include specialty paving, and earth forms.</p> <p>7.6. Estimates and Specifications</p> <p>The CONSULTANT will update the project cost estimate and specifications to the FINAL level by incorporating design changes and updating the previous estimate.</p> <p>The CONSULTANT will coordinate with NDOT Specs to continue to refine and develop the FINAL project specifications based upon updated cost estimates and pay items.</p> <p><b>Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>• Doc Date Plans Package</li> <li>• Doc Date Drainage Design Report for Phase 1 (on a CD, submitted 3 weeks after DOC Package)</li> <li>• Doc Date Estimate of Probable construction Cost</li> <li>• Doc Date final notes to PROJECT Specifications</li> </ul> <p>8. CONSTRUCTION SUPPORT SERVICES</p> <p>8.1 Provide post design services to support the DEPARTMENTS construction administration efforts including request for information (RFI) review, shop drawing/out sheet review, design clarifications and other miscellaneous items.</p>			



Amendment No. 2 to  
Service Agreement No. P294-11-015

This Amendment is made and entered into on 9/23/2015 between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and CA Group, Inc., 2785 South Rainbow Blvd., Las Vegas, Nevada 89146, hereinafter referred to as the SERVICE PROVIDER. Individually they are each a "Party" and collectively they are the "Parties".

WITNESSETH:

WHEREAS, on November 14, 2011, the Parties entered into Agreement No. P294-11-015 to perform the Environmental Phase for SR 160 from SR 159 to Mountain Springs; and

WHEREAS, on June 6, 2014, the Parties entered into Amendment No. 1 to Agreement No. P294-11-015; and

WHEREAS, this Amendment No. 2 is required to increase the amount to be paid to the SERVICE PROVIDER by Two Million Nine Hundred Ninety-Nine Thousand Nine Hundred and No/100 Dollars (\$2,999,900.00) to complete the technical support for Final Design for Design-Bid-Build delivery of the SR 160 widening project; and

WHEREAS, The SR 160 widening project consists of widening a length of approximately eleven (11) miles from two (2) to four (4) general purpose lanes. This project has been divided into two phases for delivery purposes. Phase 1 consists of widening a length of six (6) miles and Phase 2 consists of widening a length of five (5) miles. The scope of services as defined in the original Agreement and expanded by Amendment No. 1 is additionally expanded by this Amendment No. 2 as described in Attachment E. The total scope of services is hereafter called the PROJECT; and

WHEREAS, the termination date must be extended due to the augmentation of the scope of work; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P294-11-015; and

NOW, THEREFORE, the Parties agree as follows:

- A. The first paragraph in Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
- "The SERVICE PROVIDER agrees to provide professional engineering services for the PROJECT as specified in Attachment A – Scope of Services, Attachment D – Amendment No. 1 – Scope of Services, and Attachment E – Amendment No. 2 – Scope of Services, attached hereto and incorporated herein; and"
- B. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2016, to December 31, 2019.
- C. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:

"Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Five Million Seven Hundred Fifty-Seven

Thousand Nine Hundred and No/100 Dollars (\$5,757,900.00). The fixed fee, to cover profit, shall be Three Hundred Thirty-Four Thousand and No/100 Dollars (\$334,000.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

D. Article IV, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Six Million Ninety-One Thousand Nine Hundred and No/00 Dollars (\$6,091,900.00), which includes the fixed fee."

E. All of the other provisions of Agreement No. P294-11-015 dated November 14, 2011, and Amendment No. 1 dated June 6, 2014, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

SERVICE PROVIDER:

CA Group Inc.

Declassified by:  
James Canale  
07/20/2019 17:27:01

James Caviola

Name (Print)

President

Title (Print)

Declassified by:  
STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

Declassified by:  
Director

Approved as to Legality and Form:

Declassified by:  
Deputy Attorney General

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE

# Attachment E

## Amendment No. 2

## Scope of Services

## SR-160 Phase 2

## Final Design

Prepared for  
Nevada Department of Transportation  
July 30, 2015

P284-11-015Amd2

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PHASE 2 DRAFT DESIGN SCOPE

## ATTACHMENT "E"

### AMENDMENT NO. 2 - SCOPE OF SERVICES

#### PHASE 2 FINAL DESIGN

CA Group, Inc. (hereinafter SERVICE PROVIDER ) will advance the preliminary design of the SR-160 Phase 2 (the PROJECT) to final completion (in stages of: Intermediate Submittal Design, QA Submittal, PS&E Submittal and Doc Date Plans Submittal). This Scope of Services is predicated upon the Preliminary 30% Design. The limits of Phase 2 of the agreement will be along SR160, using the "L1" alignment, from station 70+83.88 to 367+00.00 (MP limits approximately CL16.58 to CL22.20).

#### 1. PROJECT MANAGEMENT

The SERVICE PROVIDER will provide project management services for this scope of services.

##### 1.1. Quality Management

The SERVICE PROVIDER is responsible for the quality, accuracy and completeness of the plans and related design prepared under this contract and will check all such material accordingly.

QA reviews will be performed on all processes necessary to complete the work on this project.

##### 1.1.1. Quality Assurance

The SERVICE PROVIDER shall conduct an independent QA review for the project deliverables.

##### 1.1.2. Project Management Plan / Update

The SERVICE PROVIDER will update the Project Management Plan (PMP) for this proposed scope, including updates for all project deliverables and have it in effect during the entire time work is being performed under this contract. The SERVICE PROVIDER will make the PMP available to DEPARTMENT for review within four (4) weeks after the Notice to Proceed, and at any time thereafter. The final updated PMP will include supplemental information for the Phase 2 scope of work including updates to the following elements:

- Roles, responsibilities, and authority of the SERVICE PROVIDER 's team members (org chart) for the quality, accuracy and completeness of the plans and related design for each phase of project development.
- Documentation requirements for design, checking and QA.
- Details of QC measures, including the design process checks and identification of when QA/QC activities will occur.
- Details of the independent QA review.
- Updates to the cost estimating procedures and deliverable requirements to include DEPARTMENT's Risk Based Cost Estimating guidelines.
- Updates to the Risk Register
- Updated Project Milestone Schedule

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PHASE 2 DRAFT DESIGN SCOPE

#### 1.2. Meetings and Progress updates

The SERVICE PROVIDER will coordinate, administer and attend monthly project, design review, and other necessary meetings with the DEPARTMENT, its subconsultants, and other affected parties. Meeting minutes and an action items list will be developed and distributed by the SERVICE PROVIDER after each meeting. Field meetings may be required, and will be attended with notes distributed to the DEPARTMENT and design team. Other meetings related to specific scope or coordination items are as noted in their respective sections of this scope.

DEPARTMENT will schedule and coordinate the specification review meetings in coordination with the Design review schedule.

The SERVICE PROVIDER will administer the following Meetings:

- Monthly Progress Meetings
- Intermediate Design Review Meeting
- QA Design Review Meeting

#### 1.3. Progress and Task Management

The SERVICE PROVIDER will advance critical design and coordination items throughout the design and production phases for all disciplines. Task Managers will be assigned in each discipline to review and coordinate the state and direction of the design. During DEPARTMENT design review durations, the task leads will perform interdisciplinary reviews of the plans to ensure conformance between disciplines and eliminate conflicts. Task leads will attend and participate in the PROJECT Plan Review Meetings. Review comments will be recorded and documented in a table format including the action to be taken.

The SERVICE PROVIDER will coordinate with management, DEPARTMENT, and other agencies and groups as necessary to ensure consistency, completeness and accuracy of all stages of the plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings.

The SERVICE PROVIDER will perform proactive coordination with the following listed agencies and groups in order to facilitate the continued progress of the project and incorporation of input/impacts to and from these agencies and groups.

- United States Forest Service (USFS)
- Mountain Springs CAC
- SR160 L&A Working Group
- US Army Corps of Engineers (USACOE)
- DEPARTMENT representatives for SHPO coordination and environmental compliance.
- Nevada Department of Wildlife (NDOW)
- United States Postal Service (USPS)
- Bureau of Land Management (BLM)
- Old Spanish Trail Association

Communication with these groups will always be performed with the knowledge of the DEPARTMENT Project Manager, who will be cc'd on all email and written correspondence. The DEPARTMENT PM will be invited to all meetings to be

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held with all groups. Meeting minutes will be recorded and distributed by the SERVICE PROVIDER for all meetings, with a copy kept for the project record.

#### 1.4. Project Schedule

The SERVICE PROVIDER shall prepare and update throughout the duration of the project design an overall critical path method project delivery schedule, including all scope tasks, durations and anticipated milestone and deliverables dates. The initial schedule will set the base line for the project, and any deviations from the initial base line will be communicated to the DEPARTMENT along with a proposed recovery schedule.

#### 1.5. CRAVE Update

The SERVICE PROVIDER shall conduct an update to the original project's cost risk assessment and value analysis. The update will review the results of the original CRA and VE workshop and document updated risks, opportunities, and possible new VE solutions. SERVICE PROVIDER will supply the facilitator and schedule and host a two (2) day CRAVE update workshop to include as many of the original participants as possible. The facilitator will be responsible for preparing the final report update, and document any changes or additions to the original value analysis.

The goals of the workshop update will be to review the original project risks and opportunities, consider any new data that was obtained during the Phase 1 project design development, and prepare an updated cost risk assessment using current costs and projected construction items.

## 2. SUPPLEMENTAL ENGINEERING DATA

The SERVICE PROVIDER will obtain additional engineering data to perform the final design services.

### 2.1. Geotechnical Services

DEPARTMENT Roadbed Design Section will provide the pavement section design.

The DEPARTMENT Geotechnical Policies and Procedures Manual is no longer in use and has been withdrawn from the DEPARTMENT website. Numbers and depths of borings should be based on engineering judgement and consultation with the DEPARTMENT Geotechnical Design Section. It is anticipated that coring bedrock encountered at retaining wall locations will be necessary.

The SERVICE PROVIDER will, by its own or subconsultant forces, perform geotechnical engineering and evaluation of the subsurface conditions for project retaining walls and headwalls.

- Design rock cut slopes and applicable treatments including rockfall catchment areas. The Department does not believe that rock cut borings with core orientation are necessary. However, the Department is open to additional surface mapping of rock discontinuities to verify/modify DEPARTMENT rock slope recommendations. Note: discontinuity data collected by DEPARTMENT

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for its February 1994 study of rock cuts is available for review and further analysis.

- Obtain available information regarding the project area, proposed roadway plan and profile, and drainage structures prior to the investigation. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography and reports prepared by or for DEPARTMENT.
- A Boring and Access plan will be submitted for review and approval, and will include proposed access routes, safety considerations, avoid disturbance of non-disturbed ground and vegetation, and document site preparation requirements for each boring location.
- Required permits for access and field investigation will be obtained by SERVICE PROVIDER or its subconsultants within DEPARTMENT Right-of-Way. This will include the necessary traffic control plans. Locations outside of DEPARTMENT Right-of-Way will be coordinated with DEPARTMENT.
- Drilling as part of the subsurface exploration in general conformance to the AASHTO and FHWA guidance.
- No hand pit excavations are proposed currently, but may be necessary at various drainage improvement locations. This work is not included in this scope.
- Pavement cores of the existing roadway are not included in this scope.
- Laboratory testing of selected soil samples recovered from the explorations will be performed and are considered necessary for engineering analysis and design. Tests will include:
  - o Moisture Content
  - o Density
  - o Slaves
  - o PI
- Recommendations will be prepared for the analysis of the project's retaining walls. Soil spring constants and anticipated settlement values will be prepared and documented. Depth to bedrock analysis may be necessary along the length of retaining wall in drainage wash location.
- A Geotechnical Report will be prepared and submitted in Draft and Final forms at for the DEPARTMENT's review at the 60% and 90% submittals, respectively.

DEPARTMENT Materials Division will provide the following information to the SERVICE PROVIDER :

- Pavement Section and materials requirements.

#### Deliverable Summary

- Boring and Access Plan
- Work zone Encroachment Permit
- Draft Geotechnical Report
- Final Geotechnical Report

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## 2.2. Location/Survey and Mapping Services

The SERVICE PROVIDER will, by its own or subconsultant forces, obtain additional field survey data. Exhibits for potential permission to construct areas will be prepared for property owner coordination.

- Additional field survey will be performed to locate and tie down miscellaneous structures, features, and driveways that were not located via survey during the 30% design phase.
- Legal descriptions or exhibits will be provided for permission to construct areas as determined necessary in the further development of the 30% plans.

### Deliverable Summary

- Legal Descriptions

## 2.3. Landscape and Aesthetics Development

The SERVICE PROVIDER will, by its own or subconsultant forces, initiate and coordinate meetings and correspondence between DEPARTMENT, the design team and the L&A Working Group (DEPARTMENT, USFS, BLM and Old Spanish Trail Association (OSTA), NDOW) for the Phase 2 landscaping and aesthetic enhancements.

Convene one site visit by the L&A Working Group as needed to convey the intent of the L&A improvements. The site visit will cover all proposed Phase 2 enhancements.

Provide on-going coordination with L&A Working Group to integrate revisions to landscape and aesthetic enhancements based on design level review comments.

Coordinate with Old Spanish Trail Association, Mountain Springs CAC, the USFS and BLM staff as necessary to develop the landscaping and aesthetics enhancements final design.

## 2.4. NOT USED

## 2.5. Geometric Approval

The SERVICE PROVIDER will review and submit a new Geometric Approval Memo request based upon the Phase 2 improvements. This request will address any Design Exceptions.

## 2.6. Right of Way - Utilities

### 2.6.1. Utility Evaluation

The SERVICE PROVIDER will obtain and utilize existing utility information as provided by utility companies. The SERVICE PROVIDER will prepare a utility impact analysis and matrix that identifies existing utilities and their prior rights, if any, within the project area by means of request for information, field survey and/or visual inspection and indicate anticipated impacts to those utilities and estimated relocation costs. The level of detail will be sufficient to determine anticipated Right of Way impact associated with any utility impact(s). Should potholing be required to accomplish this task, the SERVICE PROVIDER shall be required to contract with a

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DEPARTMENT approved Subsurface Utility Engineering (SUE) consultant using project contingency funds. The potential for an adjacent utility corridor will be evaluated. Intelligent Traffic System and new power sourcing infrastructure will also be considered.

## 2.6.2. Task Management

The SERVICE PROVIDER will coordinate with other disciplines to establish right of way requirements including but not limited to:

- Utility relocation alignment and maintenance access needs, bypass facilities, water meter locations and other related appurtenances will be used to develop suggested fee right of way and permanent easement delineations.
- Coordinate maintenance needs, construction access needs and excavation needs where overlapping discipline requirements are anticipated; such as storm drain/utility crossings.

## 2.6.3. Utility Coordination

The SERVICE PROVIDER will provide the following:

- Coordinate utility company relocation design plans including, but not limited to: NV Energy, Southwest Gas, Cox Communications, CenturyLink, and Las Vegas Valley Water District.
- Coordinate with local government agencies and/or municipalities on sewer and drainage relocation designs.
- Coordinate with any necessary new service agreement(s).
- Attend required DEPARTMENT utility coordination meetings and proposed developer meetings with utility companies.
- Attend and participate in the preliminary plan review meeting. Review comments will be recorded and documented in a table format including the action to be taken.
- Provide all necessary conflict mitigation strategies.

This will include providing exhibits and CAD files to affected utilities within the project limits. The SERVICE PROVIDER will coordinate with management, the DEPARTMENT, other agencies and task leads to ensure consistency, completeness and accuracy of the final plans. This includes regular meeting attendance, daily correspondence and issue resolution meetings as necessary. The SERVICE PROVIDER will review progress against schedule, monitor the task budget and report monthly progress.

## 2.6.4. Right of Way Setting

The SERVICE PROVIDER will coordinate with the DEPARTMENT to facilitate and provide exhibits and legal descriptions for the right of way setting meeting (as needed). Information provided for the meeting shall include roll plots and exhibits for discussion and evaluation. The right of way setting meeting will be held prior to or in combination with the intermediate design plan submittal.

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### 3. ENVIRONMENTAL SERVICES

#### 3.1. Section 404 Permit Application

Provide project design information as needed and as per request of the Environmental Division. As directed by the DEPARTMENT, SERVICE PROVIDER shall provide additional 401/404 permit application assistance using project contingency funds.

#### 3.2. Wildlife Crossing Siting Analysis

The SERVICE PROVIDER will assist the DEPARTMENT in the determination of potential impacts and footprints associated with a maximum of 2 possible wildlife crossing locations. Siting information will be developed utilizing existing wildlife crossing information from other sites and applying that information to the project specific locations. Siting analysis will include basic geometric evaluation and a list of potential impacts that result from each location.

### 4. INTERMEDIATE DESIGN PLANS (60%)

#### 4.1. Roadway

The SERVICE PROVIDER will prepare Intermediate Roadway Design and Plans for the PROJECT in conformance with the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011. The Roadway Plans will include:

##### 4.1.1. Roadway Plans

Provide plans including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Special Details
- Site Preparation (removals)
- Right of Way
- Preliminary Structure List

#### 4.2. Drainage

The SERVICE PROVIDER will prepare intermediate drainage design plans for the PROJECT in conformance with the Intermediate Plan Submittal Requirements as outlined in Table B-4 of the 2006 DEPARTMENT Drainage Manual. The Drainage Design will analyze the 100 year peak flow over topping at locations that include center median barrier rails. This will include recommendations for oversizing culvert crossings and/or guard rail versus barrier rail. The two existing energy dissipators will be redesigned for the new roadway improvements.

##### 4.2.1. Drainage Plans

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

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- Detailed Plans and detailed keynotes for proposed offsite drainage crossings.
- Detailed Plans and keynotes showing grading areas at culvert crossings, where needed.
- Substantially complete plans and keynotes for onsite drainage systems, inlets and laterals.

#### 4.2.2. Drainage Profiles

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

- Detailed Profiles for offsite drainage systems, onsite drainage system, trunk lines, laterals, and storm drains

#### 4.2.3. Drainage Details

As outlined in the DEPARTMENT Drainage Manual, Table B-4, including:

- Basic layout geometry of special drainage structures (structural design to be performed by others)
- Cross sections and details depicting the proximity of critical structural features (footings, structural caps, etc.) with respect to offsite drainage facilities.

#### 4.2.4. Removal Plans

- Detailed plans and detailed keynotes for removal or abandonment of offsite and onsite drainage facilities.

#### 4.2.5. Temporary Pollution Control Plans

- Not included in this scope of services

#### 4.2.6. Structure List

- Structure List as outlined in the DEPARTMENT Drainage Manual Table B-4

#### 4.2.7. Intermediate Drainage Design Report

The SERVICE PROVIDER will prepare Intermediate Drainage Design Report for SR-160 Phase 2 based on the overall 30% Drainage Report including applicable items listed in Appendix A of the 2006 DEPARTMENT Drainage Manual.

- The Intermediate Drainage Report (submittal will be on a CD).

#### 4.2.8. FEMA Flood Zone A

The SERVICE PROVIDER will perform a Hydraulic Analysis of the FEMA Flood Zone A. The analysis will be based on existing mapping of the Roadway and 20' contour quad maps. No CLOMR or LOMR will be prepared or submitted.

### 4.3. Traffic and ITS

The SERVICE PROVIDER will prepare Intermediate Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance with the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011.

#### 4.3.1. Traffic Plans

Provide plans in accordance with the PROEJECT improvements including:

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<ul style="list-style-type: none"> <li>Permanent Striping Plans</li> <li>Signing Plans</li> <li>Sign Summary</li> </ul>	<p>planting is desired, a planting plan with an appropriate plant schedule will be developed.</p> <p><b>4.5.3. Structural Aesthetic Design</b></p> <p>The SERVICE PROVIDER will prepare plan sheets, to an intermediate level of detail that indicate the proposed structural aesthetic treatments. These treatments are anticipated to be applied to retaining walls, headwalls and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. The work will focus on providing details in coordination with the L&amp;A Working Group and DEPARTMENT's L&amp;A Department.</p> <p><b>4.5.4. Presentation Graphics</b></p> <p>The SERVICE PROVIDER will prepare color graphics depicting the designed aesthetic treatments for the project. The SERVICE PROVIDER will provide two 30"x42" boards for one public meeting. The graphics will be provided both as a hard copy, in the form of presentation boards, and as electronic files suitable to be used in a PowerPoint presentation. The graphics will be utilized at a single public meeting and any necessary stakeholder meetings.</p> <p><b>4.5.5. L&amp;A Working Group Meeting</b></p> <p>The SERVICE PROVIDER will hold an L&amp;A working group meeting to review and discuss the anticipated intermediate (60%) L&amp;A improvements with the group and to solicit feedback.</p>
<p><b>4.3.2. Lighting and ITS Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>Lighting Plans</li> <li>ITS Plans</li> <li>ITS Detail sheets</li> <li>Preliminary Structure List</li> </ul>	<p><b>4.5.6. Deliverable Summary</b></p> <ul style="list-style-type: none"> <li>Presentation graphics (hard copy and electronic)</li> <li>Preliminary Landscaping &amp; Aesthetics Plans</li> </ul>
<p><b>4.3.3. Traffic Control/Staging Plans</b></p> <p>Provide an initial possible project construction sequencing/staging plan. The Staging plan will be coordinated with DEPARTMENT Traffic Operations, Traffic Management, Constructability, and Construction Management. The staging plan will consider maintenance of traffic at all times during construction, including bicycles and pedestrians. The sequencing plan will be developed in accordance with the PROJECT improvements. The staging plan will consist of roll plots and/or 11x17 sheets as to best describe the intent:</p> <ul style="list-style-type: none"> <li>Preliminary Project Staging Plan</li> </ul>	<p><b>4.6. Estimates</b></p> <p>The SERVICE PROVIDER will prepare a preliminary opinion of possible construction cost estimate for all items of work using the guidelines set forth in DEPARTMENT's "RISK MANAGEMENT AND RISK-BASED COST ESTIMATION GUIDELINES" memo dated August, 2012. Items shall be broken down per DEPARTMENT Bid item numbers, descriptions and units. The SERVICE PROVIDER will utilize base unit prices established during the SR160 Phase 1 Project, compared with prices from the DEPARTMENT Reasonable Bid Item Estimates and the most current DEPARTMENT bid tabs of other similar projects (if available).</p>
<p><b>4.4. Structures</b></p> <p>The SERVICE PROVIDER will design and prepare miscellaneous structures plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011 and DEPARTMENT Structures Manual. The Plans will include structural details including new and or modified headwalls, retaining walls, RCBs and other miscellaneous structural details necessary for the project.</p>	<p><b>4.7. Specifications</b></p> <p>The SERVICE PROVIDER will prepare special provisions write-ups for those items not identified as part of the DEPARTMENT Standard Specifications for Road and Bridge Construction. SERVICE PROVIDER will work with the DEPARTMENT's Specifications team to identify the appropriate pull sheets to be included in the Special Provisions. SERVICE PROVIDER will perform a review of the DEPARTMENT's final pull sheets for the project and provide comments.</p>
<p><b>4.4.1. Structures Plans</b></p> <p>Provide plans in accordance with the PROJECT improvements including:</p> <ul style="list-style-type: none"> <li>Draft Miscellaneous Structures Plans and Details</li> </ul>	
<p><b>4.5. Landscape and Aesthetics</b></p>	
<p><b>4.5.1. General</b></p> <p>The SERVICE PROVIDER will prepare intermediate (60%) landscape and aesthetics plans. The SERVICE PROVIDER will develop aesthetic treatments for earthwork, ground plane, retaining/headwall enhancements as necessary, and free-standing aesthetic elements as necessary.</p>	
<p><b>4.5.2. Landscape Ground Plane</b></p> <p>The SERVICE PROVIDER will prepare plan sheets, to an intermediate level of detail, that indicate the ground plane design. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement and planting. If</p>	
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#### 4.8. Constructability Review and 60% Plan Review meetings

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in individual or combined constructability and design review meetings with DEPARTMENT Constructability, DEPARTMENT Construction Management, DEPARTMENT Roadway, DEPARTMENT Traffic, and other departments in order to review the 60% plans, the preliminary staging plan, and the initial project specifications. The meeting(s) will be scheduled by DEPARTMENT staff after the 60% submittal.

#### Deliverable Summary

- Intermediate (60%) Plans package
- Preliminary estimate of probable construction cost
- Preliminary Special Provisions write-ups

### 5. QA DESIGN PLANS

#### 5.1. Roadway

The SERVICE PROVIDER will prepare QA Roadway Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide (Section 7 of the Road Design Guide - 2010 Edition - Revised May 25, 2011). The Roadway Plans will include:

##### 5.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way
- Special Details
- Structure List.

#### 5.2. Drainage

The SERVICE PROVIDER will prepare QA Drainage Design Plans for the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual. The Drainage design will address the comments received on the Intermediate Submittal and further develop the design as follows:

##### 5.2.1. Drainage Plans

As outlined in the DEPARTMENT Drainage Manual, Table B-5, including:

- Detailed Plans and detailed keynotes for proposed offsite and onsite drainage systems.

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- Detailed grading at Drainage Crossings where needed based on the Roadway Grading provided to the SERVICE PROVIDER .

#### 5.2.2. Drainage Profiles

As outlined in the DEPARTMENT Drainage Manual Table B-5, including:

- Detailed Profiles for offsite and onsite drainage systems.

#### 5.2.3. Drainage Details

As outlined in the DEPARTMENT Drainage Manual, Table B-5, including:

- Basic layout geometry of special drainage structures, verified against structural design (to be performed by others). Develop Structural shells to be used by others to prepare the structural design of the drainage facilities.

#### 5.2.4. Removal Plans

- Detailed plans and keynotes for removal or abandonment of onsite drainage facilities and of offsite drainage crossings.

#### 5.2.5. Temporary Pollution Control Plans

Not included in this scope of services.

#### 5.2.6. Structure List

- Complete Structure List as outlined in the DEPARTMENT Drainage Manual Table B-5

#### 5.2.7. QA Drainage Design Report

- Not included in the QA submittal.

### 6.3. Traffic and ITS

The SERVICE PROVIDER will prepare QA (100%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Road Design Guide - 2010 Edition - Revised May 25, 2011.

#### 6.3.1. Traffic Plans

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans

#### 6.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets
- Preliminary Structure List

#### 6.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT improvements including:

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- Traffic Control Plans based on direction provided during the Constructability review meeting.
- Project Staging Plans revised based on direction provided during the Constructability review meeting.

#### 5.4. Structures

The SERVICE PROVIDER will design and prepare miscellaneous structures plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

##### 5.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

#### 5.5. Landscape and Aesthetics

##### 5.5.1. Landscape Ground Plane

The SERVICE PROVIDER will prepare revised plan sheets, to a QA level of detail that incorporate comments from the intermediate submittal review that indicate the ground plane design. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and outline specifications will accompany this submittal, along with a record of L&A working group comments and responses.

##### 5.5.2. Structural Aesthetic Design

The SERVICE PROVIDER will prepare revised plan sheets to a QA level of detail that incorporate comments from the intermediate submittal review that indicate the proposed structural aesthetic treatments. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. The work will focus on providing details in coordination with the L&A Working Group and DEPARTMENT's L&A Department. Construction details and outline specifications will accompany this submittal, along with a record of L&A working group comments and responses.

#### 5.6. Estimates and Specifications

The SERVICE PROVIDER will update the project cost estimate to the QA level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the project specifications based upon updated QA level cost estimates and pay items.

#### 5.7. Traffic Management Plan

The SERVICE PROVIDER will prepare a draft TMP for review and submit it along with the QA Submittal documents.

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#### Deliverable Summary

- QA Plans Package
- QA Estimate of Probable construction cost
- QA Specifications Package
- Preliminary Structure Lists

#### 5.8. QA Review Meeting

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in a meeting organized by DEPARTMENT to receive and respond to comments from various agencies and DEPARTMENT related to the QA Submittal Documents.

### 6. PS&E PLANS (100%)

#### 6.1. Roadway

The SERVICE PROVIDER will prepare PS&E (100%) Roadway Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide. The Roadway Plans will include:

##### 6.1.1. Roadway Plans

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way
- Special Details
- Structure Lists

#### 6.2. Drainage

The SERVICE PROVIDER will prepare PS&E (100%) Drainage Design Plans the PROJECT in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual.

##### 6.2.1. PS&E Drainage Report

PS&E Drainage Report is not included in this scope.

#### 6.3. Traffic and ITS

The SERVICE PROVIDER will prepare PS&E (100%) Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide.

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**6.3.1.1. Traffic Plans**

Provide plans in accordance with the PROJECT improvements including:

- Permanent Striping Plans
- Signing Plans
- Summaries

**6.3.2. Lighting and ITS Plans**

Provide plans in accordance with the PROJECT improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets
- Structure Lists

**6.3.3. Traffic Control/Staging Plans**

Provide plans in accordance with the PROJECT improvements including:

- Traffic Control Plans
- Project Staging Plans

**6.4. Structures**

The SERVICE PROVIDER will design and prepare PS&E Miscellaneous Plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

**6.4.1. Structures Plans**

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

**6.5. Landscape & Aesthetics****6.5.1. Structure Aesthetics**

The SERVICE PROVIDER will prepare PS&E level revised landscape and aesthetics plans based on the comments from the QA/QC submittal. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and specifications will accompany this submittal.

**6.5.2. Landscape Ground Plane**

The SERVICE PROVIDER will prepare plan sheets to a PS&E level of detail that incorporate comments from the QA/QC submittal review. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. Construction details and specifications will

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accompany this submittal. The design elements will include all final L&A Working Group revisions.

**6.5.3. L&A Working Group Meeting**

The SERVICE PROVIDER will hold a final L&A Working Group Meeting for the Design Phase of the project prior to submitting the PS&E plans. The purpose of the meeting will be informational only to show the Working Group members the final plans and discuss the path forward to final construction. Any outstanding L&A Working Group items will be closed at this meeting.

**6.6. Estimates and Specifications**

The SERVICE PROVIDER will update the project cost estimate to the PS&E level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the project specifications based upon updated PS&E level cost estimates and pay items.

**6.7. PS&E Review Meeting**

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in a meeting organized by DEPARTMENT to receive and respond to comments from various agencies and DEPARTMENT related to the PS&E Submittal Documents.

**Deliverable Summary**

- QA (100%) Plans Package
- QA Estimate of Probable construction Cost
- QA Specifications Package
- Draft TMP & PIP (see § 6.)

**7. DOC DATE PLAN SUBMITTAL (FINAL)****7.1. Roadway**

The SERVICE PROVIDER will finalize Doc Date Roadway Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide. The Roadway Plans will include:

**7.1.1. Roadway Plans**

Provide plans in accordance with the PROJECT improvements including:

- Title Sheet, Location Sketch, General Notes, Summaries, Quantities
- Typical Sections, Location control
- Roadway Plans
- Profile Sheets
- Grading Plans
- Geometrics and Elevation Control Plans
- Site Preparation (removals)
- Right of Way

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- Special Details
- Structure Lists

## 7.2. Drainage

The SERVICE PROVIDER will finalize Doc Date Plans for SR-160 Phase 2 in conformance with the QA/QC Plan Submittal Requirements as outlined in Table B-5 of the 2006 DEPARTMENT Drainage Manual.

### 7.2.1. Final Drainage Design Report

The SERVICE PROVIDER will prepare a Final Drainage Design Report for SR-160 Phase 2, based on applicable items listed in Appendix A of the 2006 DEPARTMENT Drainage Manual.

## 7.3. Traffic and ITS

The SERVICE PROVIDER will prepare final Striping, Signing, ITS, and Traffic Control/Staging Design and Plans for the PROJECT in conformance to the DEPARTMENT Plan Preparation Guide.

### 7.3.1. Traffic Plans

Provide plans in accordance with the PROJECT Improvements including:

- Permanent Striping Plans
- Signing Plans

### 7.3.2. Lighting and ITS Plans

Provide plans in accordance with the PROJECT Improvements including:

- Lighting Plans
- ITS Plans
- ITS Detail sheets

### 7.3.3. Traffic Control/Staging Plans

Provide plans in accordance with the PROJECT Improvements including:

- Traffic Control Plans
- Project Staging Plans

## 7.4. Structures

The SERVICE PROVIDER will design and prepare final Miscellaneous Plans for the related PROJECT structural improvements in conformance to the DEPARTMENT Plan Preparation Guide and DEPARTMENT Bridge Manual. The Plans will include:

### 7.4.1. Structures Plans

Provide plans in accordance with the PROJECT improvements including:

- Miscellaneous Structures Plans and Details
- Structure Lists

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## 7.5. Landscape & Aesthetics

### 7.5.1. Landscape Ground Plane

The SERVICE PROVIDER will prepare final landscape and aesthetics plans based on comments from the PS&E submittal. This work effort will be focused on additional hardscape and ground plane design. These design elements may include specialty paving, earth forms, landscape rock placement, and planting. Construction details and specifications will accompany this submittal.

### 7.5.2. Structural Aesthetic Design

The SERVICE PROVIDER will prepare final plan sheets that incorporate comments from the PS&E submittal review. These treatments are anticipated to be applied to retaining walls, headwalls, and any free-standing aesthetic elements. Form Liners or other methods of transferring the desired enhancements will be established. Construction details and specifications will accompany this submittal.

## 7.6. Estimates and Specifications

The SERVICE PROVIDER will update the project cost estimate and specifications to the FINAL level by incorporating design changes and updating the previous estimate.

The SERVICE PROVIDER will coordinate with DEPARTMENT Specs to continue to refine and develop the FINAL project specifications based upon updated cost estimates and pay items.

### Deliverable Summary

- Doc Date Plans Package
- Doc Date Drainage Design Report for Phase 2 (on a CD, submitted 3 weeks after DOC Package)
- Doc Date Estimate of Probable construction Cost
- Doc Date final notes to PROJECT Specifications
- Final TMP & PIP (See § 8.)

## 8. TRAFFIC MANAGEMENT PLAN (TMP)

The SERVICE PROVIDER will write and deliver a Traffic Management Plan for the Phase 2 Improvements to DEPARTMENT for its approval, and will perform related services including:

- Develop a draft TMP for review.
- Develop a draft Public Information Plan (PIP) as required per the TMP guidelines for review.
- Hold a meeting to review comments to the TMP and PIP.
- Provide a final TMP and PIP.

The TMP will be developed based upon the project's construction staging and traffic control plans and will be drafted prior to the QA Plan submittal.

The TMP will be written according to DEPARTMENT's "Work Zone Safety & Mobility Implementation Guide January 1, 2008" with revisions through March 2012, and 23 CFR 630 Subpart J, for Work zone Safety and Mobility. It will be based on a Basic to

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PHASE 2 DRAFT DESIGN SCOPE

Intermediate TMP for projects not considered as having significant traffic impact (greater than 30 minutes of delay) to travelers. The Temporary Traffic Control (TTC) component will consist of the project's traffic control plans; the Traffic Operations (TO) will be discussed in the TMP document, but not fully developed as a standalone document; and the Public Information (PI) will be contained in the PIP. The PIP will be developed as a component of the TMP, and will outline the Department's approach to involving and notifying the public regarding imminent and ongoing construction activities, closures, etc., per the requirements of the guidelines.

#### Deliverable Summary

- PIP Final
- TMP Final

### 9. PUBLIC OUTREACH PLAN (POP)

#### 9.1. Public Meetings - Information and Outreach

The SERVICE PROVIDER shall provide the DEPARTMENT Project Manager and the Public Hearings Officer a comprehensive public information plan for the duration of the project. The plan shall include overall public information, public relations and outreach strategies, and is not to be confused with the PIP requirements of the TMP. Upon project completion, the SERVICE PROVIDER shall provide the DEPARTMENT Project Manager and the Public Hearings Officer a Summary Report on Public Information and Outreach, including the public information plan and documentation of all outreach activities, materials, and media coverage, as well as the TMP's PIP.

The scope of services will include the SERVICE PROVIDER in coordination with Project Manager and the DEPARTMENT Public Hearings Officer conducting an estimated two (2) public information meetings on the project being proposed, to include:

- a) Initial scoping meeting
- b) Presentation of draft document
- c) Pre public meeting review
- d) Presentation of all final documents

The purpose of the public information meetings is to obtain public input on the project, which will be considered in finalizing the design.

The SERVICE PROVIDER, in coordination with the DEPARTMENT Project Manager and the DEPARTMENT Public Hearings Officer, shall be responsible for:

- Establishing the meeting dates, times, and locations
- Preparing and distributing/scheduling mailers, fliers and newspaper ads
- Preparing all display boards and delivering to the public meeting site
- Preparing and delivering handouts for the public information meeting
- Preparing additional displays as appropriate
- Hiring of Court Reporter from State of Nevada approved listing (Contact Public Hearings Officer for approved firms)
- Documenting public comments during the two (2) week public comment period, as part of the record of the meeting

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PHASE 2 DRAFT DESIGN SCOPE

- Participating in the meeting to explain the project and answer questions
- Preparing a PowerPoint presentation with DEPARTMENT Project Manager and Public Hearings Officer over site

The SERVICE PROVIDER shall also provide qualified professional staff members who are knowledgeable of the project, overall public information practices and procedures, and the DEPARTMENT's specific procedures to provide comprehensive public information services for the project. Services will include providing neighborhood notifications, press releases, media advisories, advertisements, meeting fliers, e-blasts, design of mailers, as well as additional public information activities deemed necessary and appropriate by the DEPARTMENT Project Manager.

The SERVICE PROVIDER assumes all costs to include Court Reporter, Advertising, Meeting Room Facility and Direct Mailings for conducting Public/Scheduled meetings.

#### 9.2. Supplemental Public Outreach

The SERVICE PROVIDER shall assist when needed the DEPARTMENT Project Manager and the DEPARTMENT Public Information Officer with creating, preparing and releasing relevant and timely information to the media regarding project status and traffic control schedules.

#### 9.3. Stakeholder meetings

Stakeholders have an opportunity to receive or give input about the project by way of Elected Officials, Citizen's Advisory Committees (CAC) and Aesthetic Stakeholder Working Group (SWG) for Landscaping/Aesthetic treatments for both Phases of the Project. In anticipation of a future public participation meeting, the SERVICE PROVIDER shall develop a proposed stakeholder group composed of area and local representatives. The group should be representative of city and county government, service clubs, education, commercial and business interests, the area chamber of commerce and peripheral property interests. The SERVICE PROVIDER shall make actual meeting place arrangements.

Using preliminary schematic plans, photos and illustrations the SERVICE PROVIDER shall present and discuss the preferred plan alternative selected by the DEPARTMENT. The SERVICE PROVIDER shall provide at least three (3) options within the selected alternative, such as accent color, rock mulch options, etc. for the stakeholders choose. The SERVICE PROVIDER shall modify the selected alternative based on input from stakeholders in preparation for the Public Meeting.

The SERVICE PROVIDER shall provide a summary report of stakeholder group proceedings, including conclusions and recommendations.

#### 9.4. Business Meetings

The construction of this project will improve the safety and the flow of traffic on SR 160. However, impacts are anticipated during construction. The SERVICE PROVIDER will coordinate with the DEPARTMENT Project Manager and the DEPARTMENT Public Information Officer necessary Project update meetings with

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business leaders in order to inform them of proposed work in the area and to let them have a voice in developing acceptable traffic control solutions.

Deliverable Summary

- POP Draft
- POP Final

10. CONSTRUCTION SUPPORT

The SERVICE PROVIDER will provide post design services to support the DEPARTMENT's construction administration efforts including request for information (RFI) review, shop drawings/cut sheet review, design clarifications and other miscellaneous items.

Consultant's Proposed Fee Estimate



**Contract Information:** NDOT SR 160 West Segment (Package 2) Final Design  
**Consultant Information:** CA Group, Inc.  
**Project Manager:** Luis Garay (NDOT) / James Caviola (CA Group)

**Contract Information:**  
**Consultant Information:** NDOT SR 160 West Segment (Package 2) Final Design  
 CA Group, Inc.  
**Project Manager:** Luis Garay (NDOT) / James Cavicola (CA Group)

Rate Cost Per Hour		Region	\$112.00	\$78.38	\$37.14	\$30.75	\$25.00	\$31.00	\$23.00
		Name	Project Manager						
		Description	Task Lead						
Task No.	Task								
1.0	Project Management								
1.1	Quality Management		48					48	8
1.1.1	QA		10					32	34
1.1.2	Project Management Plan updates		32					32	
1.2	Interface and progress meetings		84					168	48
1.3	Project and Task Management		84					240	
1.4	Project Schedule		8					40	
1.5	GRAVE Update		70					70	40
2.0	Supplemental Engineering Data								
2.1	Geotechnical Investigation / Report		4					8	
2.2	Location Survey and Mapping Services		4					8	
2.3	Landscape and Aesthetics Development							32	
2.4	NOT USED								
2.5	Geometric Approval		4					16	40
2.6	Right of Way - Utilities		24					120	120
2.7	Right of Way - Utilities		8					74	80
3.0	Environmental Services								
3.1	Section 404 Permit Application Support		2					16	
3.1.1	NOT USED								
3.1.2	NOT USED								
3.1.3	NOT USED								
3.1.4	NOT USED								
4.0	Design Engineering								
4.1	Roadways							560	560
4.2	Drainage Plans		16					16	8
4.3.1	Signage/Striping		12					12	12
4.3.2	Lighting / ITS		12					12	12
4.3.3	Traffic Control Plans		24					24	24
4.4	Structures Plans		8					11	8
4.5	Landscape Plans		20					20	16
4.6	Cost Estimates		48					24	48
4.7	Special Provisions		8					24	24
4.8	Communicability and RFP Review Meetings		4					16	16
5.0	QA Design Development								
5.1	Roadway							311	300
5.2	Drainage Plans							8	8
5.3.1	Signage/Striping							12	12
5.3.2	Lighting / ITS							12	12
5.3.3	Traffic Control Plans							24	24
5.4	Structures Plans							6	8
5.5	Landscape Plans							16	16
5.6	Estimate and Specifications		0					27	40
5.7	QA Review Meetings		4					24	24
5.8	QA Review Meetings		4					8	8

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JULY 2015

## PHASE 2 DRAFT DESIGN SCOPE

**Contract Information:**

NDOT SR 160  
SCHEDULE OF MANH

Drainage Design Service						
Cost per Hour		Ken	Jeff	Brook	David	
		\$301.76	\$218.00	\$130.73	\$168.75	
Tasks						
Task No.	Description Task	Discipline Lead	Engr	Professional	C/A	
A2	Final Drainage Design					0
A2.PM	Project Management	40	0			
A2.MT	Meetings (20)	40		60		0
	CRAVEI	24		24		
	Maintenance Interview/CROW Setting	0		24		
A2.QA	QA/QC		100			0
A2.DR	Intermediate Drainage Design (Submital) (60%)	40	0	300		
A2.AN	WSEL Analysis/Flood Zone	40	100	85		0
A2.PS	QA PLAN SET (90)	40	0	250		
A2.PF	PREFINAL (100%)	30	0	160		
A2.FN	DOC SET/FINAL DRAINAGE REPORT	40	0	120		
	Final Drainage Design Total Hours	264	200	1493		0
	Final Drainage Design total Labor Cost	\$98,761	\$43,202	\$137,440		\$0
						0
						0
						0
						0
		0	0	0		0
		50	50	50		50
	Total Labor Cost	324	200	1,003		\$0
	Total ODC	\$60,781.35	\$43,212.00	\$137,440.00		\$0
	Overhead					
	Fixed Fee					

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



8985 S. Eastern Ave. Ste. 220 -- Las Vegas, NV 89123

M. Jack Sjostrom, P.E.  
Senior Project Manager  
CA Group, Inc.  
2785 South Rainbow Blvd.  
Las Vegas, NV 89146

April 20, 2015

Subconsultant's Fee Estimate Backup  
LAGE Design

RE: LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR SR-160 PHASE 2

Dear Mr. Sjostrom:

We are pleased to submit to you a proposal for landscape architectural services for the above referenced project.

SCOPE OF WORK

The scope of work consists of the Landscape & Aesthetics portions as outlined in the "Amendment No. 2 Scope of Services SR-160 Phase 2 Final Design". This includes all work in Sections 2.3, 4.5, 5.5, 6.5, and 7.5.

FEES

We propose to provide these services for a lump sum fee of \$97,800.00, Ninety Seven Thousand Eight Hundred Dollars and NO/100 (\$97,800.00).

TERMS AND CONDITIONS

All expenses incurred by LAGE Design shall be reimbursed at 1.15 (115%) actual cost. In most cases, we will have you contract directly with consultants and suppliers. Reimbursable expenses include, but are not limited to, outside consultant services, reproduction costs for documents and drawings, photography, deliveries, long distance telephone calls, travel, lodging, government review fees, and data transmission.

You may terminate the services included herein at any time for any reason, as long as LAGE Design has been paid in full for all services rendered to the date of termination.

Lage Design may terminate the services included herein upon 30 days prior written notice and immediately upon notice for nonpayment of fees and expenses.

It is understood that neither party shall assign, sublet, nor transfer any interest herein. Upon execution, this Agreement is binding upon each party and their owners, partners, successors, executors, administrators, and assigns.

Lage Design will not, provide any engineering or environmental investigations on this site/project, has no knowledge of any adverse engineering or environmental conditions on the site/project, and is not responsible, and has no liability, for any such engineering or environmental conditions should they be found. It is your responsibility to investigate and make all engineering and environmental determinations on this site/project. Lage Design assumes no liability, and is not responsible, for any damages resulting from actions or omissions taken by third parties, including consultants retained by Lage Design, on your behalf.

All sketches, tracings, drawings, computations, survey notes, and other original documents of any sort relating to the work covered by this proposal will remain the property of Lage Design unless these documents are required to be filed for public records by a governmental agency having proper jurisdiction. Any unauthorized use, reproductions, alterations, or changes to these documents without our written consent will be at your sole risk without liability or legal exposure to Lage Design. Lage Design will provide a reproducible set of mylars of the final drawings at the owner's cost. The drawings and specifications may be used by the owner for additions to the project, but Lage Design shall not be held liable for claims resulting from any reuse of drawings and specifications.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing will be due and payable thirty (30) days after the date of such billing. Any portion of a billing not paid thirty (30) days of the billing date will be considered delinquent and will bear an interest charge of one and one-half (1-1/2) percent per month (annual percentage rate 18 percent) on the unpaid balance.

Lage Design shall not be liable for any delays resulting from acts of God, terrorism, war, actions by government or quasi-government entities, fire, explosion, communication disruptions, strikes, or other events beyond the control of Lage Design.

Each party agrees to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, for, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the parties, then each party shall bear its proportionate liability.

I thank you for the opportunity to submit this proposal. If this proposal meets with your approval, please sign below and return one copy to Lage Design. Upon receipt of the signed contract, we will begin the work as outlined in the above Scope of work.

We look forward to working with you. If you have any questions or require additional information, please don't hesitate to call.

Tel. 702.526.7468

Fax. 702.456.7020

P294-11-015Amd2

Sincerely,



Cecilia Schaffer, RLA  
Lage Design

Approved

Date

Tel. 702.526.7468

Fax. 702.456.7020

P294-11-015Amd2

JULY 2015

## PHASE 2 DRAFT DESIGN SCOPE

DocuSign Envelope ID: 11166982-9F6A-413F-B1AC-41AF7CCC780A

**Construction Phase Outreach Cost Estimate**

**Contract Information:** Construction  
Client: NDOT SR 160 Design and Construction Phase 2 PIO Support  
Consultant: C-A Group  
NDOT Project Manager: Luis Garay

[illegible]

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



C-A Group, Inc.  
2785 Rainbow Boulevard  
Las Vegas, Nevada 89146

June 26, 2015  
revised July 14, 2015

Attention: Mr. Jack Sjostrom, P.E.

Re: Proposal for Geotechnical Services  
State Route 160 Phase 2  
SR-160 between MP17 and MP22  
Clark County, Nevada  
Proposal No.: PE-15-090

Dear Jack:

Subconsultant's Fee Estimate Backup  
NOVA Geotechnical

As you requested, NOVA Geotechnical and Inspection Services (NOVA) is pleased to present this proposal to provide geotechnical engineering services for the referenced project. The purpose of our services will be to evaluate subsurface conditions at the site in order to provide geotechnical engineering criteria to aid in the design and development of the project. This letter describes our understanding of the project, our scope of services, schedule, and fees.

#### PROJECT INFORMATION

We understand that the project would consist of approximately 5 miles of roadway widening along State Route 160 (SR-160). To facilitate this widening, new fill retaining walls will be required along the left side of the alignment for approximately 1,100 feet on either side of Mount Potosi Canyon Road, a series of three new cut retaining walls ranging from approximately 125 to 350 feet long in an existing rock cut slope on the left side of the alignment across from Williams Ranch Road, extensions or replacements of the reinforced concrete box (RCB) structures C-2055, C-2056, B-2057, C-2058 and B-2062, and new RCB structures at Mount Potosi Canyon Road and along the right side of the alignment approximately 400 feet west of Williams Ranch Road running for about 500 feet. In addition, a number of existing rock cut slopes will either be pushed back or steepened to accommodate the roadway widening. Our Geotechnical Services will be limited to the proposed retaining walls and rock cut slopes to be modified.

#### SCOPE OF SERVICES

Based upon our knowledge of the area and our understanding of the project, we propose to explore the subsurface conditions at the site with a total of 29 soil borings and 3 rock core borings to provide geotechnical data for the design of retaining walls. This number of borings would

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C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



represent one boring for approximately 100 feet of retaining wall. We propose to drill the soil borings to depths ranging from approximately 15 to 25 feet below existing site grades. We anticipate that rock core borings will be drilled to depths ranging from 20 to 80 feet, depending on where drill rig access can be obtained. In addition, we anticipate that bedrock will be encountered in some of the proposed soil borings. Where bedrock is encountered at a depth shallower than 5 feet above the proposed bottom of boring depth an attempt will be made to collect a 5-foot run of rock core. Where bedrock is encountered with less than 5 feet remaining to the bottom of the boring, the boring will be terminated due to auger refusal. If hollow-stem auger drilling is being utilized or will be continued to the proposed bottom of boring if rotary drilling is being utilized. The depth and location of the explorations may be adjusted in the field depending upon the surface and/or subsurface conditions encountered.

We understand that a site access plan must be submitted and approved by NDOT and an encroachment permit must be obtained prior to beginning our field drilling program.

The explorations will be logged during the drilling operations. In addition, Standard Penetration Tests (SPTs) will be performed and ring-retained samples and/or representative bulk samples will be obtained, as applicable, for possible laboratory testing. The laboratory tests performed will depend upon the soil conditions encountered. All drilling, sampling and laboratory testing will be conducted in general accordance with applicable ASTM, AASHTO, NDOT or other locally recognized standards.

Geologic logging of the existing rock cut slopes that are to be pushed back or steepened as part of the widening will be performed to supplement data and recommendations presented in previous reports by NDOT and others along the project alignment.

We will determine the shear wave profile of the top 100 feet underlying the site from ambient noise or Refraction Microtremor (ReMi) data using standard P-wave geophones. A total of two ReMi surveys will be performed; one each near the retaining walls at Mount Potosi Canyon Road and Williams Ranch Road.

After completion of the field exploration and laboratory testing programs, the results will be evaluated to develop geotechnical design recommendations and prepare a geotechnical engineering report. The following information will be included in the report:

- A summary of project information.
- A brief discussion of our field exploration and laboratory testing programs.
- A discussion of the existing surface conditions at the time of our field exploration program.
- A discussion of the subsurface conditions encountered within the depths explored.
- A geologic discussion.
- Site Class Determination based on Refraction Microtremor (ReMi) survey results.
- Recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, spring coefficients, coefficient of friction and estimated settlements.

C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



- Seismic response spectra recommendations
- Recommendations for use in design of retaining walls.
- Specific earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials.
- Data on excavatability of materials encountered.
- Recommendations for type of cement in concrete in contact with on-site soils.
- A plan indicating the approximate locations of our explorations.
- Logs of the explorations and results of any laboratory tests.

#### ASSUMPTIONS

We assume that by authorizing our services that we have permission to be on the site. In addition, we assume that the site is accessible to a truck-mounted or track-mounted drill rig. If the site is not accessible, you will be notified and a new scope of work and fee may be required. Locations of existing underground utilities should be marked on site plans and provided to use. Verification of underground utility locations by ground penetrating radar or vacuum extraction method are not included in our fee estimate.

#### COST OF SERVICES

The estimated fee for our services, including all field work, laboratory testing, engineering analysis and report preparation, as outlined, will be approximately \$197,500.00. We anticipate that this fee will be paid on a cost plus direct expense plus fixed fee basis in accordance with NDOT's standard policies and procedures for payment of consultant's fees.

Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. A limited amount of post-report consultation is anticipated in our fee estimate; however, construction phase services are not included in the fee estimate above. If additional services are required beyond the scope of services outlined in this proposal, additional fees would apply.

#### SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. Within 10 to 12 weeks after authorization, an electronic copy of our preliminary design report will be submitted. The final design report should be available within 1 to 2 weeks of receiving resolution of comment on our draft report. We can generally provide verbal opinions regarding preliminary findings and recommendations before the written report is completed, if required.

#### CLOSURE

This proposal is valid for 6 months. If client does not accept this proposal or NOVA does not initiate services within that time period, client must give NOVA an opportunity to re-review the

C-A Group, Inc.  
SR-160 Phase 2  
Project No.: PE-15-090



proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for clients review.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project

Respectfully,  
NOVA Geotechnical and Inspection Services

A handwritten signature in black ink, appearing to read "Martin D. Jensen".

Martin D. Jensen, P.E.  
Geotechnical Department Manager

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE

Subconsultant's Fee Estimate Backup  
Sigma



JULY 2015

## PHASE 2 DRAFT DESIGN SCOPE

**Subconsultant's Fee Estimate Backup**  
**VTN Nevada**

[illegible]

JULY 2015

PHASE 2 DRAFT DESIGN SCOPE



2727 SOUTH RAINBOW BOULEVARD • LAS VEGAS, NEVADA 89146-5148  
PHONE 702-873-7550 • FAX 702-382-2597

May 27, 2015

C.A. Group, Inc.  
2785 S Rainbow Blvd.  
Las Vegas, NV. 89146  
702-685-5945

ATTN: M. Jack Sjostrom, P.E.

**RE: LAND SURVEYING SERVICES PROPOSAL**

VTN Nevada is pleased to have this opportunity to submit a Land Surveying Services Proposal for the SR160 Phase II Improvement project. VTN will provide 160 hours of field survey design location services to supplement the aerial topography as directed by C. A. Group. VTN will also provide five legal exhibits and descriptions for the permission to construct areas. The total fee for the above described project will be \$44,420.00 with a breakdown of survey rates as follows:

Field Crew Design Survey	\$36,000.00
Survey Office Technician	\$920.00
Prepare legal exhibit and description - \$1,000.00 per exhibit - 5 Total	\$5,000.00
Traffic Control	\$2,500.00

Please call if you have any questions, or if we can be of further service.  
Sincerely,

VTN Nevada

Raymond A. Johnson P.L.S.  
702-873-7550

**Subconsultant's Fee Estimate Backup**  
**Aztec**

P284-11-015Amd2

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#### SCOPE OF SERVICES

NDOT SR 160 from SR 159 to Mountain Springs  
Modification #4, Phase II Section 404/401 Permitting  
July 30, 2015

#### 1. Project & Task Understanding

The requested services would be performed as part of final design for Phase II (western portion) of the Nevada Department of Transportation (NDOT) SR 160 project from SR 159 to Mountain Springs. The Phase II project limits consist of the "P1" alignment from beginning station 703+52.57 to end station 367+00, with roadway option Alternative A (Sheets 40A and 41A of the 30% plans). These limits are depicted on roadway and drainage plan sheets 24 through 43 of the 30% plans. The approximate milepost (MP) limits are from SR 160 MP 16.58 to MP 22.00. AZTEC understands that the requested scope of work generally includes obtaining a Clean Water Act Section 404 permit and Section 401 water quality certification for all the Phase II planned improvements.

#### 2. Scope of Work

##### Section 404/401 Permitting

##### Assumptions

- Per coordination with NDOT, the project would be authorized under a "Letter of Permission"; therefore, any additional work normally associated with individual permit applications, such as responding to public notice comments, is not included in this scope of work
- The permit application will be submitted based on the 60% design plans
- No mitigation plan will be required
- The CA Group (or sub-consultant as applicable) will provide design base files for each design stage submittal as well as information regarding the type and volume of material to be discharged into water courses
- NDOT would be responsible for:
  - o Document submittals to the US Army Corps of Engineers (Corps) and Nevada Division of Environmental Protection (NDEP)
  - o 404 compliance documentation required by Corps NWP general condition 30 and regional condition 8
  - o Any construction photograph documentation required by NDEP as part of the Section 401 water quality certification

#### Delineation

Collect general water resource data for the project area and conduct a site visit to identify, delineate, photograph, and record physical characteristics of watercourses within the project limits, then prepare the following delineation information to be included in the permit application:

- Table summarizing waters of the US within the project area with physical characteristics
- Plan view map sheets showing proposed waters of the US and location of ground photographs at the design plan scale of 1" = 100' (approximately 20 sheets)
- Ground photograph log

#### Impact Evaluations

Calculate project impacts to waters of the US by using GIS software to overlay design plans on proposed waters of the US from the delineation. This would be completed for the 60% design submittals and repeated for the 95% and 100% submittals to identify any impact changes that would warrant modifying the 404/401 permit applications.

#### Section 404 Permit Application

Prepare a 404 "Letter of Permission" permit application package to the Corps that consists of:

- Cover letter and state and project location maps
- Completed Corps South Pacific Division Preconstruction Notification (PCN) form with general conditions checklist and regional conditions checklist for Nevada
- A list of adjoining property owners (based on information included in the project parcel plans)
- Tables summarizing activities within waters of the US, material discharged into waters of the US, and impacts to waters of the US
- Plan view map sheets showing impacts to waters of the US at the design plan scale of 1" = 100' (approximately 20 sheets)
- Documentation of compliance with Section 7 of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act (previously completed during the NEPA Environmental Assessment process)
- Excerpts from the 60% plans showing roadway and drainage plans and profiles or cross sections of work within drainages

#### Section 401 Water Quality Certification Application

Prepare a Section 401 water quality certification application that consists of:

- Cover letter
- Completed NDEP 401 certification application
- A copy of the PCN submitted to the Corps

#### Coordination and Meetings

- One AZTEC staff will participate in 8 conference calls (5 monthly team project progress calls and 3 additional calls specifically related to 404/401 permitting)
- Regular coordination with design team members and NDOT environmental staff

### 3. Deliverables

It is assumed that all deliverables will consist of 3 submittals, an initial submittal to NDOT for review, a revised submittal to NDOT for approval and submittal to applicable agencies, and a final submittal to NDOT to address any agency comments.

- Section 404 Letter of Permission permit application package
- Section 401 Water Quality Certification Application package



Prepared For: CA Group, Inc.

Project Name: NDOT SR 160 from SR 159 to Mountain Springs  
Description: Modification #4, Phase II Section 404/401 Permitting  
Date: 7/30/2015

#### DERIVATION OF COST ESTIMATE

LABOR	Hours	Direct Rate	Cost
Project Principal	0	\$ 66.63	\$ -
Project Manager	6	\$ 53.69	\$ 322.14
Environmental Planner/ Scientist, Senior	179	\$ 48.38	\$ 8,650.02
Environmental Planner/ Scientist	135	\$ 36.06	\$ 7,031.70
Environmental Planner/ Scientist, Assistant	0	\$ 21.07	\$ -
Administrative/Clerical	0	\$ 17.96	\$ -
<b>Labor Subtotal</b>	<b>380</b>		<b>\$ 16,033.86</b>
<b>Overhead (Labor Subtotal x Overhead Rate)</b>		<b>159.21%</b>	<b>\$ 25,495.67</b>
<b>Labor Total (Labor Subtotal + Overhead Cost)</b>			<b>\$ 41,509.53</b>
<b>Profit (Labor Total x 10.00%)</b>			<b>\$ 4,150.95</b>
<b>AZTEC Total (Labor Total + Profit)</b>			<b>\$ 45,660.48</b>

EXPENSES (AT COST, NO MARKUP)	Units	Unit Cost	Cost
Mileage (GSA FY 2015 Rate)	0	\$ 0.58	\$ -
Lodging (State of Nevada 2015 Rate for Area)	6	\$ 96.00	\$ 576.00
Per Diem (State of Nevada 2015 Rate for Area)	12	\$ 71.00	\$ 852.00
Vehicle Rental (Standard Car, Daily)	0	\$ 52.60	\$ -
Vehicle Rental (Large 4X4 Pickup, Daily)	4	\$ 77.44	\$ 309.76
Fuel (AAA Daily Fuel Gauge Report Rate for Area)	45	\$ 3.26	\$ 146.70
<b>Direct Expenses Total</b>			<b>\$ 1,884.46</b>

OUTSIDE SERVICES (AT COST, NO MARKUP)	Cost
Firm Name/Service Description	\$ -
Firm Name/Service Description	\$ -
<b>Outside Services/Consultants Total</b>	<b>\$ -</b>

TOTAL COST ESTIMATE (AZTEC TOTAL + EXPENSES + OUTSIDE SERVICES) \$ 47,544.94

*Michael D. Myers*  
Mike Myers  
Associate Vice President

7/30/2015  
Date





**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
*Budget Division*

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 3, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Transportation (NDOT) requests authority to contract with Mr. Jesse Goulart who is employed Aztech Inspections and Testing, LLC. Aztech is currently under agreement with NDOT to provide the Construction Crew Augmentation Testing services for Project NEON. Aztech is proposing to use Mr. Goulart as a materials tester.

Additional Information:

Mr. Goulart retired from the state in February 2016 and is currently employed by Aztech. He has 27 years of experience with Nevada Department of Transportation.

Statutory Authority:

NRS 333.705

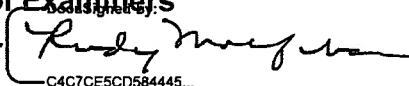
REVIEWED: SM  
ACTION ITEM: 6D-3



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
(Use Local Information)

## MEMORANDUM

May 31, 2016

To: State of Nevada Board of Examiners  
From: Rudy Malfabon, Director   
Subject: Authorization to Contract with a Former Employee

**RECEIVED**

JUN 03 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

### SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. Jesse Goulart, retired from State service on February 22<sup>nd</sup>, 2016 and has been employed by Aztech Inspections and Testing, LLC. Aztech is proposing to use Mr. Goulart as a tester for Project NEON.

### BACKGROUND

Aztech is currently under agreement with the NDOT to provide Construction Crew Augmentation Testing services for Project NEON. This agreement will provide the Resident Engineer the construction materials testing staff and equipment needed to successfully test the materials incorporated into project NEON. Due to the aggressive schedule submitted by project NEON's contractor the department realized an additional need for testing services and requested additional testing support from Aztech during negotiation. Aztech has since hired Mr. Goulart and is proposing him as an Engineering Technician working as a materials tester.

When Mr. Goulart retired from state service as a Supervisor I Associate Engineer he was not at a level that would have any authority over a consultant procurement or agreements including Aztech's agreement with the NDOT. For construction augmentation agreements those duties are typically a manager level or higher responsibility.

### RECOMMENDATION

We respectfully request your consideration for approval for Mr. Goulart to be approved as a materials testers for project NEON.

## **Authorization to Contract with a Former Employee**

<b>Former Employee Name:</b>	<u>Jesse Goulart</u>
<b>Former Employee ID number:</b>	<u>06331</u>
<b>Former Job Title:</b>	<u>Supervisor I, Associate Engineer C903</u>
<b>Former Employing Agency:</b>	<u>NV Department of Transportation</u>
<b>Former Class and Grade:</b>	<u>Supervisor 1, Pay Grade 36</u>
<b>Employment Dates:</b>	<u>November 27, 1989 through February 22, 2016</u>
<b>Contracting Agency:</b>	<u>NV Department of Transportation</u>

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

X Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Agreement is for Construction testing services for project NEON. Employee will be responsible for sampling, testing, and reporting results for highway construction materials.
b. Document former job description.	Supervisor I, Associate Engineer for C903, main responsibility was as the construction survey party supervisor and field lead for testing and inspection of the various project assigned to crew C903.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No, Mr. Goulart expertise and certifications as a tester are not highly specialized and many people in the department and the consulting community could perform the same function. Mr. Goulart is being proposed because he is an experienced NAQTC certified tester proficient in NDOT test methods and fully understands NDOT policies and procedures regarding materials testing and construction.
d. Explain why existing State employees within your agency cannot perform this function.	The departments current staffing levels for construction testers is insufficient to handle the current program and the department is hiring consultant staff to augment our testing needs on many different projects
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not	There is no known relationship between Jesse Goulart, Aztech staff and management and the NDOT Construction Division where the agreement is managed



affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Aztech has already entered into an agreement with the NDOT. The agreement was awarded to Aztech based on their response to a request for proposal for services. Mr. Goulart will be filling an additional position requested by the department to meet the demands of the project set by Project NEON contractor's aggressive schedule. They had the highest scored proposals and where awarded the agreement based on NDOT policy and procedures.

Comments:

DocuSigned by:  
  
 C4C7CE5CD584445...

6/3/2016

Contracting Agency Head's Signature and Date



Budget Analyst

6/3/16

Clerk of the Board of Examiners

# NEVADA DEPARTMENT OF TRANSPORTATION AGREEMENT SUMMARY SHEET

Agreement No. P532-15-040 Amendment No. \_\_\_\_\_ Task Order No. \_\_\_\_\_ Task Order Amendment No. \_\_\_\_\_  
 Start Date: 05/17/16 End Date: 06/30/2020 Amendment Date: \_\_\_\_\_ Procured by: RFP  
 Agreement Type: Service Provider Agreement Sub-Type: Construction Procurement No.: RFP 532-15-040  
 Purpose: Crew 915 Testing Augmentation, Project NEON Phases 1-4

County(ies) where work is being performed: Clark

Contact Person: Lisa Schettler Phone No.: 775-888-7496 Email: lschettler@dot.state.nv.us  
 Project Manager: Lisa Schettler Phone No.: 775-888-7496 Email: lschettler@dot.state.nv.us

## Second Party Information

Contact Person: Claire Kohatsu, P.E. Email: claire@aztechmaterials.com Phone No.: 775-829-8383  
 Company Name: Aztech Inspections & Testing, LLC NV Business License No.: NV20091455548  
 Primary Address: 4700 Copper Sage Street, Las Vegas, Nevada 89115 Business License Expiration: 03/31/2017  
 Invoice Remit To Address: 4700 Copper Sage Street, Las Vegas, Nevada 89115 Business License Search

## Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$5,151,917.35 Org No. Responsible for Billing: C040 Funding Percentage: \_\_\_\_\_  
 Payable Amount: \$5,151,917.35 Fixed Fee %: 10 Payment Code: Payable Federal %: 95  
 Receivable Amount: \$0.00 Overhead %: 122 Payment Cycle: Monthly State %: 5  
 Amendment Amount: \$0.00 Retention %: 0 Security Deposit: Yes ☐ No ☒ Local %: 0  
 Fed Participation: Yes ☒ No ☐ In-Kind Services: Yes ☐ No ☒ Deposit Amount: \_\_\_\_\_ DBE Goal: 4.5  
 Appr Unit: 466006 Activity: 1310 Object: 814B Job/Project: 60670

## Project Identification

Project ID No.: STP-015-1(155) Contract: 001-15-015  
 EA No.: 60670 Other: \_\_\_\_\_

## Board Approval

Yes ☐ No ☐ Transportation ☐ BOE ☐ Meeting Date: \_\_\_\_\_ BOE Contract No.: \_\_\_\_\_  
 Approved Date: \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☐  
 If yes, who, where did they work, and when did they leave?

## Review Approval:

Asst. Director \_\_\_\_\_  
 Dist./Div. Head [Signature]  
 Environmental \_\_\_\_\_  
 IT \_\_\_\_\_  
 Legal [Signature]  
 Proj. Accting. \_\_\_\_\_  
 Right of Way \_\_\_\_\_

## Final Distribution

Recipient: \_\_\_\_\_

## Required docs to start process:

(to be completed by Admin Services)

Original Summary Sheet: ☒

Original Form 2A: ☒

Electronic Draft of Agreement: ☒

Agree Services 04/18/16 LMK

## Execution:

(to be completed by Admin Services)

☐ Do Not Pay (Federal only)

☐ NV Board of Engineers

☐ AGMM ☒ ANOT

☒ AGMT ☒ AGML

☒ Notice of Award Sent

☒ Tracking Log Updated

☒ Insurance Log Updated

Date/Initials 05/18/16 LMK

Verified [Signature]

Agreement Number P532-15-040

## SERVICE AGREEMENT

This Agreement, made and entered into on 5/17/2016, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Aztech Inspections & Testing, LLC (AIT) and Aztech Materials Testing, Inc. (AMT) as a Joint Venture, 4700 Copper Sage Street, Las Vegas, Nevada 89115 (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

### WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 and Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Project No. STP-015-1(155), NEON Phases 1-4 Design-Build Project, and such project is necessary for Construction Engineering Services for Testing Augmentation of Crew 915 (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

### ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Project NEON Phases 1-4, Project ID 60670, Project No STP-015-1(155) is accomplished in conformance with the plans, specifications, and all other contract documents.

2. The SERVICE PROVIDER will provide up to six (6) Testers, a fully equipped Lab Trailer, nuclear gauges, trucks, and cell phones. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

3. The SERVICE PROVIDER shall use its own, or lease, vehicles which shall be equipped with high intensity flashing yellow strobe lights.

4. The SERVICE PROVIDER shall provide a principal engineer as required, who shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer. Principals shall be limited to billing no more than eight (8) hours per month, unless SERVICE PROVIDER has obtained prior approval from the DEPARTMENT.

5. The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of this Agreement, so as not to delay the progress of construction. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary to perform the assigned



duties. All testing personnel must meet and be certified under American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; certified under Nevada Alliance for Quality Transportation Construction (NAQTC) or certification under Western Alliance for Quality Transportation Construction (WAQTC) will be accepted in lieu of NAQTC. Personnel provided for testing must be approved by the DEPARTMENT prior to performance of work on this project. In the event the SERVICE PROVIDER fails to provide the required experienced, trained and/or certified personnel, the SERVICE PROVIDER shall reimburse the DEPARTMENT for all delays caused by such failure.

6. The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

7. The SERVICE PROVIDER shall provide testing personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project. The SERVICE PROVIDER shall have current licenses as required by the appropriate regulatory agencies. All SERVICE PROVIDER personnel who will operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. Nuclear density gauges provided by the SERVICE PROVIDER are not to be stored in any DEPARTMENT facility, or transported by DEPARTMENT personnel. The SERVICE PROVIDER is responsible to provide their own storage facility and transportation for nuclear density gauges during the duration of the project.

8. The SERVICE PROVIDER will provide one (1) field laboratory of the minimum size as required by the DEPARTMENT and including any cabinets, shelves, sinks, counter space and filing cabinets needed. The fully operational field lab trailer shall be at the project site within thirty (30) days of execution of an agreement. The laboratory must be wired for 220 volts and have the exhaust vent required for the testing equipment needed for the project. The laboratory will contain equipment needed to perform the testing on the project including but not limited to sieves, sieve shakers, scales, balances, sample splitters, drying devices such as ovens and burners, sand equivalent test set, specific gravity testing equipment, proctor compaction set, sand volume apparatus, nuclear testing devices, concrete testing equipment, density testing equipment, dry film thickness testing equipment, asphalt content tester and other miscellaneous equipment needed such as sampling devices, pans and tools. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

9. The SERVICE PROVIDER shall be familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project are familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for field testing in accordance with DEPARTMENT's specifications, documentation procedures, Construction Manual, and Documentation Manual.

10. The SERVICE PROVIDER agrees to comply with all requirements contained in the underlying Request for Proposal which is incorporated into this Agreement by reference.

## ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including May 31, 2020, unless a change extending the term is further agreed to by written

amendment signed by all parties to this Agreement, and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not

unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);

2. If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.



10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of the DEPARTMENT, shall be void.

15. The SERVICE PROVIDER agrees to complete and sign Attachment A - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," Attachment B - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

16. This Agreement shall not become effective until and unless approved by the State Transportation Board.

17. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state

provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

### ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause twenty (20) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. 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 the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE



PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT, and final payment is made.

#### ARTICLE IV - COST

1. The "specific rates of compensation" method of compensation shall be used for the SERVICE PROVIDER's services.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Five Million One Hundred Fifty-One Thousand Nine Hundred Seventeen and 35/100 Dollars (\$5,151,917.35), which includes the rate.

3. The rates will be reimbursed at the rates shown in Attachment D – Cost Proposal, and shall include direct salary costs, indirect costs, other direct costs, and fixed fee. Changes to the staffing and rates in Attachment D which does not affect the total cost of the agreement can be made with prior written approval from the DEPARTMENT.

4. The DEPARTMENT will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by the DEPARTMENT.

5. The SERVICE PROVIDER is required to submit a monthly progress report in the DEPARTMENT's format showing the status of the professional services and the degree of completion thereof.

6. The SERVICE PROVIDER agrees to complete and sign Attachment C - Service Provider Cost Certification of Final Indirect Costs, attached hereto and incorporated herein.

7. Direct Non-Salary Costs may be included for payment but only if they are incurred as a part of the SERVICE PROVIDER's normal established policy and practice and not included under any other category and are reasonable and necessary costs incurred solely for the purpose of prosecuting the work required by this Agreement. Direct Non-Salary Costs shall not exceed the rates set forth in Attachment D - Cost Proposal, attached hereto and incorporated herein. These items include but are not limited to the following:

a. Transportation including: vehicle rentals, vehicle ownership costs including operating and normal maintenance costs. Transportation costs for the engineering technician shall be paid at an agreed price of One Thousand and No/100 Dollars (\$1,000.00), per month (or a portion thereof), per vehicle. If needed, a vehicle rental will be paid for by invoiced amount.

b. Communication including telephone, postage, parcel post, air freight, package express and cellular phones. Cellular phone shall be paid at the agreed price Twenty and No/100 Dollars (\$20.00), per phone per month.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted

on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted.

2. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

5. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid

by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

7. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

8. The SERVICE PROVIDER shall furnish a Certificate, a Declarations Page, and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a thirty (30) calendar day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such Insurance prior to commencement of professional services.



9. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

10. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

11. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

12. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

13. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination, or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

16. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in Interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the State of Nevada, and the employees, officers, and agents of the State of Nevada from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.



22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html). The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) calendar days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn: Sharon Foerschler, P.E.  
Nevada Department of Transportation  
Division: Construction Division  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7460  
E-mail: [sfoerschler@dot.state.nv.us](mailto:sfoerschler@dot.state.nv.us)

FOR SERVICE PROVIDER: Claire Kohatsu, P.E.  
Aztech Inspections & Testing, LLC  
4700 Copper Sage Street  
Las Vegas, Nevada 89115  
Phone: 702-247-7645  
Fax: 702-253-1086  
E-mail: [claire@aztechmaterials.com](mailto:claire@aztechmaterials.com)

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

34. Except as otherwise provided for by law or this Agreement, 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

36. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

37. AIT and AMT each undertake the duties and obligations of this Agreement for itself, its successors, heirs, and legal representatives, and by this instrument intend to create a joint and several liability for each with regard to the obligations of the SERVICE PROVIDER under this Agreement. This Agreement constitutes the entire agreement of the Parties and such is intended as a 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.



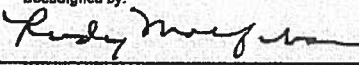
IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER:  
Aztech Inspections & Testing, LLC

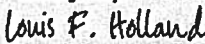
DocuSigned by:  
  
CA3872633D3C4B9...

Claire Kohatsu, Managing Member  
Name and Title (Print)

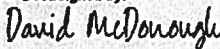
State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
C4C7C5C0584445...  
Director

Approved as to Legality and Form:

DocuSigned by:  
  
534784170C844C7...  
Deputy Attorney General

Aztech Materials Testing, Inc.

DocuSigned by:  
  
814B5B8523B4461

David McDonough President  
Name and Title (Print)

**Attachment A**  
**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

I, Claire Kohatsu (Name of party signing affidavit and Proposal Form) Managing Member  
(title) being duly sworn do depose and say: That Claire Kohatsu (name of person,  
firm, association, or corporation) has not, either directly or indirectly, entered into agreement,  
participated in any collusion, or otherwise taken any action in restraint of free competitive  
bidding in connection with this contract; and further that, except as noted below to the best of  
knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

DocuSigned by:  
Claire Kohatsu  
Signature

Managing Member  
Title

5/17/2016  
Date

**Attachment B**

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

(1) No Federal appropriate 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 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, title 31, U.S. 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.

Claire Kohatsu

Name (please type or print)

DocuSigned by:

Claire Kohatsu

Signature

Managing Member

Title



### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> x a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> ____ Prime ____ Subawardee Tier _____, if known  Congressional District, if known : _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known : _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable : _____		
<b>8. Federal Action Number, if known :</b>			<b>9. Award Amount, if known :</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):     (attach Continuation Sheet(s) SF-LLLA, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a ) (last name, first name, MI):     (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____			<b>13. Type of Payment (circle all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____		
<b>12. Form of Payment (Circle all that apply):</b> a. cash b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>     (attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> Yes _____ No _____					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>					
			DocuSigned by: Signature: <u>Claire Kohatsu</u> CASSID2553D56489 Print Name: <u>Claire Kohatsu</u> Title: <u>Managing Member</u> Telephone No.: <u>702-247-7645</u> Date: <u>5/17/2016</u>		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment C  
Service Providers Cost  
Certification of Final Indirect Costs**

Firm Name: Aztech Inspections & Testing, LLC

Indirect Cost Rate Proposal: \$5,151,917.35

Date of Proposal Preparation (mm/dd/yyyy): 03/21/2016

Agreement Period (mm/dd/yyyy to mm/dd/yyyy): 05/01/2016 to 05/31/2020

*I the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

DocuSigned by:  
Signature:   
CA5872653D584B9...

Name of Certifying Official:

Title:

Date of Certification (mm/dd/yyyy):



15CBBD34-00A5-436A-8B47-AAB14FCFCAE5

P532-15-040 - Attachment D

**n-NEON - Testers Only - CM Fee Estimate**

[illegible]



25CBB034-00A5-438A-9B47-AAB14FCFCAE5

P532-15-040 - Attachment D

a - MSDM - Factors Only - CBI Fee Estimate

Job Location	Rate	OT Rate	Hiring Fee	Rate	Calendar Year 2015																					
					January 2015		February 2015		March 2015		April 2015		May 2015		June 2015		July 2015		August 2015		September 2015		October 2015		November 2015	
					Estimated Working Days: 21	Estimated Working Days: 19	Estimated Working Days: 27	Estimated Working Days: 25	Estimated Working Days: 28	Estimated Working Days: 21	Estimated Working Days: 21	Estimated Working Days: 23	Estimated Working Days: 20	Estimated Working Days: 22	Estimated Working Days: 29											
					Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours	Reg Hours	OT Hours				
4 Engineer	\$41.00	\$91.50	\$148.16	\$728.64	8	0	8	0	8	0	8	0	8	0	8	0	8	0	8	0	8	0	8	0		
Accounting	\$93.00	\$46.50	\$75.75	\$329.25	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0		
					\$1,341.30	\$1,341.30	\$2,341.30	\$2,341.30	\$3,341.30	\$3,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30	\$1,341.30			
2016																										
Field Tester	\$42.80	\$63.90	\$104.03	\$154.04	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
Field Tester	\$39.00	\$54.50	\$95.26	\$142.86	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
Field Tester	\$43.60	\$65.40	\$108.67	\$159.71	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
Field Tester	\$42.80	\$63.90	\$104.03	\$154.04	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
Field Tester	\$42.80	\$63.90	\$104.03	\$154.04	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
Field Tester	\$42.80	\$63.90	\$104.03	\$154.04	168	23.6	152	20.4	176	25.2	168	23.6	176	25.2	168	23.6	168	23.6	152	20.4	0	0.0	0	0.0		
					\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$108,794.77	\$13,909.55	\$0.00	\$0.00	\$0.00	\$0.00		
					\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$11,126.43	\$2,622.87	\$0.00	\$0.00	\$0.00	\$0.00		
2017																										
Field Tester	\$44.85	\$67.28	\$109.52	\$164.29	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	252	30.4		
Field Tester	\$39.00	\$56.50	\$95.24	\$142.86	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	252	30.4		
Field Tester	\$46.85	\$68.78	\$111.97	\$167.95	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	352	30.4		
Field Tester	\$44.85	\$67.28	\$109.52	\$164.29	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	352	30.4		
Field Tester	\$44.85	\$67.28	\$109.52	\$164.29	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	352	30.4		
Field Tester	\$44.85	\$67.28	\$109.52	\$164.29	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	176	23.2	352	30.4		
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118,873.54	\$0.00	\$0.00	\$0.00		
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,071.26	\$29,475.63	\$0.00	\$0.00		
					\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52	\$136,276.30	\$14,925.52		
2018																										
\$1,000.00	\$1,000.00				6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00	6	\$6,000.00		
\$30.00	\$30.00				6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00	6	\$1,800.00		
\$4,000.00	\$4,000.00				1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00		
\$1,300.00	\$1,300.00				1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00	1	\$1,300.00		
\$2,000.00	\$2,000.00				0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
\$400.00	\$400.00				3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00	3	\$1,200.00		
\$1,020.00	\$1,020.00				1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00		
\$300.00	\$300.00				1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00	1	\$300.00		
\$800.00	\$800.00				1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00	1	\$800.00		
\$100.00	\$100.00				1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00		
\$0.00	\$0.00				0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Total Direct Costs/Research					\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00	\$15,940.00		
Total Center					\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52	\$116,276.30	\$14,925.52		

!5CBBD34-00A5-436A-9B47-AAB14FCFCAE5

P532-15-Q4D - Attachment D

**q - ICEOR - Testers Only - CM Fee Estimate**

[illegible]

AZTECH VEHICLE COST ANALYSIS

NEON Trucking

Itemized Vehicle Costs	Monthly Data	Monthly Rate with Tax
2015 Monthly Rates: Cost from Aztech		
Leasing	\$550.00	\$550.00
Taxes (Retail Fee, Sales Tax, and Recovery Grants)	\$45.00	\$
Insurance Rate	\$155.00	\$
Maintenance	\$50.00	\$
Fuel*	\$188.00	\$
Total Monthly Vehicle Costs	\$988.00	\$ 738.00
		Rate \$1000

* Fuel Cost Summary	50 miles per day
	16 mpg
	3 gal per day
	\$3.00 per gal
	\$9 per fuel
	22 days per month
Total Monthly Fuel Cost	\$198 monthly / fuel cost



**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
*Budget Division*

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 3, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Paul Nicks, Budget Analyst  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Transportation (NDOT) requests authority to contract with Mr. Roberto Funcion who is employed Aztech Inspections and Testing, LLC. Aztech is currently under agreement with NDOT to provide the Construction Crew Augmentation Testing services for Project NEON. Aztech is proposing to use Mr. Funcion as a materials tester.

Additional Information:

Mr. Funcion resigned from the state in May 2016 and is currently employed by Aztech. He has 9 years of experience with Nevada Department of Transportation.

Statutory Authority:

NRS 333.705

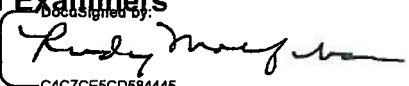
REVIEWED: JM  
ACTION ITEM: 6D-3



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
(Use Local Information)

## MEMORANDUM

May 31, 2016

To: State of Nevada Board of Examiners  
From: Rudy Malfabon, Director   
Subject: Authorization to Contract with a Former Employee

RECEIVED

JUN 03 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

### SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. Roberto Funcion, resigned from State service on May 20<sup>th</sup>, 2016 and has been employed by Aztech Inspections and Testing, LLC. Aztech is proposing to use Mr. Funcion as a tester for Project NEON.

### BACKGROUND

Aztech is currently under agreement with the NDOT to provide Construction Crew Augmentation Testing services for Project NEON. This agreement will provide the Resident Engineer the construction materials testing staff and equipment needed to successfully test the materials incorporated into project NEON. Due to the aggressive schedule submitted by project NEON's contractor the department realized an additional need for testing services and requested additional testing support from Aztech during the agreement negotiation. Aztech has since hired Mr. Funcion and is proposing him as an Engineering Technician working as a materials tester.

When Mr. Funcion resigned from state service as an engineering technician he was not at a level that would have any authority over a consultant procurement or agreements including Aztech's agreement with the NDOT. For construction augmentation agreements those duties are typically a manager level or higher responsibility.

### RECOMMENDATION

We respectfully request your consideration for approval for Mr. Funcion to be approved as a materials testers for project NEON.

## **Authorization to Contract with a Former Employee**

<b>Former Employee Name:</b>	<u>Roberto Funcion</u>
<b>Former Employee ID number:</b>	<u>38620</u>
<b>Former Job Title:</b>	<u>Technician 3 C914</u>
<b>Former Employing Agency:</b>	<u>NV Department of Transportation</u>
<b>Former Class and Grade:</b>	<u>Pay Grade 30, Step 3</u>
<b>Employment Dates:</b>	<u>April 2, 2007 through May 20, 2016</u>
<b>Contracting Agency:</b>	<u>NV Department of Transportation</u>

Please check which of the following applies:

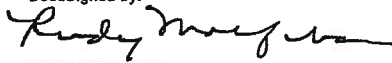
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The agreement is for construction materials testing services for project NEON. Employee will be responsible for sampling, testing, and reporting results for highway construction materials.
b. Document former job description.	Engineering Technician III - responsible for field and laboratory testing and inspections for various project assigned to Crew 914.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No, Mr. Funcion expertise and certifications as a tester are not highly specialized and many people in the department and the consulting community could perform the same function. Mr. Funcion is being proposed because he is an experienced NAQTC certified tester proficient in NDOT test methods and fully understands NDOT policies and procedures regarding materials testing and construction.
d. Explain why existing State employees within your agency cannot perform this function.	The departments current staffing levels for construction testers is insufficient to handle the current program and the department is hiring consultant staff to augment our testing needs on many different projects.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	There is no known relationships between Roberto Funcion, Aztech staff and management or the NDOT Construction Division where the agreement is managed

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Aztech has already entered into an agreement with the NDOT. The agreement was awarded to Aztech based on their response to a request for proposal for services. Mr. Funcion will be filling an additional position requested by the department to meet the demands of the project set by Project NEON contractor's aggressive schedule. They had the highest scored proposals and where awarded the agreement based on NDOT policy and procedures.

Comments:

DocuSigned by:  
  
 C4C7CE5CD584445

6/3/2016

Contracting Agency Head's Signature and Date



Budget Analyst

6/3/16

Clerk of the Board of Examiners

# NEVADA DEPARTMENT OF TRANSPORTATION AGREEMENT SUMMARY SHEET

Agreement No. P532-15-040 Amendment No. \_\_\_\_\_ Task Order No. \_\_\_\_\_ Task Order Amendment No. \_\_\_\_\_  
 Start Date: 05/17/16 End Date: 06/30/2020 Amendment Date: \_\_\_\_\_ Procured by: RFP  
 Agreement Type: Service Provider Agreement Sub-Type: Construction Procurement No.: RFP 532-15-040  
 Purpose: Crew 915 Testing Augmentation, Project NEON Phases 1-4

County(ies) where work is being performed: Clark

Contact Person: Lisa Schettler Phone No.: 775-888-7496 Email: lschettler@dot.state.nv.us  
 Project Manager: Lisa Schettler Phone No.: 775-888-7496 Email: lschettler@dot.state.nv.us

## Second Party Information

Contact Person: Claire Kohatsu, P.E. Email: claire@aztechmaterials.com Phone No.: 775-829-8383  
 Company Name: Aztech Inspections & Testing, LLC NV Business License No.: NV20091455548  
 Primary Address: 4700 Copper Sage Street, Las Vegas, Nevada 89115 Business License Expiration: 03/31/2017  
 Invoice Remit To Address: 4700 Copper Sage Street, Las Vegas, Nevada 89115 Business License Search

## Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$5,151,917.35 Org No. Responsible for Billing: C040 Funding Percentage: \_\_\_\_\_  
 Payable Amount: \$5,151,917.35 Fixed Fee %: 10 Payment Code: Payable Federal %: 95  
 Receivable Amount: \$0.00 Overhead %: 122 Payment Cycle: Monthly State %: 5  
 Amendment Amount: \$0.00 Retention %: 0 Security Deposit: Yes ☐ No ☒ Local %: 0  
 Fed Participation: Yes ☒ No ☐ In-Kind Services: Yes ☐ No ☒ Deposit Amount: \_\_\_\_\_ DBE Goal: 4.5  
 Appr Unit: 466006 Activity: 1310 Object: 814B Job/Project: 60670

## Project Identification

Project ID No.: STP-015-1(155) Contract: 001-15-015  
 EA No.: 60670 Other: \_\_\_\_\_

## Board Approval

Yes ☐ No ☐ Transportation ☐ BOE ☐ Meeting Date: \_\_\_\_\_ BOE Contract No.: \_\_\_\_\_  
 Approved Date: \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☐  
 If yes, who, where did they work, and when did they leave?

## Review Approval:

Asst. Director \_\_\_\_\_  
 Dist./Div. Head ALM 4/9/16  
 Environmental \_\_\_\_\_  
 IT 4/18/16  
 Legal 4/18/16  
 Proj. Accting. \_\_\_\_\_  
 Right of Way \_\_\_\_\_

## Final Distribution

Recipient: \_\_\_\_\_

## Required docs to start process:

(to be completed by Admin Services)

Original Summary Sheet: ☒

Original Form 2A: ☒

Electronic Draft of Agreement: ☒

Agree Services 4/18/16

## Execution:

(to be completed by Admin Services)

☒ Do Not Pay (Federal only)

☒ NV Board of Engineers

☒ AGMM ☒ ANOT

☒ AGMT ☒ AGML

☒ Notice of Award Sent

☒ Tracking Log Updated

☒ Insurance Log Updated

Date/Initials 05/18/16

Verified 5/18/16

4-81 5-64



Agreement Number P532-15-040

## SERVICE AGREEMENT

This Agreement, made and entered into on 5/17/2016, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Aztech Inspections & Testing, LLC (AIT) and Aztech Materials Testing, Inc. (AMT) as a Joint Venture, 4700 Copper Sage Street, Las Vegas, Nevada 89115 (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

### WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 and Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Project No. STP-015-1(155), NEON Phases 1-4 Design-Build Project, and such project is necessary for Construction Engineering Services for Testing Augmentation of Crew 915 (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

### ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Project NEON Phases 1-4, Project ID 60670, Project No STP-015-1(155) is accomplished in conformance with the plans, specifications, and all other contract documents.

2. The SERVICE PROVIDER will provide up to six (6) Testers, a fully equipped Lab Trailer, nuclear gauges, trucks, and cell phones. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

3. The SERVICE PROVIDER shall use its own, or lease, vehicles which shall be equipped with high intensity flashing yellow strobe lights.

4. The SERVICE PROVIDER shall provide a principal engineer as required, who shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer. Principals shall be limited to billing no more than eight (8) hours per month, unless SERVICE PROVIDER has obtained prior approval from the DEPARTMENT.

5. The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of this Agreement, so as not to delay the progress of construction. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary to perform the assigned

duties. All testing personnel must meet and be certified under American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; certified under Nevada Alliance for Quality Transportation Construction (NAQTC) or certification under Western Alliance for Quality Transportation Construction (WAQTC) will be accepted in lieu of NAQTC. Personnel provided for testing must be approved by the DEPARTMENT prior to performance of work on this project. In the event the SERVICE PROVIDER fails to provide the required experienced, trained and/or certified personnel, the SERVICE PROVIDER shall reimburse the DEPARTMENT for all delays caused by such failure.

6. The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

7. The SERVICE PROVIDER shall provide testing personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project. The SERVICE PROVIDER shall have current licenses as required by the appropriate regulatory agencies. All SERVICE PROVIDER personnel who will operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. Nuclear density gauges provided by the SERVICE PROVIDER are not to be stored in any DEPARTMENT facility, or transported by DEPARTMENT personnel. The SERVICE PROVIDER is responsible to provide their own storage facility and transportation for nuclear density gauges during the duration of the project.

8. The SERVICE PROVIDER will provide one (1) field laboratory of the minimum size as required by the DEPARTMENT and including any cabinets, shelves, sinks, counter space and filing cabinets needed. The fully operational field lab trailer shall be at the project site within thirty (30) days of execution of an agreement. The laboratory must be wired for 220 volts and have the exhaust vent required for the testing equipment needed for the project. The laboratory will contain equipment needed to perform the testing on the project including but not limited to sieves, sieve shakers, scales, balances, sample splitters, drying devices such as ovens and burners, sand equivalent test set, specific gravity testing equipment, proctor compaction set, sand volume apparatus, nuclear testing devices, concrete testing equipment, density testing equipment, dry film thickness testing equipment, asphalt content tester and other miscellaneous equipment needed such as sampling devices, pans and tools. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

9. The SERVICE PROVIDER shall be familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project are familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for field testing in accordance with DEPARTMENT's specifications, documentation procedures, Construction Manual, and Documentation Manual.

10. The SERVICE PROVIDER agrees to comply with all requirements contained in the underlying Request for Proposal which is incorporated into this Agreement by reference.

## ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including May 31, 2020, unless a change extending the term is further agreed to by written



amendment signed by all parties to this Agreement, and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not

unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);

2. If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.



10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of the DEPARTMENT, shall be void.

15. The SERVICE PROVIDER agrees to complete and sign Attachment A - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," Attachment B - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

16. This Agreement shall not become effective until and unless approved by the State Transportation Board.

17. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state

provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

### ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause twenty (20) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. 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 the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE



PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT, and final payment is made.

#### ARTICLE IV - COST

1. The "specific rates of compensation" method of compensation shall be used for the SERVICE PROVIDER's services.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Five Million One Hundred Fifty-One Thousand Nine Hundred Seventeen and 35/100 Dollars (\$5,151,917.35), which includes the rate.

3. The rates will be reimbursed at the rates shown in Attachment D – Cost Proposal, and shall include direct salary costs, indirect costs, other direct costs, and fixed fee. Changes to the staffing and rates in Attachment D which does not affect the total cost of the agreement can be made with prior written approval from the DEPARTMENT.

4. The DEPARTMENT will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by the DEPARTMENT.

5. The SERVICE PROVIDER is required to submit a monthly progress report in the DEPARTMENT's format showing the status of the professional services and the degree of completion thereof.

6. The SERVICE PROVIDER agrees to complete and sign Attachment C - Service Provider Cost Certification of Final Indirect Costs, attached hereto and incorporated herein.

7. Direct Non-Salary Costs may be Included for payment but only if they are incurred as a part of the SERVICE PROVIDER's normal established policy and practice and not Included under any other category and are reasonable and necessary costs Incurred solely for the purpose of prosecuting the work required by this Agreement. Direct Non-Salary Costs shall not exceed the rates set forth in Attachment D - Cost Proposal, attached hereto and incorporated herein. These items include but are not limited to the following:

a. Transportation including: vehicle rentals, vehicle ownership costs including operating and normal maintenance costs. Transportation costs for the engineering technician shall be paid at an agreed price of One Thousand and No/100 Dollars (\$1,000.00), per month (or a portion thereof), per vehicle. If needed, a vehicle rental will be paid for by invoiced amount.

b. Communication including telephone, postage, parcel post, air freight, package express and cellular phones. Cellular phone shall be paid at the agreed price Twenty and No/100 Dollars (\$20.00), per phone per month.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted

on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted.

2. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

5. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid



by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to Independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial Insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

7. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

8. The SERVICE PROVIDER shall furnish a Certificate, a Declarations Page, and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a thirty (30) calendar day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

9. All insurance required by this Agreement shall be placed with Insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

10. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

11. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

12. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

13. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination, or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.



16. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or Instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the State of Nevada, and the employees, officers, and agents of the State of Nevada from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.



22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html). The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) calendar days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn: Sharon Foerschler, P.E.  
Nevada Department of Transportation  
Division: Construction Division  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7460  
E-mail: [sfoerschler@dot.state.nv.us](mailto:sfoerschler@dot.state.nv.us)

FOR SERVICE PROVIDER: Claire Kohatsu, P.E.  
Aztech Inspections & Testing, LLC  
4700 Copper Sage Street  
Las Vegas, Nevada 89115  
Phone: 702-247-7645  
Fax: 702-253-1086  
E-mail: [claire@aztechmaterials.com](mailto:claire@aztechmaterials.com)

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

34. Except as otherwise provided for by law or this Agreement, 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

36. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

37. AIT and AMT each undertake the duties and obligations of this Agreement for itself, its successors, heirs, and legal representatives, and by this instrument intend to create a joint and several liability for each with regard to the obligations of the SERVICE PROVIDER under this Agreement. This Agreement constitutes the entire agreement of the Parties and such is intended as a 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.



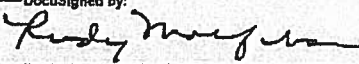
IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER:  
Aztech Inspections & Testing, LLC

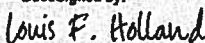
DocuSigned by:  
  
CA3672633D5C4B9...

Claire Kohatsu, Managing Member  
Name and Title (Print)

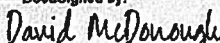
State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
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Director

Approved as to Legality and Form:

DocuSigned by:  
  
531784170C844C7...  
Deputy Attorney General

Aztech Materials Testing, Inc.

DocuSigned by:  
  
814B5B8523B4481...

David McDonough President  
Name and Title (Print)

**Attachment A**  
**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

I, Claire Kohatsu (Name of party signing affidavit and Proposal Form) Managing Member  
(title) being duly sworn do depose and say: That Claire Kohatsu (name of person,  
firm, association, or corporation) has not, either directly or indirectly, entered into agreement,  
participated in any collusion, or otherwise taken any action in restraint of free competitive  
bidding in connection with this contract; and further that, except as noted below to the best of  
knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

DocuSigned by:  
Claire Kohatsu  
Signature

Managing Member  
Title

5/17/2016  
Date



Attachment B

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

(1) No Federal appropriate 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 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, title 31, U.S. 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.

Claire Kohatsu

Name (please type or print)

DocuSigned by:

Claire Kohatsu

Signature

Managing Member

Title

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> x a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> ____ Prime ____ Subawardee Tier _____, if known  Congressional District, if known :			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known :		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable :		
<b>8. Federal Action Number, if known :</b>			<b>9. Award Amount, if known :</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI ):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a ) (last name, first name, MI ):		
(attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual ____ planned			<b>13. Type of Payment (circle all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____		
<b>12. Form of Payment (Circle all that apply):</b> a. cash b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> ____ Yes ____ No					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>					
			DocuSigned by: Signature: <u>Chaire Kohatsu</u> C:\SF2653054189 Print Name: <u>Chaire Kohatsu</u> Title: <u>Managing Member</u> Telephone No.: <u>702-247-7645</u> Date: <u>5/17/2016</u>		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment C  
Service Providers Cost  
Certification of Final Indirect Costs**

Firm Name: Aztech Inspections & Testing, LLC

Indirect Cost Rate Proposal: \$5,151,917.35

Date of Proposal Preparation (mm/dd/yyyy): 03/21/2016

Agreement Period (mm/dd/yyyy to mm/dd/yyyy): 05/01/2016 to 05/31/2020

*I the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief*

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

DocuSigned by:  
Signature: *Claire Kohnatsu*  
CA5872653D564B9...

Name of Certifying Official:

Title:

Date of Certification (mm/dd/yyyy):

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Page	140/140	Page One Number	122.00/122
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25CBBD34-00A5-436A-9847-AAB14FCFCAE5

P533-15-040 - Attachment D

**a - NEON - Trainers Only - Call For Estimate**

[illegible]

P532-15-040 - Attachment D

**8 - MICHIGAN - Teachers Only - Call For Estimates**

23

15CBBD34-08A5-438A-8B47-AAB14FCFAE5

P532-15-040 - Attachment D

a - All OH - Tardies Only - CM Fee Estimate

Person	Calendar Year 2019				Calendar Year 2019				Calendar Year 2019				Calendar Year 2019				Calendar Year 2019				Calendar Year 2019										
	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019							
Estimated Working Days:	23	18	23	21	23	22	22	22	20	22	22	0	23	18	23	21	23	22	22	22	20	22	22	0							
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Engineer	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate	OT Rate						
Accounting	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31	\$62.00	\$91.00	\$151.90	\$277.31			
	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08	\$1,185.08			
Field Tester	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28			
Field Tester	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52	\$40.00	\$60.00	\$97.68	\$146.52			
Field Tester	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39	\$45.88	\$68.78	\$111.97	\$187.39			
Field Tester	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28	\$44.85	\$67.28	\$109.52	\$164.28			
	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64	\$11,381.35	\$172,020.64		
	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	\$21,606.13	\$3,415.41	
Field Tester	\$47.10	\$70.65	\$113.62	\$172.31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Field Tester	\$40.00	\$60.00	\$97.68	\$146.52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Field Tester	\$40.00	\$60.00	\$97.68	\$146.52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Field Tester	\$47.10	\$70.65	\$113.62	\$172.31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	\$94,991.63	\$14,591.63	
\$1,000.00	\$1,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00	4	\$4,000.00
\$200.00	\$200.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00	4	\$800.00
\$4,000.00	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00
\$2,000.00	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
\$800.00	\$800.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00	3	\$2,400.00
\$1,020.00	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00
\$200.00	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00	1	\$200.00
\$600.00	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00	1	\$600.00
\$100.00	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00
\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Total OH (Cost/Min)		\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00	\$17,400.00	\$12,400.00
Total Costs:		\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83	\$107,391.63	\$94,474.83



ALTECH VEHICLE COST ANALYSIS

NEON Testing

Identified Vehicle Costs	Monthly Rate	Monthly Mileage	Monthly Rate with F.A.
2015 Monthly Rate Vehicle Cost from Acme			
Leasing	\$550.00		\$550.00
Taxes (Permit Fee, Sales Tax, and Recovery Surcharge)	\$45.00	\$	208.00 \$0.18 per mile/mileage and fuel
Insurance Rate	\$155.00	\$	-
Maintenance	\$50.00	\$	-
Fuel*	\$188.00	\$	-
Total Monthly Vehicle Costs	\$988.00	\$	758.00
			\$47 \$1000

\* Fuel Cost Summary

50 miles per day
15 mpg
3 gal per day
\$3.00 per gal
\$9 day / per fuel
22 days per month
monthly fuel cost
\$198

Total Monthly Fuel Cost

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
*Budget Division*

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: May 31, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Bessie J. Wooldridge, Budget Analyst *BW*  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND  
BEHAVIORAL HEALTH**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the division requests retroactive authority to contract with Natalie Reavy from May 16, 2016 through September 30, 2016 and Jacquelyn Bonde from November 30, 2015 through September 30, 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Additional Information:

DPBH hired a total of two Nevada System of Higher Education student workers/graduate assistants through temporary contract agencies, from November 2015 through September 2016 (see list contained in the attached DPBH memos and related Authorization to Contract with a Current/Formal Employee forms). Please note, the division requested and received retroactive approval for a similar reason at the May 2014, October 2015 and June 2016 Board of Examiner's meeting.

Statutory Authority:

NRS 333.705

REVIEWED: *[Signature]*  
ACTION ITEM: 7

BRIAN SANDOVAL  
*Governor*

RICHARD WHITLEY, MS  
*Director*

STATE OF NEVADA



CODY L. PHINNEY, MPH  
*Administrator*

LEON RAVIN, MD  
*Acting Chief Medical Officer*

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

4150 Technology Way, Suite 300  
Carson City, NV 89706  
Telephone: (775) 684-4200 · Fax: (775) 684-4211

May 25, 2016

To: Bessie Wooldridge, Budget Analyst  
Department of Administration

Through: Richard Whitley, MS, Director  
Department of Health and Human Services

From: *for* Cody L. Phinney, MPH, Administrator *OKA*  
Division of Public and Behavioral Health

Subject: Board of Examiners  
NRS 333.705 (AB 240) Retroactive Approval to Hire a Current State Employee

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NRS 333.705 precludes contracting with a person who is a current employee of a state agency or a former employee of a state agency within the past two years without Board of Examiner review and/or approval. These provisions also apply to employment through a temporary employment agency. Approval of the BOE requires the BOE to determine the person provides services that are not provided by any other employee of the using agency or for which a critical labor shortage exists or that there is a short-term need or unusual economic circumstance that exists.

The Division of Public and Behavioral Health is requesting retroactive approval for graduate assistants / student workers that were hired via subgrants in state fiscal year 2016. When AB 240 went into effect the Division put in measures to review and confirm with university / college human resources to ensure that employees hired through the temporary contract agencies complied with the Department's two-year policy on hiring previous state employees. The former temporary employees were confirmed to have been graduate assistants / student workers but were not designated as Nevada System of Higher Education (NSHE) employees due to the temporary nature of their positions and the fact that they did not contribute into the state retirement system. It was later brought to our attention these employees received a W-2 from NSHE and therefore might be considered previous State employees excluding them from working on Division projects through a temporary contract agency. The Department therefore sought clarification from the Budget Office and Attorney General's Office (see-attached correspondence).

The Purchasing Division confirmed that the NSHE graduate assistants / student workers appeared to be included as prior employees of a state agency under NRS 333.705(1). This was also confirmed when the Division presented at the May 2014 BOE meeting (minutes attached, see agenda item number 6, c starting on page 13).

Individuals who have worked with the Nevada System of Higher Education are often employed in positions at the Division that provide them on-the-job experience in their field of study and results in a source of trained workers to assist meeting our workforce needs. At the May 2014 meeting, the Division requested a blanket pre-approval to hire in these situations. This request was not approved as it was determined the BOE does not have the authority to grant such a request because the approval to contract is person-specific. The department had submitted a BDR requesting a change to the statute for consideration next legislative session; however, the BDR was not approved. Therefore, the Division is requesting that the provision that was allowed previously be continued; subsection 4 of NRS 333.705. This provision allows an agency to contract with a current or former employee (within past 2 years) for less than 4 months without prior approval of BOE if the DHHS Director approves and then seek retroactive approval at BOE. As many of these interns continue to work limited hours for the Division after the summer internship is over until graduation, we are also requesting approval to allow employment for longer than 4 months.

The contractors are as follows:

The dates noted are employment dates with the Division of Public and Behavioral Health.

Natalie Reavy- Contract dates (May 16, 2016 – September 30, 2016)

Jacquelyn Bonde- Contract dates (November 30, 2015 – September 30, 2016)

We respectfully ask that these items be placed on the upcoming BOE agenda.

## Authorization to Contract with a Current Employee

<b>Employee Name:</b>	<u>Natalie Reavy</u>
<b>Employee ID number:</b>	<u>N/A</u>
<b>Job Title:</b>	<u>Graduate Assistant</u>
<b>Current Agency:</b>	<u>University of Nevada, Reno</u>
<b>Current class and grade:</b>	<u>N/A</u>
<b>Employment Dates:</b>	<u>2015 to Current</u>
<b>Contracting Agency:</b>	<u>Nevada Public Health Foundation</u>

Please check which of the following applies:

Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The work is to examine hepatitis C virus (HCV) data and Human Immunodeficiency Virus (HIV) lab and care data from various databases to understand HCV care among HIV positive individuals. The end goal is to develop an assessment of Nevada's HCV care data and to examine HIV/HCV co-infection care and treatment. The aim is to identify at-risk populations in the community and increase the number of co-infected individuals being treated for HCV. Deliverables include complete written report as well as PowerPoint presentation to be presented to community stakeholders.
b. Document the employee's current job description.	Graduate Assistant at the University of Nevada Reno
c. Explain how this differs from current State duties.	The work is focused in the health related area pertaining to the degree fields of the interns. This program is an extension of their degree allowing the students to gain experience as well as knowledge.
d. Explain why existing State employees within your agency cannot perform this function.	Existing state staff are not able to complete this additional analysis and report along with their current duties.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	No relationships exist.

f. List contractor's hourly rate.	\$19.40
g. List the range of comparable State employee rates.	HRA I, Grade 32-01, \$19.40 HRA I, Grade 32-05, \$23.03 HRA I, Grade 32-10, \$28.63
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	Position is being hired at the equivalent of a Health Resource Analyst I, Grade 35/Step 1.
i. Identify the date and time the contract work will be performed.	The contract is for 300 hours between May 23 <sup>rd</sup> and September 30, 2016. The schedule will vary based on different phases of the project.
j. Identify the State employee's work schedule.	The work for the state varies depending on the needs of the professor they are reporting to during their graduate assistantship.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Controls will include both discussing during contract meetings as well as timesheets will be audited to confirm that work for state did not overlap work for contract.
l. Document the justification for hiring contractor.	This project/work is temporary and will not require an ongoing FTE to complete the activities.

Comments:

Christina D. Lindert for Cody Phunney 5/19/16  
Contracting Agency Head's Signature and Date

Tom Rose 5/26/2016  
Current Employee's Agency Head's Signature and Date

Bessie G. Woodcliff 5/31/2016  
Budget Analyst

\_\_\_\_\_  
Clerk of the Board of Examiners

## Authorization to Contract with a Current Employee

<b>Employee Name:</b>	<u>Jacquelyn Bonde</u>
<b>Employee ID number:</b>	<u></u>
<b>Job Title:</b>	<u>Graduate Assistant</u>
<b>Current Agency:</b>	<u>University of Nevada, Reno</u>
<b>Current class and grade:</b>	<u>N/A</u>
<b>Employment Dates:</b>	<u>2015 to Current</u>
<b>Contracting Agency:</b>	<u>Nevada Public Health Foundation</u>

Please check which of the following applies:

Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	<p>The contract work complete data analysis on Supplemental Nutrition Assistance Program data and other nutrition (SNAP) or state assistance programs, as well on the following datasets:</p> <ul style="list-style-type: none"> <li>• The Behavioral Risk Factor Surveillance Survey</li> <li>• The Youth Risk Factor Surveillance System (YRBSS)</li> <li>• School Height and Weight Data</li> <li>• Hospital Discharge Billing Data</li> <li>• Vital Statistics</li> <li>• Baby Bears Survey/WIC</li> <li>• SNAP Datasets</li> </ul> <p>This analysis is to drive and evaluate program intervention and better address the nutritional needs of Nevadans. Deliverables include Power Point presentation highlighting findings, Epidemiological report summarizing findings.</p>
b. Document the employee's current job description.	Graduate Assistant at the University of Nevada, Reno.
c. Explain how this differs from current State duties.	The work is focused in the health related area pertaining to the degree fields of the interns. This program is an extension of their degree allowing the students to gain experience as well as knowledge.
d. Explain why existing State employees within your agency cannot perform this function.	Existing state staff are not able to complete this additional analysis and report along with their current duties.
e. Document if the individual overseeing or establishing the contract is related to	No relationships exist.



h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	Position is being hired at the equivalent of a Health Resource Analyst I, Grade 35/Step 1.
i. Identify the date and time the contract work will be performed.	The contract is for 300 hours between May 23 <sup>rd</sup> and September 30, 2016. The schedule will vary based on different phases of the project.
j. Identify the State employee's work schedule.	The work for the state varies depending on the needs of the professor they are reporting to during their graduate assistantship.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Controls will include both discussing during contract meetings as well as timesheets will be audited to confirm that work for state did not overlap work for contract.
l. Document the justification for hiring contractor.	This project is temporary and will not require an ongoing FTE to complete the activities.

Comments:

Christi Blalock for Cody Phinney 5/19/16  
Contracting Agency Head's Signature and Date

Karen Sando Letter 5/25/16  
Current Employee's Agency Head's Signature and Date

Bessie J. Caldwell 5/12/2016  
Budget Analyst

\_\_\_\_\_  
Clerk of the Board of Examiners



For Budget Division Use Only	
Reviewed by:	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	6-8-14


# **STATEWIDE LEASE INFORMATION**

## **FIRST AMENDMENT**

1. Agency:	Department of Business and Industry Division of Industrial Relations, Mine Safety 400 West King Street, Suite 210 Carson City, Nevada 89703 contact: Jeff Bixler phone: 775.684.7095 fax: 775.687.8259 email: jbxler@business.nv.gov				
Remarks:	This lease amendment was negotiated to facilitate the construction costs and reallocation of space for the agencies at this location.				
Exceptions/Special notes:	Total construction costs for this project are \$20,826.64 and Mine Safety's portion of this cost, as equated based on their percentage of space occupied, is \$3,258.16.				
2. Name of Landlord (Lessor):	TG Sheppard 1995 Family Limited Partnership				
3. Address of Landlord:	605 West Haskell Street Winnemucca, Nevada 89445				
4. Property contact:	Dawn Rookstool, Center 21 Sonoma Realty 775.623.5045 phone 775.623.1061 fax dawn.rookstool@century21.com				
5. Address of Lease property:	475 West Haskell Street Winnemucca, NV 89445				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable 765 <input type="checkbox"/> Usable				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$663.25	3	\$1,989.75	August 1, 2016 - October 31, 2016	\$0.87
0%	\$663.25	12	\$7,959.00	November 1, 2016 - October 31, 2017	\$0.87
2%	\$676.52	12	\$8,118.24	November 1, 2017 - October 31, 2018	\$0.88
0%	\$676.52	12	\$8,118.24	November 1, 2018 - October 31, 2019	\$0.88
2%	\$690.05	12	\$8,280.60	November 1, 2019 - October 31, 2020	\$0.90
0%	\$690.05	12	\$8,280.60	November 1, 2020 - October 31, 2021	\$0.90
2%	\$703.85	12	\$8,446.20	November 1, 2021 - October 31, 2022	\$0.92
c. Total Lease Consideration:	75		\$51,192.63		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5%/90
f. Term:	Six (6) years, Five (5) months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:					
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4686				
6. Purpose of the lease:	To house Mine Safety				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input checked="" type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

 5-13-2016  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV19951040409</u>	Exp:	<u>12/31/2016</u>	2
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T41772100</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
Public Works Division

ht  
For Board of Examiners ☐ YES ☐ NO

For Budget Division Use Only	
Reviewed by: <i>BBW</i>	<i>6/3/16</i>
Reviewed by:	
Reviewed by:	


## STATEWIDE LEASE INFORMATION

### FIRST AMENDMENT

1. Agency:	Department of Health and Human Services Aging and Disability Services Division, Early Intervention Services 1020 Ruby Vista Drive, Suite 102 Elko, Nevada 89801 Martha Schott-Bernius phone: 775.753-1214 fax: 775.753.6017 email: mschott@adsd.nv.gov				
Remarks:	This lease amendment was negotiated to facilitate the construction costs and reallocation of space for the agencies at this location.				
Exceptions/Special notes:	Total construction costs for this project are \$20,826.64 and Early Intervention Services' portion of this cost, as equated based on their percentage of space occupied, is \$4,599.75.				
2. Name of Landlord (Lessor):	TG Sheppard 1995 Family Limited Partnership				
3. Address of Landlord:	605 West Haskell Street Winnemucca, Nevada 89445				
4. Property contact:	Dawn Rookstool, Center 21 Sonoma Realty 775.623.5045 phone 775.623.1061 fax dawn.rookstool@century21.com				
5. Address of Lease property:	475 West Haskell Street Winnemucca, NV 89445				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable 1,080 <input type="checkbox"/> Usable				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$936.36	3	\$2,809.07	August 1, 2016 - October 31, 2016	\$0.87
2%	\$955.08	12	\$11,461.00	November 1, 2016 - October 31, 2017	\$0.88
0%	\$955.08	12	\$11,461.00	November 1, 2017 - October 31, 2018	\$0.88
2%	\$974.19	12	\$11,690.22	November 1, 2018 - October 31, 2019	\$0.90
0%	\$974.19	12	\$11,690.22	November 1, 2019 - October 31, 2020	\$0.90
2%	\$993.67	12	\$11,924.03	November 1, 2020 - October 31, 2021	\$0.92
0%	\$993.67	12	\$11,924.03	November 1, 2021 - October 31, 2022	\$0.92
c. Total Lease Consideration:		75	\$72,959.57		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One identical term				
e. Holdover notice:	# of Days required 30 Holdover terms: 5%/90				
f. Term:	Six (6) years, Five (5) months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:					
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3208				
6. Purpose of the lease:	To house Early Intervention Services				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input checked="" type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

 5-6-16  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV19951040409</u>	Exp:	<u>12/31/2016</u>	3
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T41772100</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

  
Public Works Division

ht

For Board of Examiners

☒ YES

☐ NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	6/8/16
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services  
Division of Public and Behavioral Health, Environmental Health Services  
4150 Technology Way, Third Floor  
Carson City, Nevada 89706  
Debbie Ohl  
775.684.5915 Fax: 775.684.4211 dlohl@health.nv.gov

Remarks: This lease was negotiated to relocate the EHS staff to better accommodate the EMS' expanding staff. This location will serve as the main office for EHS staff to include professional and administrative personnel. This lease created a savings of \$27,902.03 over the term.

Exceptions/Special notes: This lease includes Tenant Improvements, 114 sqft additional space at no cost, and the first month free.

2. Name of Landlord (Lessor): Leftwich Family Trust

3. Address of Landlord: 3506 Hobbyhorse Lane  
Carson City, Nevada 89701

4. Property contact: Scott Leftwich  
775.220.6903 fax: 775.887.0366 scottyleftwich@aol.com

5. Address of Lease property: 727 Farview Drive, Suite D  
Carson City, Nevada 89701

a. Square Footage: ☐ Rentable ☒ Usable 2,621 Plus 114 sqft @ No Cost - For a total of 2,735 Square Feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$0.00	1	\$0.00	August 1, 2016 - August 31, 2016	\$1.15
\$3,014.15	11	\$33,155.65	September 1, 2016 - July 31, 2017	\$1.15
0% \$3,014.15	12	\$36,169.80	August 1, 2017 - July 31, 2018	\$1.15
0% \$3,014.15	12	\$36,169.80	August 1, 2018 - July 31, 2019	\$1.15

Increase %

c. Total Lease Consideration: 36 \$105,495.25

d. Option to renew: ☒ Yes ☐ No 90 Renewal terms: One identical Term

e. Holdover notice: # of Days required 30 Holdover terms: 5% / 90

f. Term: Three (3) Years

g. Pass-thrus/CAM/Taxes: ☒ Landlord ☐ Tenant

h. Utilities: ☒ Landlord ☐ Tenant

i. Janitorial: ☒ Landlord ☐ Tenant ☐ 3 day ☒ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

j. Repairs: Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate: \$1.68 - \$2.03 Carson City Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3194

6. Purpose of the lease: To house the Division of Public and Behavioral Health, Environmental Health Services

7. This lease constitutes:

- ☐ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☒ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated Moving Expenses: \$1,500.00 Furnishings: \$25,000.00 Data/Phones: \$8,400.00

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Christi Radich 6/1/16  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20101157602	Exp:	3/31/2017	10
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T27009833			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature]  
Authorized Signature  
Public Works Division

6.6.16  
Date

//

For Board of Examiners

☒ YES

☐ NO

For Budget Division Use Only	
Reviewed by: <u>TH</u>	<u>5/31/16</u>
Reviewed by:	
Reviewed by:	

## STATEWIDE LEASE INFORMATION

### FIRST AMENDMENT

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health, Rural Clinics 4150 Technology Way, Third Floor Carson City, Nevada 89706 Debbie Ohl phone: 775.684.5915 fax: 775.684.4211 email: dohl@health.nv.gov				
Remarks:	This lease amendment was negotiated to facilitate the construction costs and reallocation of space for the agencies at this location.				
Exceptions/Special notes:	Total construction costs for this project are \$20,826.64 and Rural Clinics portion of this cost, as equated based on their percentage of space occupied, is \$12,968.74.				
2. Name of Landlord (Lessor):	TG Sheppard 1995 Family Limited Partnership				
3. Address of Landlord:	605 West Haskell Street Winnemucca, Nevada 89445				
4. Property contact:	Dawn Rookstool, Center 21 Sonoma Realty 775.623.5045 phone 775.623.1061 fax dawn.rookstool@century21.com				
5. Address of Lease property:	475 West Haskell Street Winnemucca, NV 89445				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable 3,045 <input type="checkbox"/> Usable				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$2,640.01	3	\$7,920.04	August 1, 2016 - October 31, 2016	\$0.87
2%	\$2,692.81	12	\$32,313.77	November 1, 2016 - October 31, 2017	\$0.88
0%	\$2,692.81	12	\$32,313.77	November 1, 2017 - October 31, 2018	\$0.88
2%	\$2,746.67	12	\$32,960.04	November 1, 2018 - October 31, 2019	\$0.90
0%	\$2,746.67	12	\$32,960.04	November 1, 2019 - October 31, 2020	\$0.90
2%	\$2,801.60	12	\$33,619.25	November 1, 2020 - October 31, 2021	\$0.92
0%	\$2,801.60	12	\$33,619.25	November 1, 2021 - October 31, 2022	\$0.92
c. Total Lease Consideration:	75		\$205,706.16		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5%/90
f. Term:	Six (6) years, Five (5) months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:					
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3648				
6. Purpose of the lease:	To house Rural Clinics				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input checked="" type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

 5/9/16  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV19951040409</u>	Exp:	<u>12/31/2016</u>	7
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T41772100</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
Public Works Division

ht

For Board of Examiners ☐ YES ☐ NO



For Budget Division Use Only	
Reviewed by: <u>NA</u>	<u>6/6/16</u>
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health Rural Community Health Services 4150 Technology Way, #300 Carson City, Nevada 89706 Debbie Ohl ph: 775-687-5915 x327 fax 775-684-4211 email: dlohl@health.nv.gov				
Remarks:	This is an extension of an existing Lease. Prior Lease has been on holdover for one (1) year, without Lessor increasing rent.				
Exceptions/Special notes:					
2. Name of Landlord (Lessor):	MPZ Rentals, LLC				
3. Address of Landlord:	2255 Renzo Way Reno, NV 89521				
4. Property contact:	Mary Zanella Phone: (775) 304-0038 fax: (775) 853-1633 email: mpz@att.net				
5. Address of Lease property:	10 East 6th Street Battle Mountain, NV 89820				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,478				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$1,152.82	12	\$13,833.84	August 1, 2016 - July 31, 2017	\$0.78
c. Total Lease Consideration:		12	\$13,833.84		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One identical term				
e. Holdover notice:	# of Days required 30 Holdover terms: 5%/90 days				
f. Term:	One (1) year				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	Not Available				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3648				
6. Purpose of the lease:	To house Rural Community Health Services				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses: \$0.00	Furnishings: \$0.00		Data/Phones: \$0.00		

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

Christine D. Lodiuk 5/25/16  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20051762018</u>	Exp:	<u>12/31/2016</u>	4
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T27009030</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 6-3-16  
Authorized Signature Date  
Public Works Division

sl/  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	5-23-16 <i>SE</i>
Reviewed by:	6/16/16 <i>R</i>
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety 555 Wright Way Carson City, NV 89711 Sheri Brueggemann 775.684.4536 Fax: 775.684-4809 sbrueggemann@dps.state.nv.us				
Remarks:	This is a <u>renewal</u> of a gross modified lease.				
Exceptions/Special notes:	Minimal janitorial per DPS requirements.				
2. Name of Landlord (Lessor):	NEVDEX Office Park, LLC.				
3. Address of Landlord:	5310 Kietzke Lane, Ste 205 Reno, NV 89511				
4. Property contact:	Chad Clemetson 775.829.7200 Fax: 775.829.7222 chad@nevdexproperties.com				
5. Address of Lease property:	5310 A Kietzke Lane Reno, NV 89511				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable <u>2,834</u>				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Cost per square foot
Increase %					<i>current = 1.58 7.6</i>
	\$4,591.08	12	\$55,092.96	August 1, 2016 - July 31, 2017	\$1.62
3%	\$4,728.81	12	\$56,745.75	August 1, 2017 - July 31, 2018	\$1.67
3%	\$4,870.68	12	\$58,448.12	August 1, 2018 - July 31, 2019	\$1.72
3%	\$5,016.80	12	\$60,201.56	August 1, 2019 - July 31, 2020	\$1.77
3%	\$5,167.30	12	\$62,007.61	August 1, 2020 - July 31, 2021	\$1.82
c. Total Lease Consideration:		60	\$292,496.01		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5%/90
f. Term:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.01 - \$2.10 Reno Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4701				
6. Purpose of the lease:	To house the Department of Public Safety storage facility				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	Data/Phones: \$0.00

RECEIVED

MAY 23 2016


GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 5-17-16  
Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19981003329	Exp:	1/31/2017	2
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T29027260			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 5-19-16  
Authorized Signature Date  
Public Works Division  
s/ For Board of Examiners ☒ YES ☐ NO

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17894**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: <b>WASHOE COUNTY SHERIFF'S OFFICE</b>
Agency Code: <b>030</b>	Contractor Name: <b>WASHOE COUNTY SHERIFF'S OFFICE</b>
Appropriation Unit: <b>1030-25</b>	Address: <b>WASHOE COUNTY COUNTY COMMISSIO</b>
Is budget authority available?: <b>Yes</b>	<b>1001 E NINTH STREET</b>
If "No" please explain: Not Applicable	<b>RENO, NV 89512</b>
	Contact/Phone: <b>775-328-2800</b>
	Vendor No.: <b>T40283400 R</b>
	NV Business ID: <b>GOVERNMENT AGENCY</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % CHASE SETTLEMENT FUNDS</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2018**Contract term: **2 years and 183 days**4. Type of contract: **Interlocal Agreement**Contract description: **SAKI Testing**

5. Purpose of contract:

**This is a new intrastate interlocal agreement to provide an arrangement and process to reimburse for subcontracted testing services to test Sexual Assault kits.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$414,376.53**

Payment for services will be made at the rate of \$675.00 per test kit

Other basis for payment: Not to exceed \$411,750 in total costs for testing kits, and \$2626.53 in shipping reimbursement.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Law Enforcement has a backlog of untested sexual assault kits. Completing testing of these kits may result in an increased number of convictions in sexual assault and rape cases.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State agencies are not able to do this work due to the sheer volume of backlogged untested sexual assault kits.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rbrunzli	06/02/2016 14:49:38 PM
Division Approval	chowle	06/06/2016 08:18:44 AM
Department Approval	chowle	06/06/2016 08:18:47 AM
Contract Manager Approval	lgallow1	06/06/2016 08:26:47 AM
Budget Analyst Approval	myoun3	06/09/2016 11:18:09 AM
BOE Agenda Approval	lfree1	06/14/2016 08:28:55 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14795** Amendment Number: **2**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **Egan, Fitzpatrick, Malsch & Lawrence, PLLC**

Agency Code: **030** Contractor Name: **Egan, Fitzpatrick, Malsch & Lawrence, PLLC**

Appropriation Unit: **1031-12** Address: **12500 San Pedro Ave, STE 555**

Is budget authority available?: **Yes** City/State/Zip: **San Antonio, TX 78216**

If "No" please explain: Not Applicable Contact/Phone: **Charles Fitzpatrick 210-496-5001**

Vendor No.: **T81097647**

NV Business ID: **NV20111527531**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>90.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>10.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **09/30/2017**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Outside Counsel**

5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing outside counsel to assist with the Yucca Mountain litigation and to represent the state before the U.S. Nuclear Regulatory Commission on issues related to the proposed Yucca Mountain high-level radioactive repository program. This amendment increases the maximum amount from \$5,000,000 to \$7,500,000 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	Yes - Action
3. New maximum contract amount:	\$7,500,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This vendor assists the AG's Office with the long-standing NV policy to block development of the proposed high-level nuclear waste repository at Yucca Mountain. They also assist in the US Nuclear Regulatory Commission licensing and nuclear-specific litigation efforts.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
 State employees do not have the high level nuclear expertise to represent the State of Nevada with these issues.
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
 Not Applicable  
 b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**  
 c. Why was this contractor chosen in preference to other?  
 Pursuant to NAC 333.150, contracts regarding the usage of attorneys are exempt from solicitation.  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
 No  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
 No  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
 No If "Yes", please explain  
 Not Applicable
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:  
 Currently under contract with the State of Nevada and providing satisfactory services.
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:  
 Not Applicable
14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Foreign Corporation
15. a. Is the Contractor Name the same as the legal Entity Name?  
 Yes
16. a. Does the contractor have a current Nevada State Business License (SBL)?  
 Yes
17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
 Yes
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | mradu    | 05/16/2016 15:53:17 PM |
| Division Approval         | chowle   | 05/21/2016 13:25:16 PM |
| Department Approval       | chowle   | 05/21/2016 13:25:32 PM |
| Contract Manager Approval | lgallow1 | 05/24/2016 16:58:26 PM |
| Budget Analyst Approval   | myoun3   | 05/25/2016 13:24:58 PM |
| BOE Agenda Approval       | lfree1   | 06/01/2016 08:56:11 AM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17912**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Jon F. Davis

Contractor Name: **Jon F. Davis**Address: **1817 Corta Bella**City/State/Zip: **Las Vegas, NV 89134**

Contact/Phone: Jon F. Davis 702-419-2943

Vendor No.: PENDING

NV Business ID: NV20161170710

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Regulatory Assessments</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/12/2020**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide professional services as a expert witness as well as technical expertise and support in analyzing electric and gas utilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

Payment for services will be made at the rate of \$100.00 per hour maximum

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Based on this contractor's broad and extensive experience, he can provide assistance and credibility on issues that we cannot cover.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This contractor was chosen based on his expertise, availability and reasonable rate.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business Entity**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	06/06/2016 10:59:25 AM
Division Approval	hrobinso	06/06/2016 10:59:30 AM
Department Approval	rbrunzli	06/08/2016 09:33:30 AM
Contract Manager Approval	hrobinso	06/08/2016 09:34:49 AM
Budget Analyst Approval	myoun3	06/08/2016 16:23:18 PM
BOE Agenda Approval	lfree1	06/09/2016 14:00:06 PM
BOE Final Approval	Pending	

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Jon F. Davis</u>
<b>Former Employee ID number:</b>	<u>031648</u>
<b>Former Job Title:</b>	<u>Policy Advisor</u>
<b>Former Employing Agency:</b>	<u>Public Utility Commission of NV</u>
<b>Former Class and Grade:</b>	<u>Unclassified</u>
<b>Employment Dates:</b>	<u>August 2003 – December 2013</u>
<b>Contracting Agency:</b>	<u>OAG Bureau of Consumer Protection</u>

Please check which of the following applies:

☒ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

☐ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The Contractor provides professional services to the Bureau of Consumer Protection (BCP) as an expert witness and provides technical expertise and support in analyzing the general areas identified on the Scope of Work.
b. Document former job description.	The Contractor advised Public Utility Commissioners.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No, the Contractor was chosen based on his expertise and broad and extensive experience, but not his knowledge of the BCP's operations. Therefore, there is no clause in the contract for transfer of the specialized knowledge or time frame.
d. Explain why existing State employees within your agency cannot perform this function.	There are many facets to the utility/energy industry and this Contractor as an expert witness can supplement our Staff's efforts.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	The individual overseeing the contract is not related to the Contractor.

why this would not violate <a href="#">NAC 284.750.</a>	
f. List contractor's hourly rate.	\$100/hour maximum
g. List the range of comparable State employee rates.	The rate in section f is equal to the lower end of the contractors who provide professional services to the BCP as an expert witness.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	The contract allows the BCP to supplement its staffing and allows participation in cases with expert testimony on an "as needed" basis without a more expensive full time commitment.
i. Document justification for hiring contractor.	Statute requires representation for consumers' interest in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

Comments:

Eric Witkoski, Consumer Advocate June 6, 2016

*Contracting Agency Head's Signature and Date*

*Budget Analyst*

*Clerk of the Board of Examiners*

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17838**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COONS CONSTRUCTION, LLC**Contractor Name: **COONS CONSTRUCTION, LLC**Address: **13 AFFONSO DRIVE, STE B**City/State/Zip: **CARSON CITY, NV 89706**Contact/Phone: **775-246-1660**Vendor No.: **T27031342A**NV Business ID: **NV2009103226**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/07/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 359 days**4. Type of contract: **Contract**Contract description: **Snow Removal Service**

5. Purpose of contract:

**This is a new contract to provide ongoing snow removal services for various state-owned facilities in the Carson City area on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Other basis for payment: SEE ATTACHMENT AA

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Snow accumulations is a safety hazard and must be handled immediately by removal - equipment and labor are utilized in areas of need wherein B&G does not have the manpower or equipment to remove snow.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of equipment and personnel in a timely manner.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Supercurb  
Coons Construction  
Joe Benignos**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Costs are comparable to other contractors.

d. Last bid date: 03/01/2016 Anticipated re-bid date: 03/01/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds since 2009 work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/17/2016 12:54:33 PM
Division Approval	csweeney	05/17/2016 12:54:36 PM
Department Approval	csweeney	05/17/2016 12:54:39 PM
Contract Manager Approval	ssands	05/17/2016 13:27:39 PM
Budget Analyst Approval	jrodrig9	05/23/2016 21:29:54 PM
BOE Agenda Approval	pnicks	05/26/2016 08:42:42 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17487**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **ENTERPRISE JANITORIAL SERVICES,  
INC.**Agency Code: **082**Contractor Name: **ENTERPRISE JANITORIAL SERVICES,  
INC.**Appropriation Unit: **1349-12**Address: **PO BOX 19913**Is budget authority  
available?: **Yes**City/State/Zip **RENO, NV 89511**

If "No" please explain: Not Applicable

Contact/Phone: **775-691-2939**Vendor No.: **T32003728**NV Business ID: **NV20141642364**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **02/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing janitorial services for the Stewart Facility, Building #107, located at 5500 Snyder Way, Carson City. This amendment extends the termination date from September 30, 2016 to February 1, 2020 and increases the maximum amount from \$27,924.30 to \$86,311.90 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$27,924.30	\$27,924.30	\$27,924.30	Yes - Info
2. Amount of current amendment (#1):	\$58,387.60	\$58,387.60	\$86,311.90	Yes - Action
3. New maximum contract amount:	\$86,311.90			
and/or the termination date of the original contract has changed to:	02/01/2020			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide a safe, clean and healthy work environment for state employees and the public. Upkeep of the buildings is vital to the integrity of the building.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds custodial department does not have enough personnel to handle the care of all the state buildings.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This vendor was the lowest bid.

d. Last bid date: 12/01/2015 Anticipated re-bid date: 11/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds 2010 to present work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/01/2016 13:50:37 PM
Division Approval	csweeney	06/01/2016 13:50:40 PM
Department Approval	ssands	06/09/2016 11:46:49 AM
Contract Manager Approval	ssands	06/09/2016 11:46:53 AM
Budget Analyst Approval	jrodrig9	06/09/2016 11:57:56 AM
BOE Agenda Approval	pnicks	06/14/2016 09:04:49 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17486**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **ENTERPRISE JANITORIAL SERVICES,  
INC.**Agency Code: **082**Contractor Name: **ENTERPRISE JANITORIAL SERVICES,  
INC.**Appropriation Unit: **1349-12**Address: **PO Box 19913**Is budget authority  
available?: **Yes**City/State/Zip **RENO , NV 89511**

If "No" please explain: Not Applicable

Contact/Phone: **775-691-2939**Vendor No.: **T32003728**NV Business ID: **NV20141642364**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **02/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing janitorial services for the SPWD Administration Building, located at 515 E. Musser St., Carson City. This amendment extends the termination date from September 30, 2016 to January 31, 2020 and increases the maximum amount from \$26,250.88 to \$96,903.52 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$26,250.88	\$26,250.88	\$26,250.88	Yes - Info
2. Amount of current amendment (#1):	\$70,652.64	\$70,652.64	\$96,903.52	Yes - Action
3. New maximum contract amount:	\$96,903.52			
and/or the termination date of the original contract has changed to:	01/31/2020			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide a safe, clean and healthy work environment for state employees and the public. Upkeep of the buildings is vital to the integrity of the building.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds custodial staff does not have enough personnel to handle care of all the state buildings.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This vendor has provided the low bid for this building.

- d. Last bid date: 12/01/2015 Anticipated re-bid date: 11/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds since 2010 to present time work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/01/2016 13:49:48 PM
Division Approval	csweeney	06/01/2016 13:50:05 PM
Department Approval	csweeney	06/01/2016 13:50:08 PM
Contract Manager Approval	ssands	06/01/2016 13:52:19 PM
Budget Analyst Approval	jrodrig9	06/09/2016 11:54:03 AM
BOE Agenda Approval	jthom17	06/14/2016 09:20:49 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17923**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FARR WEST ENGINEERING**Contractor Name: **FARR WEST ENGINEERING**Address: **5442 LONGLEY LANE SUITE A**City/State/Zip: **RENO, NV 89511**Contact/Phone: **775-851-4788**Vendor No.: **T81102795**NV Business ID: **NV2001242988**To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % BUILDINGS AND GROUNDS BUILDING RENTAL INCOME FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **333 days**4. Type of contract: **Other (include description): Prof Serv Agr**Contract description: **Engineering Design**

5. Purpose of contract:

**This is a new professional service agreement to provide professional engineering services for upgrades to the Stewart Colony Water Systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is the remaining work to complete a project that began 2012.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds does not have the personnel or expertise.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

**This vendor has done the previous three (3) phases of a four (4) phase project.**

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

STATE PUBLIC WORKS WORK IS SATISFACTORY

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/09/2016 08:49:02 AM
Division Approval	csweeney	06/09/2016 08:49:04 AM
Department Approval	csweeney	06/09/2016 08:49:07 AM
Contract Manager Approval	ssands	06/09/2016 09:10:01 AM
Budget Analyst Approval	jrodrig9	06/15/2016 18:12:04 PM
BOE Agenda Approval	pnicks	06/16/2016 08:26:34 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16146**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **JOE BENIGNOS TREE SERVICE, INC.,  
DBA G&R TREE SERVICE**Agency Code: **082**Contractor Name: **JOE BENIGNOS TREE SERVICE, INC.,  
DBA G&R TREE SERVICE**Appropriation Unit: **1349-12**Address: **1460 INDUSTRIAL WAY**Is budget authority  
available?: **Yes**City/State/Zip **GARDNERVILLE, NV 89410**

If "No" please explain: Not Applicable

Contact/Phone: **775/265-9665**Vendor No.: **T27008575A**NV Business ID: **NV20081585740**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **11/01/2014**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **10/31/2018**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Tree Service**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing arborist services on an as needed basis. This amendment increases the maximum amount from \$45,000 to \$85,000 due to the continued need for these services.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#1):	\$40,000.00	\$40,000.00	\$85,000.00	Yes - Action
3. New maximum contract amount:	\$85,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Upkeep of state owned grounds, removal of trees, emergency services for downed or diseased trees/landscape.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of expertise and manpower.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All contracts are for bid projects and emergency use.

d. Last bid date: 09/30/2014 Anticipated re-bid date: 09/30/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/17/2016 12:55:35 PM
Division Approval	csweeney	05/17/2016 12:55:39 PM
Department Approval	csweeney	05/17/2016 12:55:42 PM
Contract Manager Approval	ssands	05/17/2016 13:31:20 PM
Budget Analyst Approval	jrodrig9	05/23/2016 21:22:16 PM
BOE Agenda Approval	pnicks	05/26/2016 08:47:40 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17330**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **LOPEZ, ROBERT dba STAY GREEN  
TREE SERVICE**Agency Code: **082**Contractor Name: **LOPEZ, ROBERT dba STAY GREEN  
TREE SERVICE**Appropriation Unit: **1349-12**Address: **1040 Appion Way**Is budget authority  
available?: **Yes**City/State/Zip **CARSON CITY, NV 89701**

If "No" please explain: Not Applicable

Contact/Phone: **775-883-7899**Vendor No.: **T80931206A**NV Business ID: **NV20121010715**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **03/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **02/29/2020**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Arborist Services**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing arborist services on an as needed basis. This amendment increases the maximum amount of the contract from \$35,000 to \$60,000 due to the continued need for these services.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$35,000.00	\$35,000.00	\$35,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$60,000.00	Yes - Action
3. New maximum contract amount:	\$60,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**It is necessary to maintain grounds on state properties for safety and to have the expertise of the arborist.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**These projects are beyond the manpower, equipment and knowledge of Buildings and Grounds staff.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

There is more than one contractor for arborist work. Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works pre-qualified bidder.

d. Last bid date: 11/01/2015 Anticipated re-bid date: 11/01/2020

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Since 2007 to present for Buildings and Grounds work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/03/2016 09:18:47 AM
Division Approval	csweeney	05/03/2016 09:18:52 AM
Department Approval	csweeney	05/03/2016 09:18:58 AM
Contract Manager Approval	ssands	05/10/2016 13:21:44 PM
Budget Analyst Approval	pnicks	05/26/2016 08:34:20 AM
BOE Agenda Approval	pnicks	05/26/2016 08:34:26 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17899**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **XCEL MAINTENANCE SERVICES, INC.**Contractor Name: **XCEL MAINTENANCE SERVICES, INC.**Address: **8920 COLORFUL PINES AVE**City/State/Zip: **LAS VEGAS, NV 89143-4403**Contact/Phone: **702-341-9235**Vendor No.: **T81103343**NV Business ID: **NV20021426879**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2020**Contract term: **4 years and 19 days**4. Type of contract: **Contract**Contract description: **Janitorial**

5. Purpose of contract:

**This is a new contract that continues ongoing janitorial services for the Donovan Way DMV facility in North Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,300.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**State buildings must be kept clean for the public and state employees safety**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds does not have sufficient personnel to handle the janitorial services for state buildings.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Accurate Building Maintenance**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**lowest bidder**

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds work satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/03/2016 14:26:15 PM
Division Approval	ssands	06/03/2016 14:26:22 PM
Department Approval	ssands	06/03/2016 14:26:25 PM
Contract Manager Approval	ssands	06/03/2016 14:26:28 PM
Budget Analyst Approval	jrodrig9	06/14/2016 08:47:39 AM
BOE Agenda Approval	pnicks	06/14/2016 10:30:04 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17915**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>HERSHENOW &amp; KLIPPENSTEIN ARCHITECTS, INC., dba H+K ARCHITECTS</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>HERSHENOW &amp; KLIPPENSTEIN ARCHITECTS, INC., dba H+K ARCHITECTS</b>
Appropriation Unit:	<b>1558-58</b>	Address:	<b>5485 RENO CORPORATE DR STE 100</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89511-2262</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-332-6640
		Vendor No.:	T80984709
		NV Business ID:	NV1994104770

To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>9.00 %</b>	Fees	0.00 %	
	Federal Funds	0.00 %	<b>X</b>	Bonds	<b>69.00 %</b>
	Highway Funds	0.00 %	<b>X</b>	Other funding	<b>22.00 %</b>

**Transfer from Treasurer - Reallocated Bond Authority**

Agency Reference #: 110424

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Americans with Disabilities Act Retrofit at the Northern Nevada Correctional Center in Carson City: CIP Project No. 13-S02-11a; SPWD Contract No. 11-424.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

SPWD, currently and/or in the past for various amounts with satisfactory results.

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/08/2016 10:10:14 AM
Division Approval	dgrimm	06/08/2016 10:10:16 AM
Department Approval	dgrimm	06/08/2016 10:31:21 AM
Contract Manager Approval	dgrimm	06/08/2016 10:31:25 AM
Budget Analyst Approval	jrodrig9	06/09/2016 12:27:30 PM
BOE Agenda Approval	pnicks	06/14/2016 08:32:51 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15169**Amendment  
Number: **1**Legal Entity  
Name: **HERSHENOW & KLIPPENSTEIN  
ARCHITECTS, INC., dba H+K  
ARCHITECTS**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Contractor Name: **HERSHENOW & KLIPPENSTEIN  
ARCHITECTS, INC., dba H+K  
ARCHITECTS**Agency Code: **082**Address: **dba H+K ARCHITECTS**Appropriation Unit: **All Budget Accounts - Category 10****5485 RENO CORPORATE DR STE 100**Is budget authority  
available?: **Yes**City/State/Zip **RENO, NV 89511-2262**

If "No" please explain: Not Applicable

Contact/Phone: 775-332-6640

Vendor No.: T80984709

NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 88219

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **12/02/2013**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2017**Contract term: **3 years and 210 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada Army National Guard - Yerington Organizational Maintenance Shop #2 Cover : CIP Project No. 13-A027-16; SPWD Contract No. 88219. This amendment increases the maximum amount from \$39,200 to \$53,950 to add a site drainage design.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$39,200.00	\$39,200.00	\$39,200.00	Yes - Info
2. Amount of current amendment (#1):	\$14,750.00	\$14,750.00	\$53,950.00	Yes - Action
3. New maximum contract amount:	\$53,950.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2013 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/08/2016 10:27:22 AM
Division Approval	dgrimm	06/08/2016 10:27:29 AM
Department Approval	dgrimm	06/08/2016 10:27:32 AM
Contract Manager Approval	dgrimm	06/08/2016 10:30:58 AM
Budget Analyst Approval	jrodrig9	06/09/2016 12:17:23 PM
BOE Agenda Approval	pnicks	06/14/2016 08:46:16 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17089**Amendment  
Number: **1**Agency Name: **ADMIN - DIRECTOR'S OFFICE**Legal Entity  
Name: **FEDERAL ENGINEERING, INC.**Agency Code: **087**Contractor Name: **FEDERAL ENGINEERING, INC.**Appropriation Unit: **1388-28**Address: **10600 ARROWHEAD DR, SUITE 160**Is budget authority  
available?: **Yes**City/State/Zip **FAIRFAX, VA 22030-7321**

If "No" please explain: Not Applicable

Contact/Phone: **703/359-8200**Vendor No.: **T29033383**NV Business ID: **NV20131260427**To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **35.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

**X** Highway Funds **65.00 %** Other funding 0.00 %Agency Reference #: **ASD #2004252**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/10/2015**  
Examiner's approval?

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2019**

Termination Date:

Contract term: **3 years and 232 days**4. Type of contract: **Contract**Contract description: **Microwave Consultant**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for drafting the statewide microwave system replacement Request For Proposal (pre-implementation). This amendment adds project management and technical support during the implementation phase and increases the maximum amount from \$309,125 to \$1,698,125.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$309,125.00	\$309,125.00	\$309,125.00	Yes - Action
2. Amount of current amendment (#1):	\$1,389,000.00	\$1,698,125.00	\$1,389,000.00	Yes - Action
3. New maximum contract amount:	\$1,698,125.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State's existing Time-Division Multiplexing microwave system is utilized to provide voice, data and video transport services for state, local and federal government agencies and is integral in supporting public safety communications. The majority of the microwave system was end of life and not supported by the manufacturer in 2010. The next generation Land Mobile Radio system will likely be Internet Protocol/Multiprotocol Label Switching based and the current microwave system does not support that technology.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the technical expertise.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

AECOM  
Televate  
Federal Engineering

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was chosen through a competitive selection process based on qualifications that was conducted by NDOT. The evaluation team ranked them most qualified.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/31/2016 07:53:25 AM
Division Approval	csweeney	05/31/2016 07:53:29 AM
Department Approval	csweeney	05/31/2016 07:53:31 AM
Contract Manager Approval	csweeney	05/31/2016 07:53:36 AM
Budget Analyst Approval	hfield	06/13/2016 08:13:47 AM
BOE Agenda Approval	lfree1	06/13/2016 09:47:19 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16292** Amendment Number: **1**

Agency Name: **DTCA - COMMISSION ON TOURISM** Legal Entity Name: **FAHLGREN, INC., DBA FAHLGREN MORTINE**

Agency Code: **101** Contractor Name: **FAHLGREN, INC., DBA FAHLGREN MORTINE**

Appropriation Unit: **1522-31** Address: **4030 EASTON STATION SUITE 300**

Is budget authority available?: **Yes** City/State/Zip: **COLUMBUS, OH 43219**

If "No" please explain: Not Applicable Contact/Phone: **MELISSA DYKSTRA 614-383-1575**

Vendor No.: **T29035894**

NV Business ID: **NV20121202601**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Lodging Tax</b>

Agency Reference #: **RFP# 2084 AM**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2015**Anticipated BOE meeting date **07/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2017**Contract term: **3 years and 202 days**4. Type of contract: **Contract**Contract description: **Integrated Marketing**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing public relations, advertising, media buying and digital services to assist the division in achieving its goals. This amendment extends the termination date from June 30, 2017 to August 31, 2018 and increases maximum amount from \$20,200,000 to \$29,800,000 due to the ongoing need for these services.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,200,000.00	\$20,200,000.00	\$20,200,000.00	Yes - Action
2. Amount of current amendment (#1):	\$9,600,000.00	\$9,600,000.00	\$9,600,000.00	Yes - Action
3. New maximum contract amount:	\$29,800,000.00			
and/or the termination date of the original contract has changed to:	08/31/2018			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Nevada Division of Tourism is tasked with developing a comprehensive program of marketing and advertising for both domestic and international markets that publicizes travel and tourism to all regions in Nevada. This contract focuses on the domestic traveler.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

To accomplish the above task, the Division of Tourism uses various channels to advertise Nevada's brand and generate awareness of Nevada as a world class destination, including, but not limited to, broadcast/cable television, print, digital and out-of-home. The Division of Tourism does not have the expertise within the staff to buy various types of media. In addition, the Division of Tourism would not be able to garner favorable buy rates, as we do not have the luxury of pooling our advertising dollars with other entities, whereas a media buying agency can negotiate rates on behalf of any or all of their respective clients. The Division of Tourism does not have the necessary media buying software that media buying agencies have.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

The vendor has the experience and ranked among the top four scores for their technical and cost proposals and they were the highest scoring vendor selected by the evaluation committee base on their presentation.

d. Last bid date: 11/05/2014 Anticipated re-bid date: 02/28/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Division of Tourism has contracted with this vendor since February 2015. The quality of work has been very satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dpeters3	06/08/2016 11:38:09 AM
Division Approval	dpeters3	06/08/2016 11:38:13 AM

Department Approval	dpeters3	06/08/2016 11:38:16 AM
Contract Manager Approval	dpeters3	06/08/2016 11:52:55 AM
Budget Analyst Approval	myoun3	06/14/2016 11:13:35 AM
BOE Agenda Approval	lfree1	06/14/2016 13:14:13 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17817**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1388-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AVIAT U.S., INC.**Contractor Name: **AVIAT U.S., INC.**Address: **5200 GREAT AMERICA PARKWAY**City/State/Zip: **SANTA CLARA, CA 95054-1108**Contact/Phone: **ALI HIRSA 408-567-6640**Vendor No.: **PUR0004165B**NV Business ID: **NV20071365437**To what State Fiscal Year(s) will the contract be charged? **2017-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % USER FEES**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **RFP #3234**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **10 years and 1 day**4. Type of contract: **Contract**Contract description: **Microwave systems**

5. Purpose of contract:

**This is a new contract to provide replacement of the existing microwave backhaul network.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,600,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Replace the existing microwave backhaul network, which updates the system to meet the requires of an Internet Protocol/Multi-Protocol Labeling System network that will facilitate redundancy, traffic prioritization, dynamic routing, and Quality of Service, in addition to supporting legacy circuits and systems

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the capability to provide this service

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Nokia  
LV NET, Inc  
Clover Telecom  
Aviat

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3234, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/26/2106 Anticipated re-bid date: 02/26/2025

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/10/2016 10:55:17 AM
Division Approval	csweeney	05/10/2016 10:55:20 AM
Department Approval	csweeney	05/10/2016 10:55:23 AM
Contract Manager Approval	csweeney	06/20/2016 16:10:26 PM
Budget Analyst Approval	lfree1	06/20/2016 16:12:18 PM
BOE Agenda Approval	lfree1	06/20/2016 16:18:36 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17829**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROBERT FRANK NYCEK**Contractor Name: **ROBERT FRANK NYCEK**Address: **1309 MARITA DR**City/State/Zip: **BOULDER CITY, NV 89005-3309**Contact/Phone: **702/294-1428**Vendor No.: **T27030756**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Chaplain Services**

5. Purpose of contract:

**This is a new contract to provide ongoing chaplain services to the residents of the Boulder City Veterans Home.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$105,000.00**

Payment for services will be made at the rate of \$30.00 per Hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Chaplain position provides counseling for the psychological needs for the residents.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State employees available who can provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

His knowledge and experience with veterans issue and his familiarity with the Nevada State Veterans Home, residents, and staff.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with the Nevada Department of Veterans Services. Services performed are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Contractor name is same as legal entity name.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Contractor is affiliated with a non-profit, religious organization and therefore qualified for a tax exempt status. (USC 501 (C)).

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Contractor is affiliated with a non-profit, religious organization and therefore qualified for a tax exempt status. (USC 501 (C)).

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	05/11/2016 13:02:52 PM
Division Approval	agarland	05/11/2016 13:02:54 PM
Department Approval	agarland	05/11/2016 13:02:56 PM
Contract Manager Approval	agarland	05/11/2016 13:02:58 PM
Budget Analyst Approval	dreynol2	05/27/2016 10:07:14 AM
BOE Agenda Approval	nhovden	06/03/2016 09:19:19 AM
BOE Final Approval	Pending	

**RECEIVED**

MAY 17 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISIONState of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701Brian Sandoval  
GovernorPatrick Cates  
DirectorJeffrey Haag  
Administrator**Purchasing Use Only:**

Approval#: 160401

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM****ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: <b>NSVH</b>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<b>Joseph Theile, MA II</b>	<b>775-825-9752</b>	<b><u>theilej@veterans.nv.gov</u></b>
	<b>Amy Garland, CFO</b>	<b>775-825-9750</b>	<b><u>garlanda@veterans.nv.gov</u></b>

<b>Vendor Information:</b>	
<b>1b</b>	Identify Vendor: <b>T27030756</b>
	Contact Name: <b>Robert F. Nycek</b>
	Address: <b>1309 Morita Drive., Boulder City, NV 89005</b>
	Telephone Number: <b>702-293-1428</b>
	Email Address: <b><u>Nycek@novs.state.nv.us</u></b>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<b>X</b>

<b>Contract Information:</b>				
<b>1d</b>	Is this a new Contract?	Yes	<b>X</b>	No
	Amendment:	#		
	CETS:	<b>#(Old contract # 13626)</b>		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<b>08/01/2016</b>	End Date: <b>07/31/2020</b>

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	<b>65%</b>
	Grant Funds:	
	Other (Explain):	<b>35% Private/County</b>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<b>\$105,000</b>



2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	<i>Provide Chaplain Services to the residents in the Nevada State Veterans Home (NSVH) in Boulder City Nevada.</i>

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	<i>A Chaplin for the NSVH must be qualified to provide counseling and spiritual assistance for the residents. Chaplin Nycek has an advanced understanding of the operations and processes of the NSVH developed over time.</i>

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<i>NSVH has a previously established long term working spiritual relationship with Chaplain Nycek. Chaplin Nycek has a unique understanding of NSVH procedures and operations and has developed professional relationships with staff and established a significant continuity of spiritual care with our veteran residents. The Chaplain position is a personal services position that requires an individual of a spiritual nature who can assist Veterans with their psychosocial needs.</i>

5	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>NSVH has a previously established long term working spiritual relationship with Chaplain Nycek. Chaplin Nycek has a unique understanding of NSVH procedures and operations and has developed professional relationships with staff and established a significant continuity of spiritual care with our veteran residents. The Chaplain position is a personal services position that requires an individual of a spiritual nature who can assist Veterans with their psychosocial needs.</i>				

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.</b>				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver #)			
	07/19/12	07/31/16	\$105,000.00	Personal Spiritual Services to Veteran residents in the NSVH.	#120703C			
			\$					
			\$					

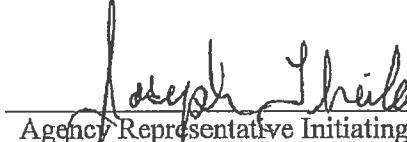
			\$		
			\$		

7	<p><b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b></p> <p><i>Full impact unknown. The services provided are of such a personal nature and require a person who can form a spiritual bond with the veteran residents that they are not adapted to competitive selection. Such a process would result in a break of the continuity of care for the NSVH residents that may have serious implications to the psychosocial well-being of some or all of the residents.</i></p>
---	--

8	<p><b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b></p> <p><i>Robert Nycek was recommended by the previous Chaplain who had to leave do to health considerations. A committee from the NSVH met and discussed the position with him, and recommended his hire. He is well known and respected in the Boulder City community and he is a veteran. He has significant experience in the NSVH having previously worked as a volunteer. We believe his hourly rate is well within that of other "professional" contractors.</i></p>
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	<p><b>Will this purchase obligate the State to this vendor for future purchases? Check One.</b></p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> X</p>
9	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>Our intent is to maintain the continuity of care provided by Chaplain Nycek. The psychosocial and spiritual well-being care is a vital component of the care we provide to our veteran residents. Chaplain Nycek is well versed in the obstacles many veterans face and has developed a long-term working relationship with our residents and staff. We are seeking a four-year contract to assure these critical services continue uninterrupted.</i></p>

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
 \_\_\_\_\_  
 Agency Representative Initiating Request

Joseph Theile  
 \_\_\_\_\_  
 Print Name of Agency Representative Initiating Request

4-5-2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Agency Head Authorizing Request

Amy Garland, CFO  
 \_\_\_\_\_  
 Print Name of Agency Head Authorizing Request

4-5-2016  
 \_\_\_\_\_  
 Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the

information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

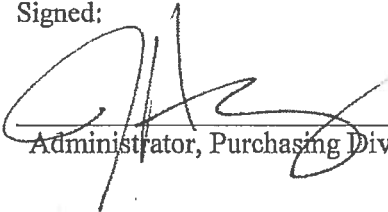
\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



\_\_\_\_\_  
Administrator, Purchasing Division or Designee

4-5-2016  
\_\_\_\_\_  
Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17880**Agency Name: **ADMIN - NV ST LIBRARY,  
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNLV**Contractor Name: **BOARD OF REGENTS-UNLV**Address: **4505 S. MARYLAND PARKWAY**City/State/Zip: **LAS VEGAS, NV 89154-3003**Contact/Phone: **GWEN MARCHAND 702/895-4303**Vendor No.: **D35000813**NV Business ID: **NOT APPLICABLE**To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **LSTA 5-year Eval**

5. Purpose of contract:

**This is a new interlocal agreement to evaluate programs and services developed and delivered as part of the Nevada Library Services and Technology Act (LSTA) plan. This evaluation is a requirement of the federal LSTA program as operated by the Institute of Museum and Library Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,034.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Library Services and Technology Act (Chapter 72 of Title 20 of the U.S. Code Section 91.34(c)) requires each State Library Administrative Agency (SLAA) to submit a plan that details library services goals for a five-year period. SLAAs must also conduct a five-year evaluation of library services based on that plan.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Library staff would have a conflict of interest.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 378.081 and 20 U.S.C. Title 20, Chapter 72, the NSLAPR has contracted with UNLV Center for Research, Evaluation and Assessment to provide evaluation of statewide programs and services developed and delivered as part of the Nevada Library Services and Technology Act (LSTA) plan within the state.

UNLV will impose the off-campus indirect rate of 26% for the project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/02/2016 10:51:17 AM
Division Approval	csweeney	06/02/2016 10:51:19 AM
Department Approval	csweeney	06/02/2016 10:51:22 AM
Contract Manager Approval	csweeney	06/02/2016 10:51:25 AM
Budget Analyst Approval	hfield	06/03/2016 11:47:06 AM
BOE Agenda Approval	lfree1	06/06/2016 09:41:33 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17672**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Board of Regents - University of Nevada School of Medicine
Agency Code:	<b>403</b>	Contractor Name:	<b>Board of Regents - University of Nevada School of Medicine</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>Pennington Medical Education Bldg. 332</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89557</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-784-6001
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2021</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract was delayed due to negotiations between the University of Nevada School of Medicine and the State.**3. Termination Date: **06/30/2021**Contract term: **5 years**4. Type of contract: **Interlocal Agreement**Contract description: **UNSOM**

5. Purpose of contract:

**This is a new revenue interlocal agreement that allows the division to receive funds to pay the supplemental payments of the higher costs incurred by practitioners who are associated with the training/teaching program for outpatient services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**To supplement costs incurred to provide eligible Medicaid services associated with the training/teaching program for outpatient services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**DHCFP does not have the expertise required to provide Medicaid Administrative services, which may include, but are not limited to, utilization review, referral, follow-up for medical services, and the resolution of eligibility and coverage issues.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently in contract and services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	04/07/2016 15:53:06 PM
Division Approval	trooker	05/23/2016 16:03:20 PM
Department Approval	ecreceli	05/31/2016 11:36:51 AM
Contract Manager Approval	aree2	06/06/2016 11:57:22 AM
Budget Analyst Approval	dreynol2	06/08/2016 16:36:24 PM
BOE Agenda Approval	nhovden	06/08/2016 16:50:51 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** June 6, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** University of Nevada School of Medicine

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. This contract was delayed due to negotiations between the University of Nevada School of Medicine and the State.



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17785**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Humboldt County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Humboldt County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>118 East Haskell Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Winnemucca, NV 89445</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-623-5222</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state, governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,455,353.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 15:31:28 PM
Division Approval	trooker	05/24/2016 18:52:09 PM
Department Approval	ecreceli	05/31/2016 11:40:22 AM
Contract Manager Approval	aree2	06/08/2016 11:37:25 AM
Budget Analyst Approval	nhovden	06/08/2016 17:57:16 PM
BOE Agenda Approval	nhovden	06/08/2016 17:57:20 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Humboldt County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Humboldt County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17786**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Humboldt County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Humboldt County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>118 East Haskell Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Winnemucca, NV 89445</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-623-5222</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for the non-state governmental-owned and operated hospital. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,034,639.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 15:36:26 PM
Division Approval	trooker	05/24/2016 18:52:33 PM
Department Approval	ecreceli	05/31/2016 11:39:24 AM
Contract Manager Approval	aree2	06/08/2016 11:37:42 AM
Budget Analyst Approval	nhovden	06/08/2016 17:58:57 PM
BOE Agenda Approval	nhovden	06/08/2016 17:59:01 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Humboldt County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Humboldt County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12882** Amendment Number: **2**

Legal Entity Name: Humboldt County Hospital District

Agency Name: **HEALTH CARE FINANCING & POLICY** Contractor Name: **Humboldt County Hospital District**

Agency Code: **403** Address: **118 East Haskell Street**

Appropriation Unit: **3157-00** City/State/Zip: **Winnemucca, NV 89445**

Is budget authority available?: **Yes** Contact/Phone: **775-623-5222**

If "No" please explain: Not Applicable Vendor No.:  
NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/31/2016**

Contract term: **5 years and 32 days**

4. Type of contract: **Revenue Contract**  
Contract description: **Voluntary Contributn**

## 5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental owned and operated hospital. This amendment increases the maximum amount from \$650,000 to \$1,114,476 due to increased payments.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$650,000.00	\$650,000.00	\$650,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$464,476.00	\$464,476.00	\$464,476.00	Yes - Action
3. New maximum contract amount:	\$1,114,476.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Humboldt County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
  
 b. Solicitation Waiver: **Exempt (Per statute)**  
 c. Why was this contractor chosen in preference to other?  
  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | aree2    | 06/17/2016 15:38:54 PM |
| Division Approval         | trooker  | 06/17/2016 17:10:33 PM |
| Department Approval       | ecreceli | 06/20/2016 08:11:42 AM |
| Contract Manager Approval | aree2    | 06/20/2016 08:21:16 AM |
| Budget Analyst Approval   | dreynol2 | 06/20/2016 08:22:35 AM |
| BOE Agenda Approval       | sbrown   | 06/20/2016 15:59:40 PM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17787**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Lander County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Lander County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>535 South Humboldt Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Battle Mountain, NV 89820</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-735-2550</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$396,412.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 15:53:14 PM
Division Approval	trooker	05/24/2016 18:50:03 PM
Department Approval	ecreceli	05/31/2016 11:43:01 AM
Contract Manager Approval	aree2	06/08/2016 11:39:13 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:21:11 PM
BOE Agenda Approval	nhovden	06/08/2016 17:41:03 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Lander County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Lander County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17788**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Lander County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Lander County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>535 South Humboldt Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Battle Mountain, NV 89820</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-735-2550</b>
		Vendor No.:	
		NV Business ID:	<b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$573,286.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 16:03:06 PM
Division Approval	trooker	05/24/2016 18:50:26 PM
Department Approval	ecreceli	05/31/2016 11:42:28 AM
Contract Manager Approval	aree2	06/08/2016 11:38:57 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:23:33 PM
BOE Agenda Approval	nhovden	06/08/2016 17:37:22 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
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RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
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Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Lander County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Lander County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12885**Amendment Number: **2**Agency Name: **HEALTH CARE FINANCING & POLICY**Legal Entity Name: **Lander County Hospital District**Agency Code: **403**Contractor Name: **Lander County Hospital District**Appropriation Unit: **3157-00**Address: **535 South Humboldt**Is budget authority available?: **Yes**City/State/Zip: **Battle Mountain, NV 89820**

If "No" please explain: Not Applicable

Contact/Phone: **775-735-2550**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **07/31/2016**

Termination Date:

Contract term: **5 years and 32 days**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental owned and operated hospital. This amendment increases the maximum amount from \$180,000 to \$311,750 due to increased payments.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$180,000.00	\$180,000.00	\$180,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$131,750.00	\$131,750.00	\$131,750.00	Yes - Action
3. New maximum contract amount:	\$311,750.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Lander County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
  
 b. Solicitation Waiver: **Exempt (Per statute)**  
 c. Why was this contractor chosen in preference to other?  
  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | aree2    | 06/17/2016 15:24:11 PM |
| Division Approval         | trooker  | 06/17/2016 17:13:21 PM |
| Department Approval       | ecreceli | 06/20/2016 08:13:36 AM |
| Contract Manager Approval | aree2    | 06/20/2016 08:22:25 AM |
| Budget Analyst Approval   | dreynol2 | 06/20/2016 08:45:36 AM |
| BOE Agenda Approval       | sbrown   | 06/20/2016 16:03:36 PM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12194** Amendment Number: **3**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Lander County Hospital District**

Agency Code: **403** Contractor Name: **Lander County Hospital District**

Appropriation Unit: **3157-00** Address: **535 South Humboldt Street**

Is budget authority available?: **Yes** City/State/Zip: **Battle Mountain, NV 89520**

If "No" please explain: Not Applicable Contact/Phone: **775-735-2550**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **07/31/2016**Contract term: **5 years and 32 days**4. Type of contract: **Interlocal Agreement**  
Contract description: **UPL Supplemental**

## 5. Purpose of contract:

**This is the third amendment to the original revenue interlocal agreement to receive funds to support and fund the non-federal share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment increases the maximum amount from \$415,000 to \$537,076 due to increased payments.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,000.00	\$5,000.00	\$5,000.00	No
a. Amendment 1:	\$410,000.00	\$415,000.00	\$415,000.00	Yes - Action
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#3):	\$122,076.00	\$122,076.00	\$122,076.00	Yes - Action
3. New maximum contract amount:	\$537,076.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	06/17/2016 15:26:23 PM
Division Approval	trooker	06/17/2016 17:12:51 PM
Department Approval	ecreceli	06/20/2016 08:12:59 AM
Contract Manager Approval	aree2	06/20/2016 08:22:03 AM
Budget Analyst Approval	dreynol2	06/20/2016 08:46:12 AM
BOE Agenda Approval	sbrown	06/20/2016 16:05:18 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17795**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Lincoln County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Lincoln County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>118 East Haskell Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Winnemucca, NV 89445</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-623-5222</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$81,510.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 14:15:09 PM
Division Approval	trooker	05/24/2016 18:48:38 PM
Department Approval	ecreceli	05/31/2016 11:53:11 AM
Contract Manager Approval	aree2	06/08/2016 11:41:12 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:08:02 PM
BOE Agenda Approval	nhovden	06/08/2016 17:52:50 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Lincoln County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Lincoln County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17796**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Lincoln County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Lincoln County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>118 East Haskell Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Winnemucca, NV 89445</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-623-5222</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$168,933.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 14:22:44 PM
Division Approval	trooker	05/24/2016 18:49:01 PM
Department Approval	ecreceli	05/31/2016 11:45:11 AM
Contract Manager Approval	aree2	06/08/2016 11:40:59 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:10:49 PM
BOE Agenda Approval	nhovden	06/08/2016 17:50:42 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Lincoln County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Lincoln County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17778**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Mineral County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Mineral County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>PO Box 1510</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Hawthorne, NV 89415</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-945-2461
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$225,861.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 10:49:13 AM
Division Approval	trooker	05/24/2016 18:47:48 PM
Department Approval	ecreceli	05/31/2016 11:54:03 AM
Contract Manager Approval	aree2	06/08/2016 11:41:44 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:05:09 PM
BOE Agenda Approval	nhovden	06/08/2016 17:55:45 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Mineral County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Mineral County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17781**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Mineral County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Mineral County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>PO Box 1510</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Hawthorne, NV 89415</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-945-2461
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$822,201.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 11:02:48 AM
Division Approval	trooker	05/24/2016 18:48:16 PM
Department Approval	ecreceli	05/31/2016 11:52:17 AM
Contract Manager Approval	aree2	06/08/2016 11:41:29 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:05:39 PM
BOE Agenda Approval	nhovden	06/08/2016 17:54:13 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Mineral County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Mineral County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12866** Amendment Number: **2**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Mineral County Hospital District**

Agency Code: **403** Contractor Name: **Mineral County Hospital District**

Appropriation Unit: **3157-00** Address: **PO Box 1510**

Is budget authority available?: **Yes** City/State/Zip: **Hawthorne, NV 89415**

If "No" please explain: **Not Applicable** Contact/Phone: **775-945-2461**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **07/31/2016**Contract term: **5 years and 32 days**4. Type of contract: **Revenue Contract**  
Contract description: **Voluntary Contributn**

## 5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$120,000 to \$172,557 due to increased payments.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$120,000.00	\$120,000.00	\$120,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$52,557.00	\$52,557.00	\$52,557.00	Yes - Action
3. New maximum contract amount:	\$172,557.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Mineral County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
  
 b. Solicitation Waiver: **Exempt (Per statute)**  
 c. Why was this contractor chosen in preference to other?  
  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | aree2    | 06/17/2016 15:21:00 PM |
| Division Approval         | trooker  | 06/17/2016 17:11:08 PM |
| Department Approval       | ecreceli | 06/20/2016 08:12:16 AM |
| Contract Manager Approval | aree2    | 06/20/2016 08:21:40 AM |
| Budget Analyst Approval   | dreynol2 | 06/20/2016 08:44:55 AM |
| BOE Agenda Approval       | sbrown   | 06/20/2016 16:02:44 PM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17793**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Pershing County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Pershing County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>PO Box 661</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Lovelock, NV 89419</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-273-2621</b>
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$287,131.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 11:48:01 AM
Division Approval	trooker	05/24/2016 18:49:22 PM
Department Approval	ecreceli	05/31/2016 11:44:41 AM
Contract Manager Approval	aree2	06/08/2016 11:39:43 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:13:51 PM
BOE Agenda Approval	nhovden	06/08/2016 17:45:57 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Pershing County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Pershing County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17794**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Pershing County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>Pershing County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>PO Vox 661</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Lovelock, NV 89419</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-273-2621</b>
		Vendor No.:	
		NV Business ID:	<b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$454,028.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 11:53:07 AM
Division Approval	trooker	05/24/2016 18:49:44 PM
Department Approval	ecreceli	05/31/2016 11:43:55 AM
Contract Manager Approval	aree2	06/08/2016 11:40:37 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:15:28 PM
BOE Agenda Approval	nhovden	06/08/2016 17:44:28 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Pershing County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Pershing County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12881** Amendment Number: **2**

Legal Entity Name: **Pershing County Hospital District**

Agency Name: **HEALTH CARE FINANCING & POLICY** Contractor Name: **Pershing County Hospital District**

Agency Code: **403** Address: **PO Box 661**

Appropriation Unit: **3157-00** City/State/Zip: **Lovelock, NV 89419**

Is budget authority available?: **Yes** Contact/Phone: **775-273-2621**

If "No" please explain: **Not Applicable** Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **07/2016**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/31/2016**

Contract term: **5 years and 32 days**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

## 5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$240,000 to \$293,554 due to increased payments.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$240,000.00	\$240,000.00	\$240,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$53,554.00	\$53,554.00	\$53,554.00	Yes - Action
3. New maximum contract amount:	\$293,554.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Pershing County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
  
 b. Solicitation Waiver: **Exempt (Per statute)**  
 c. Why was this contractor chosen in preference to other?  
  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | aree2    | 06/17/2016 15:34:32 PM |
| Division Approval         | trooker  | 06/17/2016 17:07:30 PM |
| Department Approval       | ecreceli | 06/20/2016 08:10:21 AM |
| Contract Manager Approval | aree2    | 06/20/2016 08:20:34 AM |
| Budget Analyst Approval   | dreynol2 | 06/20/2016 08:24:30 AM |
| BOE Agenda Approval       | sbrown   | 06/20/2016 16:01:37 PM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17783**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3157-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: The South Lyon County Hospital District

Contractor Name: **The South Lyon County Hospital District**Address: **31 South Main Street**City/State/Zip: **Yerington, NV 89447**

Contact/Phone: 775-463-6531

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$240,943.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 15:05:28 PM
Division Approval	bvale1	05/27/2016 11:06:02 AM
Department Approval	ecreceli	05/31/2016 14:22:02 PM
Contract Manager Approval	aree2	06/08/2016 11:37:58 AM
Budget Analyst Approval	dreynol2	06/08/2016 16:30:08 PM
BOE Agenda Approval	nhovden	06/08/2016 16:56:57 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** The South Lyon County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from The South Lyon County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17784**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3157-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: The South Lyon County Hospital District

Contractor Name: **The South Lyon County Hospital District**Address: **31 South Main Street**City/State/Zip: **Yerington , NV 89447**

Contact/Phone: 775-463-6531

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplement**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$373,965.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/04/2016 15:24:50 PM
Division Approval	bvale1	05/27/2016 11:06:32 AM
Department Approval	ecreceli	05/31/2016 14:24:12 PM
Contract Manager Approval	aree2	06/08/2016 11:38:13 AM
Budget Analyst Approval	dreynol2	06/08/2016 16:31:54 PM
BOE Agenda Approval	nhovden	06/08/2016 17:29:29 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** The South Lyon County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from The South Lyon County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17797**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	White Pine County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>White Pine County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>1500 Avenue H</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Ely, NV 89301</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-289-3001
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on the outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,275,368.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Hospital District to pay the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 14:41:12 PM
Division Approval	trooker	05/24/2016 18:50:56 PM
Department Approval	ecreceli	05/31/2016 11:41:50 AM
Contract Manager Approval	aree2	06/08/2016 11:38:28 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:25:31 PM
BOE Agenda Approval	nhovden	06/08/2016 17:35:31 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** White Pine County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from White Pine County Hospital District for Voluntary Contributions for outpatient hospital services. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17799**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	White Pine County Hospital District
Agency Code:	<b>403</b>	Contractor Name:	<b>White Pine County Hospital District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>1500 Avenue H</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Ely, NV 89301</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-289-3001
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,177,962.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	05/05/2016 14:45:31 PM
Division Approval	trooker	05/24/2016 18:51:22 PM
Department Approval	ecreceli	05/31/2016 11:41:10 AM
Contract Manager Approval	aree2	06/08/2016 11:38:42 AM
Budget Analyst Approval	dreynol2	06/08/2016 14:26:56 PM
BOE Agenda Approval	nhovden	06/08/2016 17:33:16 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
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## MEMORANDUM

**Date:** May 4, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** White Pine County District Hospital

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from White Pine County Hospital District for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12880** Amendment Number: **2**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **White Pine County Hospital District**

Agency Code: **403** Contractor Name: **White Pine County Hospital District**

Appropriation Unit: **3157-00** Address: **1500 Avenue H**

Is budget authority available?: **Yes** City/State/Zip: **Ely, NV 89301**

If "No" please explain: **Not Applicable** Contact/Phone: **775-289-3001**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **07/31/2016**

Termination Date:

Contract term: **5 years and 32 days**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

## 5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive funds for the voluntary contributions which is calculated based on outpatient Upper Payment Limit Supplemental received by the non-state governmental-owned and operated hospital. This amendment increases the maximum amount from \$900,000 to \$1,155,037 due to increased payments.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$900,000.00	\$900,000.00	\$900,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$255,037.00	\$255,037.00	\$255,037.00	Yes - Action
3. New maximum contract amount:	\$1,155,037.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from White Pine County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No  
 a. List the names of vendors that were solicited to submit proposals (include at least three):  
  
 b. Solicitation Waiver: **Exempt (Per statute)**  
 c. Why was this contractor chosen in preference to other?  
  
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**  
 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**  
 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain
12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:  
 Contract Approvals:
- | Approval Level            | User     | Signature Date         |
|---------------------------|----------|------------------------|
| Budget Account Approval   | aree2    | 06/17/2016 15:36:36 PM |
| Division Approval         | trooker  | 06/17/2016 17:09:24 PM |
| Department Approval       | ecreceli | 06/20/2016 08:11:04 AM |
| Contract Manager Approval | aree2    | 06/20/2016 08:20:55 AM |
| Budget Analyst Approval   | dreynol2 | 06/20/2016 08:23:45 AM |
| BOE Agenda Approval       | sbrown   | 06/20/2016 16:00:34 PM |

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15862** Amendment Number: **2**

Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Morrison Management Specialists, Inc.**

Agency Code: **409** Contractor Name: **Morrison Management Specialists, Inc.**

Appropriation Unit: **3646-04** Address: **1727 Axenty Way**

Is budget authority available?: **Yes** City/State/Zip: **Redondo Beach, CA 90278**

If "No" please explain: Not Applicable Contact/Phone: **630-441-3774**

Vendor No.: **PUR0002019A**

NV Business ID: **NV20011302439**

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>51.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>38.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>11.00 % rental income</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **08/31/2016**

Termination Date:

Contract term: **3 years and 19 days**4. Type of contract: **Contract**Contract description: **food services**

## 5. Purpose of contract:

**This is the second amendment to the original contract which continues ongoing breakfast, lunch, dinner and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2016 to August 31, 2017 and increases the maximum amount from \$801,048 to \$1,180,985.57 due to the continued need for these services.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$425,000.00	\$425,000.00	\$425,000.00	Yes - Action
a. Amendment 1:	\$376,048.00	\$376,048.00	\$376,048.00	Yes - Action
2. Amount of current amendment (#2):	\$379,937.57	\$379,937.57	\$379,937.57	Yes - Action
3. New maximum contract amount:	\$1,180,985.57			
and/or the termination date of the original contract has changed to:	08/31/2017			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Food services are required for the hospitalized clients at the Desert Willow Treatment Center.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This facility is not equipped or staffed to provide food services.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

RFP3115 was conducted by State Purchasing. At the conclusion of the review process involving three state agencies, this vendor best met the RFP criteria.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, with DCFS and service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroukie	05/20/2016 10:15:35 AM
Division Approval	aroukie	05/20/2016 10:15:38 AM
Department Approval	ecreceli	05/20/2016 17:02:44 PM
Contract Manager Approval	sknigge	05/23/2016 10:05:42 AM
Budget Analyst Approval	dreynol2	05/27/2016 10:26:16 AM
BOE Agenda Approval	nhovden	06/03/2016 09:34:18 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15760**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF CORRECTIONS**Legal Entity  
Name: **Advanced Chemical Technology, Inc.**Agency Code: **440**Contractor Name: **Advanced Chemical Technology, Inc.**Appropriation Unit: **3715-09**Address: **8728 Utica Ave**Is budget authority  
available?: **Yes**City/State/Zip **Rancho Cucamonga, CA 91730**

If "No" please explain: Not Applicable

Contact/Phone: **Dan Earley, President 909/980-9366**Vendor No.: **T29018816**NV Business ID: **NV20101547478**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>98.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>2.00 % Silver State Industry Enterprise Fund</b>

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **07/08/2014**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2018**Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **Water Treatment**

5. Purpose of contract:

**This is the first amendment to the original contract which continues services for water and boiler chemical treatment to maintain steam boilers, cooling towers, feed water and condensate systems at Southern Nevada Correctional Center, High Desert State Prison, Southern Desert Correctional Center and Three Lakes Valley Conservation Camp. This amendment increases the maximum amount from \$229,810.44 to \$293,832.44 due to adding services for Northern Nevada Correctional Center, Stewart Conservation Camp, Silver State Industries/Dairy, Warm Springs Correctional Center and Lovelock Correctional Center.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$229,810.44	\$229,810.44	\$229,810.44	Yes - Action
2. Amount of current amendment (#1):	\$64,022.00	\$64,022.00	\$64,022.00	Yes - Action
3. New maximum contract amount:	\$293,832.44			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**For the health and safety of NDOC staff and offenders.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically, the Department has outsourced the water and boiler treatment services to ensure chemical usage is within FDA, GRAS and USDA approval guidelines. NDOC does not have the staff, expertise and/or equipment necessary to perform these services. No other State agency offers these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 201402, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/28/2014 Anticipated re-bid date: 02/28/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY10 to current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	05/23/2016 10:41:15 AM
Division Approval	dmartine	05/23/2016 18:03:34 PM
Department Approval	jborrowm	05/25/2016 12:35:03 PM
Contract Manager Approval	jhardy	05/25/2016 13:59:28 PM
Budget Analyst Approval	cmurph3	05/31/2016 15:25:24 PM
BOE Agenda Approval	pnicks	06/01/2016 08:35:55 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17861**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **All Budget Accounts - Category 09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Cashman Equipment Company  
Contractor Name: **Cashman Equipment Company**  
Address: **600 Glendale Avenue**City/State/Zip: **Sparks, NV 89431**

Contact/Phone: Jered Betancourt 775/332-2465

Vendor No.: PUR0000249

NV Business ID: NV19601000406

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 354 days**4. Type of contract: **Contract**Contract description: **Generator PM**

5. Purpose of contract:

**This is a new contract that continues ongoing preventative maintenance services on the generators for the department statewide.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$238,127.83****II. JUSTIFICATION**

7. What conditions require that this work be done?

Preventative maintenance service for the department generators ensures generators are operating to their full capacity should an emergency occur and backup power is needed at a facility. This is required for the security and safety of both department staff and offenders.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The department does not have the qualified staff and equipment necessary to maintain the generators. No other State agency performs this service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Energy Management Corp  
Cummins Rocky Mountain  
Cashman Equipment Company  
WW Williams Southwest

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3277, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2016 Anticipated re-bid date: 02/04/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	05/25/2016 10:06:58 AM
Division Approval	dmartine	05/29/2016 12:07:35 PM
Department Approval	jborrowm	06/08/2016 10:20:35 AM
Contract Manager Approval	drosenbe	06/08/2016 10:21:42 AM
Budget Analyst Approval	cmurph3	06/13/2016 09:09:36 AM
BOE Agenda Approval	pnicks	06/14/2016 10:42:33 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17755**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4554-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Express Janitorial

Contractor Name: **Express Janitorial**Address: **1901 Silverada Boulevard**City/State/Zip: **Reno, NV 89512**

Contact/Phone: Jose Castro Serrano 775-337-2322

Vendor No.: T27039163

NV Business ID: NV20151602240

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2016**

Anticipated BOE meeting date 06/2017

Retroactive? **Yes**

If "Yes", please explain

Due to changes in fiscal management staff the RFP and subsequent award process was not able to be completed in the time necessary.

3. Termination Date: **06/30/2018**Contract term: **2 years and 149 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide janitorial services and consumables for the northern Nevada headquarters and Weights and Measures buildings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$84,620.00**

Payment for services will be made at the rate of \$2,540.00 per month

Other basis for payment: additional \$2,740.00 bi-annually for extensive cleaning of windows and carpets.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Janitorial services and paper product restocking for the department of Agriculture's northern headquarters and consumer equitability building.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State does not employ full time janitorial staff of this location.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Express Janitorial  
FAAD Janitorial  
Enterprise Janitorial

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	05/07/2016 09:05:03 AM
Division Approval	mston1	05/07/2016 09:05:06 AM
Department Approval	mston1	05/07/2016 09:05:08 AM
Contract Manager Approval	mston1	06/13/2016 08:44:02 AM
Budget Analyst Approval	hfield	06/13/2016 09:39:26 AM
BOE Agenda Approval	lfree1	06/14/2016 10:25:48 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

JAMES R. BARBEE  
Director

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**DEPARTMENT OF AGRICULTURE**

405 South 21<sup>st</sup> Street  
Sparks, Nevada 89431-5557  
Telephone (775) 353-3601 Fax (775) 353-3661  
Website: <http://www.agri.nv.gov>

Elko Office:  
4780 E. Idaho Street  
Elko NV 89801-4672  
(775) 738-8076  
Fax (775) 738-2639

**RECEIVED**

JUN 08 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

May 27, 2016

This is a request to retroactively approve the Nevada Departments of Agriculture's (NDA) contract with Express Janitorial. Express Janitorial will provide the Department of Agriculture with necessary cleaning services such as emptying trash, cleaning of bathrooms, vacuuming and spot cleaning of floors, bi-annual carpet and window cleanings as well as all paper products to be stocked in the bathrooms and breakrooms.

Due to recent unforeseen and very impactful departures of members from the departments fiscal management team the ability to prepare, administer, negotiate and finalize this contract through the RFP process has required more time than initially anticipated. This has created a need for Express Janitorial, the vendor selected for award, to begin janitorial services despite the lack of an executed contract with the vendor.

Thank you,

Debra Crowley  
Acting Fiscal Administrator

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17513**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity  
Name: **Currant Creek Outfitters, LLC**Agency Code: **702**Contractor Name: **Currant Creek Outfitters, LLC**Appropriation Unit: **4464-22**Address: **371 Mountain City Hwy. #13**Is budget authority  
available?: **Yes**City/State/Zip **Elko, NV 89801**

If "No" please explain: Not Applicable

Contact/Phone: **775-397-5000**Vendor No.: **T32004031**NV Business ID: **NV20091367954**To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Predator Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **16-38**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **03/08/2016**  
Examiner's approval?Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2016**  
Termination Date:Contract term: **1 year and 298 days**4. Type of contract: **Contract**Contract description: **Mtn Lion Removal**

5. Purpose of contract:

**This is the first amendment to the original contract which provides mountain lion removal in unit 074 of the State. This amendment extends the termination date from December 31, 2016, to December 31, 2017, and increases the maximum amount from \$25,000 to \$50,000 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$50,000.00	Yes - Action
3. New maximum contract amount:	\$50,000.00			
and/or the termination date of the original contract has changed to:	12/31/2017			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



Decrease predation from mountain lions for all age classes of Rocky Mountain bighorn sheep. Removal of mountain lions will increase understanding of population dynamics and age structure, and will help to determine the level of exploitation in the population.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOW does not have the qualifications to meet the needs of this project.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Sean Shea  
Currant Creek Outfitters  
DG Tools  
Humboldt Wildlife

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This was the only response.

- d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currant Creek Outfitters is currently under contract with NDOW and has satisfactory services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	05/26/2016 12:05:25 PM
Division Approval	dwendell	05/26/2016 12:05:46 PM
Department Approval	eobrien	05/27/2016 16:14:52 PM
Contract Manager Approval	dwendell	06/01/2016 07:39:20 AM
Budget Analyst Approval	sbrown	06/10/2016 16:03:14 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17897**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Whisper Jet, Inc.**Contractor Name: **Whisper Jet, Inc.**Address: **1880 Gentry Way, Hangar 2**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Geoff Hall 425-633-0899**Vendor No.: **T32003849**NV Business ID: **NV20141494234**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Sportmen fee**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 16-65

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2020**Contract term: **4 years and 31 days**4. Type of contract: **Contract**Contract description: **Copter Maintenance**

5. Purpose of contract:

**This is a new contract to provide helicopter maintenance for a Bell 206BIII and Bell 407HP with HTS900 engine at the department's Minden hangar or a location of their choosing within 60 air miles of the Minden airport.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide well maintained safe Aircraft for our pilots and personal.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The NDOW Air Operations Division does not have the ability to provide full time in-house maintenance.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

DFC, Inc., DbA Advanced Helicopter Services  
Whisper Jet, Inc.b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3241, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/31/2016 Anticipated re-bid date: 03/01/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	06/01/2016 15:49:11 PM
Division Approval	lgleason	06/02/2016 13:19:54 PM
Department Approval	eobrien	06/06/2016 08:39:52 AM
Contract Manager Approval	dwendell	06/06/2016 11:07:39 AM
Budget Analyst Approval	cpalme2	06/10/2016 16:05:50 PM
BOE Agenda Approval	sbrown	06/14/2016 09:00:04 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17900**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Humboldt Wildlife, LLC**Contractor Name: **Humboldt Wildlife, LLC**Address: **PO Box 8431**City/State/Zip: **Spring Creek, NV 89815**Contact/Phone: **Sam Sanders 775-340-5949**Vendor No.: **T27036651**NV Business ID: **NV20131371246**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>25.00 %</b>	<b>Habitat Conservation Fees</b>
<b>X</b> Federal Funds	<b>25.00 %</b>	<b>X</b>	Bonds	<b>25.00 %</b>	
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>25.00 %</b>	<b>NGO Contributed Funds</b>

Agency Reference #: **16-64**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2020**Contract term: **3 years and 336 days**4. Type of contract: **Contract**Contract description: **IPS Herbicide**

5. Purpose of contract:

**This is a new contract to provide the application of herbicide/pesticide to control invasive plant species in remote areas of the State.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Weed control on State and Federally managed public lands is a priority for resource management agencies. NDOW does not have the ability to provide the appropriate amount of labor to fund this effort on a yearly basis. This contract will facilitate additional options to address current weed issues.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**At present NDOW maintains management responsibility on tens of thousands of acres of State owned lands within Nevada. We currently do not have the ability to treat weeds across the breath of NDOW and federally managed lands.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3241, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/13/2016 Anticipated re-bid date: 05/01/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Humboldt Wildlife was in a contract with NDOW and had satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	06/02/2016 13:07:00 PM
Division Approval	lgleason	06/02/2016 13:22:12 PM
Department Approval	eobrien	06/06/2016 08:57:38 AM
Contract Manager Approval	dwendell	06/06/2016 09:29:41 AM
Budget Analyst Approval	sbrown	06/10/2016 16:04:32 PM
BOE Agenda Approval	sbrown	06/10/2016 16:04:47 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17906**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Rangeland Invasive Plant Management, LLC.

Contractor Name: **Rangeland Invasive Plant Management, LLC.**Address: **PO Box 1864**City/State/Zip: **Carlin, NV 89822**

Contact/Phone: Mathew Patrick 775-753-1015

Vendor No.:

NV Business ID: NV20141713576

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **25.00 % Habitat Conservation Fees****X** Federal Funds **25.00 %** **X** Bonds **25.00 %**Highway Funds 0.00 % **X** Other funding **25.00 % NGO Contributed Funds**

Agency Reference #: 16-63

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2020**Contract term: **3 years and 336 days**4. Type of contract: **Contract**Contract description: **IPS Herbicide**

5. Purpose of contract:

**This is a new contract to provide the application of herbicide/pesticide to control invasive plant species in remote areas of the State.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Weed control on State and Federally managed public lands is a priority for resource management agencies. NDOW does not have the ability to provide the appropriate amount of labor to fund this effort on a yearly basis. This contract will facilitate additional options to address current weed issues.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

At present NDOW maintains management responsibility on tens of thousands of acres of State owned lands within Nevada. We currently do not have the ability to treat weeds across the breadth of NDOW and federally managed lands.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Las Vegas Review  
Reno Gazette Journal  
State Purchasing Website  
Tipton's Pest Control  
Apex Pest Control, LLC  
Slater Seeding  
Rangeland Invasive Plant Management, LLC  
Humboldt Wildlife, LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3241, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/13/2016 Anticipated re-bid date: 05/01/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	06/02/2016 16:01:20 PM
Division Approval	Igleason	06/03/2016 08:04:05 AM
Department Approval	eobrien	06/06/2016 08:27:18 AM
Contract Manager Approval	dwendell	06/06/2016 09:29:14 AM
Budget Analyst Approval	sbrown	06/10/2016 16:05:29 PM
BOE Agenda Approval	sbrown	06/10/2016 16:05:36 PM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17869**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3175-74**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY**Contractor Name: **U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY**Address: **160 N. STEPHANIE STREET**City/State/Zip: **HENDERSON, NV 89704**Contact/Phone: **Jon Wilson 702-564-4540**Vendor No.: **PUR0000332C**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2017-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Settlement Income</b>

Agency Reference #: **DEP#16-033**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/11/2021**Contract term: **5 years**4. Type of contract: **Cooperative Agreement**Contract description: **USGS Stream JFA- BMI**

5. Purpose of contract:

**This is a new joint funding agreement to assist management effort to remove perchlorate from the Las Vegas Wash originating with the Black Mountain Industrial complex. This agreement will provide additional needed data on stream discharge and surface water/groundwater interactions that will help guide future remediation decisions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$697,020.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Black Mountain Industrial (BMI) complex in Henderson, Nevada has been the site of industrial chemical production since 1942 by various companies including the U.S. Government for the World War 2 effort. A contaminant from these activities, perchlorate, was discovered in the Las Vegas Wash and prompted further investigation by NDEP. NDEP's planned future remediation activities will require the data from USGS that will be provided through this agreement.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The NV Division of Environmental Protection does not have the staffing, instrumentation or expertise to perform these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the Nevada Division of Environmental Protection is authorized to enter into agreements with the U.S. Geological Survey under NRS 277.080 to 277.170.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in products, data and analysis widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	05/25/2016 10:44:08 AM
Division Approval	glovato	05/27/2016 13:32:26 PM
Department Approval	demme	05/31/2016 08:38:21 AM
Contract Manager Approval	sgotta	05/31/2016 15:32:34 PM
Budget Analyst Approval	cpalme2	06/03/2016 15:59:33 PM
BOE Agenda Approval	sbrown	06/14/2016 13:42:59 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17767**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3186-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RESOURCE CONCEPTS, INC.**Contractor Name: **RESOURCE CONCEPTS, INC.**Address: **340 NORTH MINNESOTA STREET**City/State/Zip: **CARSON CITY, NV 89703-4152**Contact/Phone: **W. Marvin Tebeau 775/883-1600**Vendor No.: **T12785100**NV Business ID: **NV19781005208**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **RFP 3245 MT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Wellhead Protection**

5. Purpose of contract:

**This is a new contract to provide assistance to communities and small public water systems in the development and implementation of Community Source Water/Wellhead Protection Plans in accordance with the State's Integrated Water Protection program, while coordinating with and assisting the division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,080,000.00**

Other basis for payment: Quarterly, based on work completed

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal Government has dictated the cities/communities have a Wellhead Protection Program (WHPP) and has allocated funds to the State of Nevada for this purpose

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Communities are the lead agencies and need community involvement. The State only monitors the project(s) and does not mandate.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Resource Concepts, Inc.  
Stanka Engineering

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3245, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee

d. Last bid date: 02/08/2012 Anticipated re-bid date: 01/02/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

1998 to 2016, Division of Environmental Protection. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	05/23/2016 11:18:15 AM
Division Approval	tbouas	05/23/2016 11:18:57 AM
Department Approval	tbouas	05/23/2016 11:19:00 AM
Contract Manager Approval	tbouas	06/01/2016 14:52:17 PM
Budget Analyst Approval	cpalme2	06/10/2016 15:50:32 PM
BOE Agenda Approval	sbrown	06/14/2016 09:01:58 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17819**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3823-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: MicroPact Global, Inc

Contractor Name: **MicroPact Global, Inc**Address: **3400 Players Club Parkway  
Suite 100**City/State/Zip: **Memphis, TN 38125**

Contact/Phone: 901-425-0130

Vendor No.: T29027255

NV Business ID: NV20111131791

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/11/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**The Real Estate Division had a contract with Iron Data Solutions for server hosting for the past 4 years (CETS #13194), which expired on April 10, 2016. Iron Data Solutions was acquired by MicroPact Global during the prior contract period. Real Estate has two contracts with MicroPact Global, a yearly maintenance contract and a server hosting contract. However, renewal of the hosting contract was overlooked.**

3. Termination Date: **04/30/2020**Contract term: **4 years and 20 days**4. Type of contract: **Contract**Contract description: **MicroPact - Hosting**

5. Purpose of contract:

**This is a new contract to continue to host hardware and software for the operation of the MicroPact Global, Inc. (formerly Iron Data) applications; for the licensing of individuals and companies performing various aspects of real estate related transactions. Services include maintenance of physical hardware, secure hosting environment for system software, backup system, monitoring and management of system updates, database and application server management and incident resolution.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,232.00**

Payment for services will be made at the rate of \$1,574.50 per month

Other basis for payment: for year 1, \$1,637.50 per month for year 2, \$1,703.00 per month for year 3 and \$1,771.00 per month for year 4

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract is to provide hosting services for the Real Estate Division's "System of Record". Services of this contract include, maintenance of physical hardware, secure hosting environment for system software, backup system, monitoring and management of system updates, database and application server management and incident resolution. Priority software is hosted by vendor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is propriety software requiring a specialized environment accessible to vendor support team. EITS Virtual Server cost and support would require EITS to allocate labor hours to support the Division's servers. This additional labor requirement is not supported by existing staff and would require EITS to add a new position. This would not be cost effective for the agency.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160506**

**Approval Date: 05/09/2016**

c. Why was this contractor chosen in preference to other?

Sole source-proprietary software

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

None needed. Sole Source Waiver.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	06/01/2016 13:17:52 PM
Division Approval	ghilgar	06/01/2016 13:18:09 PM
Department Approval	knielsen	06/03/2016 12:08:37 PM
Contract Manager Approval	ghilgar	06/03/2016 12:11:27 PM
DoIT Approval	bbohm	06/09/2016 08:20:02 AM
Budget Analyst Approval	cschon1	06/14/2016 15:30:53 PM
BOE Agenda Approval	lfree1	06/15/2016 14:48:27 PM
BOE Final Approval	Pending	



State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Hang  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	11605009

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency:</b> 748 Real Estate Division		
	Michael Jory, Deputy Administrator	775.684.1901	mjory@red.nv.gov
	Joseph (JD) Decker, Administrator	702.486.4034	jdecker@red.nv.gov
	Grace Hilgar-Devito	702.486.5134	ghilgar@business.nv.gov

1b	<b>Vendor Information:</b>	
	Identify Vendor:	Micropact (formerly Iron Data)
	Contact Name:	Karen M. Edelen, Contracts Manager
	Address:	Contracts: 1215 Fern Ridge Pkwy. Ste. 208, St. Louis, MO 63141 Corporate: 3400 Players Club Pkwy, Ste. 100, Memphis, TN 38125
	Telephone Number:	314.744.7317
	Email Address:	Karen.Edelen@micropact.com

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	Sole Source
	Professional Service Exemption:	

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	May 1, 2016	End Date:

1f	<b>Funding:</b>	
	State Appropriated:	Yes (included in base budget)
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	\$80,232



2	Provide a description of work/services to be performed or commodity/good to be purchased:
	This contract is to provide hosting services for the Real Estate Division's "System of Record". Services of this contract include; maintenance of physical hardware, secure hosting environment for system software, backup system, monitoring and management of system updates, database & application server management and incident resolution.

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	Proprietary software hosted by vendor. A previous contract was in place and this is a subsequent renewal with no revisions to services.

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	MicroPact utilizes state-of-the-art monitoring and analysis tools to proactively monitor resources, identify problems before they occur, and resolve them whether their root cause is within the hosted infrastructure, or with the hosted eLicense products. Since the eLicense products, along with their Maintenance and Support, are MicroPact proprietary products that are only available from MicroPact, MicroPact is the only hosting service that can provide a seamless connection between the supported environment and the supported software, enabling fast, knowledgeable, and expert turnaround of issue identification and resolution through to the deployment of solutions.

5	Were alternative services or commodities evaluated? Check One.	Yes:	No:	X
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.			
	b. If not, why were alternatives not evaluated?			
	Sole Source provider with specialized hosting environment requirements and services related to Division's System of Record. This is a renewal contract.			

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.				Yes:	X	No:	
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver #)			
	5/9/12	4/10/16	\$71,328	Hosting Services	Waiver# 120303			
			\$					
			\$					

		\$		
		\$		
		\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	We would have to source another vendor with ability to configure system of record software to hosting environment and provide like services. MicroPact is software provider, support and maintenance for software in addition to providing hosting service. System of Record software wouldn't be supported in the same manner (integrated) with another vendor.

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	This is proprietary software requiring a specialized environment accessible to vendor support team. Costs are fair and reasonable, based on costs of a replacement vendor configuring a new hosting environment to accommodate our software. EITS Virtual Server cost and support would require EITS to allocate labor hours to support the Division's servers. This additional labor requirement is not supported by existing staff and would require EITS to add a new position. This would not be cost effective.

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	X
	a. If yes, please provide details regarding future obligations or needs.				
	We are not obligated beyond the contract term. If we decided to make a change in the future, we would begin the RFP process well in advance of the contract's expiration.				

\* Note: See memo from EITS + note from Admin, pg 4 \*

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Michael Jory  
Agency Representative Initiating Request

Michael Jory  
Print Name of Agency Representative Initiating Request

3/30/16  
Date

[Signature]  
Signature of Agency Head Authorizing Request

JD DECKER  
Print Name of Agency Head Authorizing Request

03/30/16  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

ENTERPRISE I.T. SERVICES DIVISION

Representative Providing Review

Alan Regan  
Print Name of Representative Providing Review

5/5/16  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature]  
Administrator, Purchasing Division or Designee

5-9-2016  
Date

\* Note: Agency must include copy of EITS memo with paperwork submitted to Budget.\*

Brian Sandoval  
Governor



Patrick Cates  
Director

Shannon Rahming  
Chief Information Officer

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise I.T. Services Division*

100 N. Stewart Street, Suite 100 | Carson City, NV 89701  
Phone: (775) 684-5800

May 3, 2016

Cindy Stoeffler, Program Officer  
Purchasing Division  
515 E. Musser Drive  
Carson City, Nevada 89701

RE: Solicitation Waiver for Real Estate Division

Dear Ms. Stoeffler;

The solicitation waiver requested by the Real Estate Division is for renewal of an existing agreement for a SAAS solution for their "System of Record" services from MicroPact. In their request for a waiver they have indicated this is proprietary software and only available through this vendor. They are subscribing to server and storage through MicroPact. Although we have no concern for the solution they have requested, and this is a request for renewal of an existing service, the statement in #8 is not totally accurate. Within our server services we could support this application if the vendor provides an in house solution. The facility is evaluating the rates per server and it is anticipated that the server costs would be comparable to the vendor. We would not have a concern regarding the labor to support the application and would not require additional staff. The staffing is included in the price per server and would not be a concern for the Real Estate Division.

From a technical point of view we have no concerns with this waiver based on the claim that it is proprietary and is a continuation of the current solution. In the future, if the agency wishes to compare the costs for hosting the application, Enterprise IT would be available to assist with the analysis.

Respectfully,

A handwritten signature in cursive script that reads "Alan Rogers".

Alan Rogers, Deputy Administrator

cc: Sean Montierth



**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**DIRECTOR'S OFFICE**  
**FISCAL SERVICES**

**MEMORANDUM**

**DATE:** May 31, 2016

**TO:** Christian Schonlau  
Budget Analyst IV

**FROM:** Grace L Hilgar-DeVito  
Administrative Services Officer I

**RE:** Request for Retroactive Contract Approval: Hosting Contract for Real Estate Division, 2016-2020, CETS #17819

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Attached is a retroactive contract between the Real Estate Division and MicroPact Global Inc.

The Real Estate Division had a contract with Iron Data Solutions for server hosting for the past 4 years (CETS #13194), which expired on April 10, 2016. Iron Data Solutions was acquired by MicroPact Global during the prior contract period. Real Estate has two contracts with MicroPact Global, a yearly maintenance contract and a server hosting contract. The maintenance contract renewal begins June 1, 2016 and I believed the Web Hosting began on June 1, 2016. This was an oversight on my part.

A sole source waiver was submitted to the Purchasing Division on April 7<sup>th</sup>, 2016. Purchasing forwarded this to EITS for approval. EITS approval further delayed the process. The Real Estate Division did not receive the approved sole source waiver from Purchasing until May 9<sup>th</sup>, 2016. The agency missed the May 3, 2016 deadline for the June 7<sup>th</sup>, 2016 BOE meeting and is now submitting this retroactive request for approval at the July 12<sup>th</sup> Board of Examiners' approval.

Your consideration for the approval of this contract is greatly appreciated.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17919**

Agency Name:	<b>B&amp;I - MANUFACTURED HOUSING DIV</b>	Legal Entity Name:	GL SUITE, LLC
Agency Code:	<b>754</b>	Contractor Name:	<b>GL SUITE, LLC</b>
Appropriation Unit:	<b>All Budget Accounts - Category 26</b>	Address:	<b>dba GL Solutions 856 NW BOND ST SUITE 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>BEND, OR 97703</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Bennett 541/312-3662
		Vendor No.:	PUR0002472
		NV Business ID:	NV2010523765
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2021</b>		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	<b>X</b> Fees	<b>100.00 % Manufactured Housing Fees</b>
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	3238		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **System Upgrade**

5. Purpose of contract:

**This is a new contract to provide for replacement of the core software systems used to support the permit, inspection, and investigative functions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$320,440.00**

Other basis for payment: To be paid in accordance with project deliverables outlined in Attachment DD with a 10% holdback in accordance with Attachment AA, Part C, Item 5. The holdback will be paid three weeks after successful implementation of the new system.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Implementation of new system was approved by the 2015 Legislature, via a TIR. Please see decision unit E550 in BA 3814, 3842, 3843, and 3847.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have the capability to provide this service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

TGI Systems  
Metex  
Eight Cloud

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 3238 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/19/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with the Contractor's Board and has been verified as performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	emeckes	06/08/2016 11:35:21 AM
Division Approval	emeckes	06/08/2016 11:35:27 AM
Department Approval	knielsen	06/10/2016 10:59:11 AM
Contract Manager Approval	emeckes	06/10/2016 11:00:18 AM
DoIT Approval	bbohm	06/14/2016 10:45:00 AM
Budget Analyst Approval	cschonl1	06/14/2016 10:45:32 AM
BOE Agenda Approval	lfree1	06/14/2016 14:26:42 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17862**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>BOARD OF REGENTS-CSN</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>BOARD OF REGENTS-CSN</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>CSN CONTROLLERS OFFICE 3200 E CHEYENNE AVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>NORTH LAS VEGAS, NV 89030</b>
If "No" please explain:	Not Applicable		
		Contact/Phone:	<b>702/651-4344</b>
		Vendor No.:	<b>D35000800</b>
		NV Business ID:	<b>Governmental Entitiy</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-GR-CSN-(Apprenticeship)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing funding for apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$289,986.00**

Other basis for payment: The State will process payment when request for funds from Board of Regents-College of Southern is received and approved by the department, normally once a month, with the total Contract amount not to exceed \$289,986.00. These funds represent Program Year 2016 Workforce Investment Act Administration funds administered by the Nevada Department of Employment, Training and Rehabilitation, Employment Security Division.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Opportunity Act (WIOA) of 2014.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The division does not employ staffs who are qualified to operate an apprenticeship program.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**



a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Regents-College of Southern Nevada has been contracted with the department since November of 2011 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:46:58 AM
Division Approval	rolso1	05/31/2016 13:53:19 PM
Department Approval	jmcentee	06/01/2016 16:15:25 PM
Contract Manager Approval	kwynands	06/10/2016 14:13:15 PM
Budget Analyst Approval	tgreenam	06/14/2016 12:51:09 PM
BOE Agenda Approval	sbrown	06/14/2016 13:46:58 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17875**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>BOARD OF REGENTS-TMCC</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>BOARD OF REGENTS-TMCC</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>CONTROLLERS OFFICE - EL CORD 7000 DANDINI BLVD RM 318</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89512-3999</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/673-7155</b>
		Vendor No.:	<b>D35000841</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-GR-TMCC-Apprenticeship**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing funding for apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$84,704.00**

Other basis for payment: The State will process payment when request for funds from Board of Regents-Truckee Meadows Community College is received and approved by the department, normally once a month, with the total Contract amount not to exceed \$84,704. These funds represent Program Year 2016 Workforce Investment Opportunity Act Administration funds administered by the Nevada Department of Employment, Training and Rehabilitation's Employment Security Division.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Opportunity Act (WIOA) of 2014.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The division does not employ staffs who are qualified to operate an apprenticeship program.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

Yes

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Board of Regents-Truckee Meadows Community College has been contracted with the department since October of 2011 and performance has been satisfactory.

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/01/2016 11:22:08 AM
Division Approval	rolso1	06/03/2016 15:52:03 PM
Department Approval	jmcentee	06/06/2016 09:16:54 AM
Contract Manager Approval	kwynands	06/06/2016 09:48:30 AM
Budget Analyst Approval	tgreenam	06/14/2016 09:48:39 AM
BOE Agenda Approval	sbrown	06/14/2016 13:52:32 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17836**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>NEVADAWORKS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>NEVADAWORKS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>NEVADAWORKS 6490 S MCCARRAN BLVD A, SUITE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89509-6119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/284-1338</b>
		Vendor No.:	<b>T27003177</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-A-01-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**All Workforce Innovation Opportunity Act (WIOA) Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.**

3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA Adult Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to adults in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,311,781.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,311,781 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:35:10 AM
Division Approval	rolso1	05/31/2016 13:53:57 PM
Department Approval	jmcentee	06/06/2016 09:16:00 AM
Contract Manager Approval	kwynands	06/06/2016 09:43:57 AM
Budget Analyst Approval	tgreenam	06/14/2016 12:47:44 PM
BOE Agenda Approval	sbrown	06/14/2016 13:49:00 PM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 16, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *James R. Wells, Clerk*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Adult Allotments: PY16-A-01-WIOA

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to July 1, 2016. All Workforce Innovation Opportunity Act (WIOA) Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's adults. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17842**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>NEVADAWORKS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>NEVADAWORKS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>NEVADAWORKS 6490 S MCCARRAN BLVD A, SUITE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89509-6119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/284-1338</b>
		Vendor No.:	<b>T27003177</b>
		NV Business ID:	<b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2018</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY16-Y-01-WIOA

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**All Workforce Innovation Opportunity Act (WIOA) Youth program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2016.**

3. Termination Date: **06/30/2018**Contract term: **2 years and 90 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA Youth Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to youth in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,114,440.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,114,440 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training, and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:36:28 AM
Division Approval	rolso1	05/31/2016 13:56:01 PM
Department Approval	jmcentee	06/06/2016 09:16:17 AM
Contract Manager Approval	kwynands	06/06/2016 09:35:52 AM
Budget Analyst Approval	tgreenam	06/14/2016 13:28:57 PM
BOE Agenda Approval	sbrown	06/15/2016 11:32:26 AM
BOE Final Approval	Pending	





State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 16, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** Don Soderberg, Director, Department of Employment, Training and Rehabilitation  
*James R. Wells, CFO for*

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Youth Allotments:  
PY16-Y-01-WIOA

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The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to April 1, 2016. All Workforce Innovation Opportunity Act (WIOA) Youth program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17841**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>NEVADAWORKS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>NEVADAWORKS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>NEVADAWORKS 6490 S MCCARRAN BLVD A SUITE 1</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89509-6119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/284-1338</b>
		Vendor No.:	<b>T27003177</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-DW-01-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**All Workforce Innovation Opportunity Act (WIOA) Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016**

3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA DW Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to dislocated workers in northern Nevada as required by the Workforce Innovation Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,017,849.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,017,849 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training, and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:35:34 AM
Division Approval	rolso1	05/31/2016 13:55:26 PM
Department Approval	jmcentee	06/06/2016 09:16:36 AM
Contract Manager Approval	kwynands	06/06/2016 09:26:06 AM
Budget Analyst Approval	tgreenam	06/14/2016 12:49:03 PM
BOE Agenda Approval	sbrown	06/14/2016 13:48:08 PM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 16, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *James R. Wells, CFO for*  
Den Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Dislocated Worker Allotments:  
PY16-DW-01-WIOA

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The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks to July 1, 2016. All Workforce Innovation Opportunity Act (WIOA) Dislocated Worker program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's dislocated worker. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17846**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>WORKFORCE CONNECTIONS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>WORKFORCE CONNECTIONS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>6330 W CHARLESTON BLVD STE 150</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146-1183</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/638-8750</b>
		Vendor No.:	<b>T81079028</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-A-02-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**All Workforce Innovation Opportunity Act (WIOA) Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.**

3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA Adult Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,981,237.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contact, not to exceed the contract maximum of \$8,981,237 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:40:28 AM
Division Approval	rolso1	05/31/2016 13:57:30 PM
Department Approval	jmcentee	06/02/2016 15:49:01 PM
Contract Manager Approval	kwynands	06/10/2016 16:11:57 PM
Budget Analyst Approval	tgreenam	06/14/2016 13:29:45 PM
BOE Agenda Approval	sbrown	06/15/2016 11:31:41 AM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 17, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *James R. Wells, Clerk*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Adult Allotments: PY16-A-02-WIOA

**RECEIVED**

JUN 07 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Workforce Connections retroactive to July 1, 2016. All Workforce Innovation Opportunity Act (WIOA) Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Workforce Connections under this contract provide an important function that ensures employment and training services to southern Nevada's adults. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17888**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>WORKFORCE CONNECTIONS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>WORKFORCE CONNECTIONS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>6330 W CHARLESTON BLVD STE 150</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146-1183</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/638-8750</b>
		Vendor No.:	<b>T81079028</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-DW-02-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**All Workforce Innovation Opportunity Act (WIOA) Dislocated Workert program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.**

3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA DW Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to dislocated workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,232,774.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contact, not to exceed the contract maximum of \$3,232,774 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited?

No



Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/01/2016 11:20:21 AM
Division Approval	jmcentee	06/02/2016 15:49:22 PM
Department Approval	jmcentee	06/02/2016 15:49:25 PM
Contract Manager Approval	kwynands	06/10/2016 16:14:41 PM
Budget Analyst Approval	tgreenam	06/14/2016 13:23:24 PM
BOE Agenda Approval	sbrown	06/15/2016 11:33:24 AM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *James R. Wells, CFO for*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Dislocated Worker Allotments:  
PY16-DW-02-WIOA

**RECEIVED**

JUN 07 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Workforce Connections retroactive to July 1, 2016. All Workforce Innovation Opportunity Act (WIOA) Dislocated Worker program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Workforce Connections under this contract provide an important function that ensures employment and training services to southern Nevada's dislocated workers. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17874**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>WORKFORCE CONNECTIONS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>WORKFORCE CONNECTIONS</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>6330 W CHARLESTON BLVD STE 150</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146-1183</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/638-8750</b>
		Vendor No.:	<b>T81079028</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-Y-02-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**Workforce Innovation Opportunity Act (WIOA) Youth program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2016.**

3. Termination Date: **06/30/2018**Contract term: **2 years and 90 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIOA Youth Funds**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing employment and training services to youth in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,987,530.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$5,987,530 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:40:46 AM
Division Approval	rolso1	05/31/2016 13:56:22 PM
Department Approval	jmcentee	06/02/2016 15:48:43 PM
Contract Manager Approval	kwynands	06/10/2016 16:17:14 PM
Budget Analyst Approval	tgreenam	06/14/2016 08:24:47 AM
BOE Agenda Approval	sbrown	06/14/2016 13:49:59 PM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** May 20, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *Jennifer McIntire, CFO for*  
Den Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Innovation and Opportunity Act Youth Allotments: PY16-Y-02-WIOA

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The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Workforce Connections retroactive to April 1, 2016. All Workforce Innovation Opportunity Act Youth program allotments information was not received from the U. S. Department of Labor (TEGL No. 17-15) until April 5, 2016. At that time, DETR was tasked with calculating the allotments for each Local Workforce Development Board.

The services rendered by Workforce Connections under this contract provide an important function that ensures employment and training services to southern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**RECEIVED**

JUN 07 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17596**Agency Name: **PUBLIC EMPLOYEES' BENEFITS**Agency Code: **950**Appropriation Unit: **1338-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AON CONSULTING, INC.**Contractor Name: **AON CONSULTING, INC.**Address: **707 Wilshire Blvd**City/State/Zip: **Los Angeles, CA 90017**

Contact/Phone: Kirby Bosley 213-630-2903

Vendor No.: T27021582A

NV Business ID: NV19921026511

To what State Fiscal Year(s) will the contract be charged? **2017-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Premium Revenue 73% State Subsidy 27%</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **6 years**4. Type of contract: **Contract**Contract description: **Actuary Consultant**

5. Purpose of contract:

**This is a new contract that continues ongoing actuary consulting services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Public Employees' Benefits Program requires the services of an actuary consultant.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise to advise on a plan of the size and scope of PEBP.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Segal Group  
 Deloitte Consulting Group  
 Milliman Inc

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**Pursuant to RFP #3211, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.**

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Aon is PEBP's current actuary consultant. PEBP is satisfied by the services provided by Aon.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstron1	03/18/2016 10:33:55 AM
Division Approval	mstron1	03/18/2016 10:33:58 AM
Department Approval	cglover	03/18/2016 16:14:21 PM
Contract Manager Approval	mstron1	05/20/2016 08:33:35 AM
Budget Analyst Approval	nhovden	06/03/2016 12:14:13 PM
BOE Agenda Approval	nhovden	06/03/2016 12:14:18 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

DAMON HAYCOCK  
Executive Officer

STATE OF NEVADA  
**PUBLIC EMPLOYEES' BENEFITS PROGRAM**

901 S. Stewart Street, Suite 1001  
Carson City, Nevada 89701  
Telephone (775) 684-7000 · (800) 326-5496  
Fax (775) 684-7028  
[www.pebp.state.nv.us](http://www.pebp.state.nv.us)



LEO M. DROZDOFF, P.E.  
Board Chairman

Memorandum

**DATE:** June 9, 2016  
**TO:** Nikki Hovden, Budget Analyst  
**FROM:** Megan Sloan, Public Employees' Benefits Program  
**SUBJECT:** Retroactive Start Date for Aon Hewitt

Please consider this retroactive start date request for the contract between the Public Employees' Benefits Program and Aon Hewitt for actuary consulting services. The contract is scheduled to be approved by the Board of Examiners on July 12, 2016 and the requested start date is July 1, 2016.

PEBP and Aon were not able to conclude the contract negotiations by the agency deadline for the June BOE meeting, the retroactive start date is a result of longer than anticipated negotiations with the vendor and a continued need for the service from July 1-July 11.

Please let me know if you have any questions, I can be reached at 684-7020 or [msloan@peb.state.nv.us](mailto:msloan@peb.state.nv.us).





**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17879**

Agency Name:	<b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name:	JK Belz & Associates, Inc.
Agency Code:	<b>BDC</b>	Contractor Name:	<b>JK Belz &amp; Associates, Inc.</b>
Appropriation Unit:	<b>B006 - All Categories</b>	Address:	<b>10580 N McCarran Blvd Suite 115-222</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89503</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jeanette Belz 775-329-0119
		Vendor No.:	
		NV Business ID:	NV20001428326
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Licensees</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2018**Contract term: **1 year and 323 days**4. Type of contract: **Contract**Contract description: **Lobbying Services**

5. Purpose of contract:

**This is a new contract to provide lobbying services to inform, represent, and assist with the Board's interests and matters regarding Chapter 644 of NRS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$63,000.00**

Payment for services will be made at the rate of \$2,625.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Cosmetology Board monitors over 22,000 licensees with a constant demand for changes to the laws and regulations. This facilitates the licensees with their respective professional careers as well as protecting the public's health, safety and welfare.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lobbying services require full time attention to research, monitor and attend legislative meetings. Neither our agency or other agencies have the resources to hire a full time individual to attend hearings, work with coalitions or draft legislation.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Neena Laxalt  
Paula Berkley  
Jeanette Belz

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/12/2014 Anticipated re-bid date: 05/08/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current contract with the Board of Cosmetology.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	06/01/2016 14:40:14 PM
Division Approval	cschonl1	06/01/2016 14:40:16 PM
Department Approval	cschonl1	06/01/2016 14:40:18 PM
Contract Manager Approval	cschonl1	06/01/2016 14:41:38 PM
Budget Analyst Approval	cschonl1	06/09/2016 14:39:22 PM
BOE Agenda Approval	lfree1	06/09/2016 15:00:47 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17881**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Centext Legal Services, LLC

Contractor Name: **Centext Legal Services, LLC**Address: **4785 S. Durango Dr., Suite 204**City/State/Zip: **Las Vegas, NV 89147**

Contact/Phone: Suzanne M. Martin, Esq. 702-551-4200

Vendor No.:

NV Business ID: NV20151416873

To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2017**Contract term: **334 days**4. Type of contract: **MSA**Contract description: **Court Reporter**

5. Purpose of contract:

**This is a new contract for court reporting services statewide from certified court reporters on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

State Agencies have occasional needs for Court Reporters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ Court Reporters.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Captions Unlimited  
Shannon L. Taylor  
Capitol Reportersb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was a multiple award to various vendors who met the qualifications of the RFQ.

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/02/2016 16:55:57 PM
Division Approval	ldeloach	06/02/2016 16:56:23 PM
Department Approval	ldeloach	06/02/2016 16:56:26 PM
Contract Manager Approval	nfese1	06/03/2016 09:24:37 AM
Budget Analyst Approval	cschonl1	06/14/2016 11:39:10 AM
BOE Agenda Approval	lfree1	06/20/2016 15:28:38 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17859**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MOHAWK CARPET DISTRIBUTION, LP**Contractor Name: **MOHAWK CARPET DISTRIBUTION, LP**Address: **160 SOUTH INDUSTRIAL**City/State/Zip: **CALHOUN, GA 30701**Contact/Phone: **GARY JONES 314.250.4027**Vendor No.: **PUR0004396**NV Business ID: **NV20091189786**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: **3254**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/14/2020**Contract term: **4 years and 167 days**4. Type of contract: **MSA**Contract description: **Flooring**

5. Purpose of contract:

**This is a new participating addendum with the State of Utah to enable Nevada to have a Master Service Agreement for the purchase and installation of all types of flooring materials. Installers will be local Nevada based vendors.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: payment is based on flooring and installation rates per type of product

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**FLOOR COVERING IS REQUIRED**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**THIS IS SPECIALTY WORK**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**MILLIKEN  
SHAW INDUSTRIES  
MANNINGTON**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

THIS IS A PARTICIPATING ADDENDUM AND IS ONE OF SEVERAL THAT WILL BE SIGNED FOR FLOORING

d. Last bid date: 07/01/2015 Anticipated re-bid date: 06/03/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	05/23/2016 13:50:39 PM
Division Approval	Ideloach	05/23/2016 13:50:43 PM
Department Approval	Ideloach	05/23/2016 13:50:46 PM
Contract Manager Approval	gburchet	05/23/2016 16:50:26 PM
Budget Analyst Approval	cschonl1	06/01/2016 12:04:09 PM
BOE Agenda Approval	lfree1	06/02/2016 13:24:54 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17886**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Move 4 Less**Contractor Name: **Move 4 Less**Address: **7632 W. Post Road**City/State/Zip **Las Vegas, NV 89113**Contact/Phone: **Avi Cohen 702-889-6683**Vendor No.: **T29027965**NV Business ID: **20041105072**To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: **RFQ 3174**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **353 days**4. Type of contract: **MSA**Contract description: **Moving Services**

5. Purpose of contract:

**This is a new contract to provide state agencies with moving services such as packing, storage and general freight on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**State agencies have occasional need to move large files or relocate offices.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not employ movers or offer moving services**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Carson Valley Movers**  
**Ace World Wide Moving & Storage**  
**Berger Transfer & Storage**
b. Solicitation Waiver: **Not Applicable**



c. Why was this contractor chosen in preference to other?

Pursuant to RFQ 3174 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 02/24/2015 Anticipated re-bid date: 02/25/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Move 4 Less was contracted on the previous moving services contract and the service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/03/2016 11:45:14 AM
Division Approval	Ideloach	06/03/2016 11:45:17 AM
Department Approval	Ideloach	06/03/2016 11:45:20 AM
Contract Manager Approval	hmoon	06/03/2016 11:51:03 AM
Budget Analyst Approval	cschonl1	06/14/2016 11:26:04 AM
BOE Agenda Approval	lfree1	06/14/2016 13:22:07 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17858**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SHAW INDUSTRIES, INC.**Contractor Name: **SHAW INDUSTRIES, INC.**Address: **616 DUVALL ROAD**City/State/Zip: **CHATSWORTH, GA 30705**Contact/Phone: **BRANDON RHOADS 801.604.9909**Vendor No.: **PUR 0003959**NV Business ID: **NV20021339805**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: **3254**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/14/2020**Contract term: **4 years and 167 days**4. Type of contract: **MSA**Contract description: **Flooring**

5. Purpose of contract:

**This is a new participating addendum with the State of Utah to enable Nevada to have a Master Service Agreement for the purchase and installation of all types of flooring materials. Installers will be local Nevada based vendors.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Per flooring and installation rates per type

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**FLOOR COVERING IS REQUIRED**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**THIS IS SPECIALTY WORK**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**MILLIKEN  
MOHAWK DISTRIBUTION  
MANNINGTON**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

THIS IS A PARTICIPATING ADDENDUM AND IS ONE OF SEVERAL THAT WILL BE SIGNED FOR FLOORING

d. Last bid date: 07/01/2015 Anticipated re-bid date: 06/03/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	05/23/2016 13:51:10 PM
Division Approval	Ideloach	05/23/2016 13:51:12 PM
Department Approval	Ideloach	05/23/2016 13:51:14 PM
Contract Manager Approval	gburchet	05/23/2016 16:51:38 PM
Budget Analyst Approval	cschonl1	06/01/2016 12:03:44 PM
BOE Agenda Approval	lfree1	06/02/2016 13:29:54 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17904**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: VF IMAGEWEAR, INC.

Contractor Name: **VF IMAGEWEAR, INC.**Address: **5454 Marriott Drive**City/State/Zip: **Nashville , TN 37214**

Contact/Phone: Jeremy Turner 615-565-5239

Vendor No.: T29000556A

NV Business ID: NV2010373174

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: 3242GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2018**Contract term: **2 years and 30 days**4. Type of contract: **MSA**Contract description: **UNIFORMS**

5. Purpose of contract:

**This is a new contract to provide uniforms for Parks, Forestry and Wildlife personnel.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: As invoiced per uniform item

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Personnel require uniforms

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Uniforms are a specialized commodity

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Silver State Industries  
Butlers Uniforms  
Galls  
VF Solutions

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only vendor to submit a proposal

d. Last bid date: 03/01/2016 Anticipated re-bid date: 02/01/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor currently supplies uniforms for Parks Wildlife and Forestry. Their work is satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/03/2016 13:52:35 PM
Division Approval	Ideloach	06/03/2016 13:52:38 PM
Department Approval	Ideloach	06/03/2016 13:52:40 PM
Contract Manager Approval	gburchet	06/03/2016 14:59:01 PM
Budget Analyst Approval	cschonl1	06/14/2016 14:57:45 PM
BOE Agenda Approval	lfree1	06/14/2016 15:16:34 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17911**Agency Name: **ATTORNEY GENERAL'S OFFICE**  
Agency Code: **030**Legal Entity Name: **CLARK, COUNTY OF**Contractor Name: **CLARK, COUNTY OF**  
Address: **CLARK COUNTY DISTRICT ATTORNEY**  
**PO BOX 552212**Appropriation Unit: **1030-00**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89155**

If "No" please explain: Not Applicable

Contact/Phone: **CHRISTOPHER LALLI 702/671-0988**

Vendor No.:

NV Business ID: **GOVERNMENT AGENCY**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % REVENUE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/16/2016**Anticipated BOE meeting date **07/2017**Retroactive? **Yes**

If "Yes", please explain

**When we received the case from the Clark County District Attorney's Office, the prosecution was already commenced, with an initial appearance already calendared, and immediate action was necessary on the part of the Attorney General's Office. The reimbursement that will be provided under this contract will allow the Attorney General's Office to recapture fees for the work done in this case by our office.**

3. Termination Date: **06/30/2017**Contract term: **1 year and 45 days**4. Type of contract: **Interlocal Agreement**Contract description: **EXPENSE REIMBURSE**

5. Purpose of contract:

**This is a new Interlocal agreement to provide reimbursement of legal expenses incurred on the SHERRY WILLIAMS-LAMB v. Las Vegas Justice Court, Case No. 16F05862X.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Not to exceed \$25,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Office of the Attorney General has expressed its willingness to prosecute this matter on behalf of the Office of the District Attorney, Clark County.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Office of the Attorney General is prosecuting this case.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 228.130(4)

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rbrunzli	06/10/2016 15:18:47 PM
Division Approval	clesli1	06/10/2016 16:51:16 PM
Department Approval	chowle	06/11/2016 12:06:17 PM
Contract Manager Approval	lgallow1	06/14/2016 08:45:51 AM
Budget Analyst Approval	myoun3	06/16/2016 08:57:28 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17765**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ELITE MEDICAL EXPERTS**Contractor Name: **ELITE MEDICAL EXPERTS**Address: **6340 N CAMPBELL AVE STE 200**City/State/Zip: **TUCSON, AZ 85718-3184**Contact/Phone: **Jerene Stremick 888/790-1399**Vendor No.: **T27039242**NV Business ID: **NV20161181984**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % TORT CLAIM FUND</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2016**Anticipated BOE meeting date **06/2016**Retroactive? **Yes**

If "Yes", please explain

**The need for the retroactive start date on this contract is due the fact that the court stipulated that an expert witness needed to be identified before May 2, 2016, but due to numerous contract changes by the contractor; we did not have a signed contract before that date to submit to the Governor's Finance Unit. The contractor was listed with the court pending a competed contract.**

**We therefore request to make this contract retroactive from May 1, 2016.**

3. Termination Date: **06/30/2017**Contract term: **1 year and 60 days**4. Type of contract: **Contract**Contract description: **EXPERT WITNESS**

5. Purpose of contract:

**This is a new contract to provide expert witness services to help determine the nature, etiology, extent and prognosis of the plaintiff's alleged injuries. Case: Oscar Williams v NDOC 2:09-cv-01979-KJD-GWF 11805-1643**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

Other basis for payment: Per attached fee schedule, not to exceed \$16,000.00 total.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Expert witness services are needed to help determine the nature, etiology, extent and prognosis of the plaintiff's alleged injuries that are alleged to have been caused by an employee of the NDOC.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees in state employment do not have the necessary medical expertise.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 entity.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	05/06/2016 11:31:34 AM
Division Approval	chowle	05/06/2016 12:38:14 PM
Department Approval	chowle	05/06/2016 12:38:16 PM
Contract Manager Approval	lgallow1	05/06/2016 12:47:18 PM
Budget Analyst Approval	myoun3	05/19/2016 15:01:13 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17902**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>AIR SYSTEMS OF NEVADA</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>AIR SYSTEMS OF NEVADA</b>
Appropriation Unit:	<b>1349-12</b>	Address:	<b>10381 Placerville Road Suite 100</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SACRAMENTO, CA 95827</b>
If "No" please explain:	Not Applicable	Contact/Phone:	916-368-0336
		Vendor No.:	T29037507
		NV Business ID:	NV20051642544

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rent Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **HVAC**

5. Purpose of contract:

**This is a new contract which provides ongoing HAVC preventative maintenance services (time and materials) for the SPWD Administration Building located at 515 E Musser Street in Carson City. The vendor may also provide these services for other state-owned facilities in the Carson City area on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,104.00**

Payment for services will be made at the rate of \$569.00 per quarter

Other basis for payment: \$2,276 per year and \$15,000 in extra services

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This systems is what handles the air conditioning on state buildings**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds does not have the expertise in Liebert Systems**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor provided the lowest bid for the necessary work

d. Last bid date: 05/02/2016 Anticipated re-bid date: 06/05/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/13/2016 08:02:31 AM
Division Approval	csweeney	06/13/2016 08:02:34 AM
Department Approval	csweeney	06/13/2016 08:02:37 AM
Contract Manager Approval	ssands	06/13/2016 08:40:38 AM
Budget Analyst Approval	jrodrig9	06/15/2016 18:06:01 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17908**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ALPEN GLOW STONE RESTORATION**Contractor Name: **ALPEN GLOW STONE RESTORATION**Address: **1080 LAVENDER WAY**City/State/Zip: **RENO, NV 89521**Contact/Phone: **775-853-6985**

Vendor No.:

NV Business ID: **NV19951132117**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Stone Floor Care**

5. Purpose of contract:

**This is a new ongoing contract to provide stone flooring restoration and repair services for state-owned facilities in Northern Nevada on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: at a cost of \$85.00 per hour for diamond grinding and compound polishing, this includes all machinery, operator and all abrasives, either diamond or compound. General labor is \$37.50 per hour per person and all materials used, such as cleaners and equipment

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Marble and stone floors need to be cleaned, rehoned and polished as part of the restoration process every two years at various state locations in Northern Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds lacks the manpower, equipment and expertise.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple contractors on file. Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 05/18/2016 Anticipated re-bid date: 04/18/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds since 2013 and work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/13/2016 07:51:22 AM
Division Approval	csweeney	06/13/2016 07:51:25 AM
Department Approval	csweeney	06/13/2016 07:51:29 AM
Contract Manager Approval	ssands	06/13/2016 08:41:17 AM
Budget Analyst Approval	jrodrig9	06/15/2016 18:21:15 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13375** Amendment Number: **2**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ARTISTIC FENCE COMPANY, INC.**

Agency Code: **082** Contractor Name: **ARTISTIC FENCE COMPANY, INC.**

Appropriation Unit: **1349-12** Address: **5740 HIGHWAY 50 EAST**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89701**

If "No" please explain: Not Applicable Contact/Phone: **775-882-4665**

Vendor No.: **PUR0000883B**

NV Business ID: **NV19711002179**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % BUILDINGS AND GROUNDS RENTAL INCOME FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**  
Contract description: **Fencing Services**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing removal and replacement of fencing for state-owned facilities in the Carson City and Reno area. This amendment increases the maximum amount from \$25,000 to \$30,000 due to the continued need for these services.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
a. Amendment 1:	\$5,000.00	\$5,000.00	\$25,000.00	No
2. Amount of current amendment (#2):	\$5,000.00	\$10,000.00	\$30,000.00	Yes - Info
3. New maximum contract amount:	\$30,000.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Repairs and replacement of fencing is needed for State grounds.

## 8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

This will be one of multiple fencing contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 04/01/2012 Anticipated re-bid date: 04/01/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2012, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/08/2016 09:47:48 AM
Division Approval	csweeney	06/08/2016 09:47:55 AM
Department Approval	csweeney	06/08/2016 09:48:21 AM
Contract Manager Approval	ssands	06/09/2016 08:29:52 AM
Budget Analyst Approval	jrodrig9	06/10/2016 17:38:41 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17855**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>JJS DEVELOPMENT LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>JJS DEVELOPMENT LLC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>dba JAN-PRO CLEANING SYSTEMS 1050 E. FLAMINGO ROAD, STE 334</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89119</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>702-952-1111</b>
	Vendor No.: <b>T29003581</b>
	NV Business ID: <b>NV20021016324</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract was sent to the vendor in a timely manner prior to the previous contract expiring. The contract was returned to the vendor due to issues with the signature. The vendor was initially unresponsive to requests for action and after numerous attempts the vendor eventually returned the contract with the appropriate signatures, but not until May 19, 2016 which was considerably past the previous contract's expiration date.**

3. Termination Date: **04/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract that continues ongoing janitorial services for the Purchasing Warehouse located at 6140 N. Hollywood, Suite 107, Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,820.00**

Payment for services will be made at the rate of \$175.00 per month

Other basis for payment: semi-annual floor care strip &amp; wax \$50.00 per cleaning; annual carpet cleaning \$100 per cleaning; annual blind cleaning \$30.00 per cleaning; extra services an call back cost \$16.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State buildings need to be kept clean and sanitary for safety reasons

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds does not have the personnel to handle cleaning al the state owned buildings.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No



a. List the names of vendors that were solicited to submit proposals (include at least three):

Xcel Maintenance

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor provided the best price for cleaning the building.

d. Last bid date: 04/01/2016 Anticipated re-bid date: 02/01/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/26/2016 13:29:44 PM
Division Approval	csweeney	05/26/2016 13:29:46 PM
Department Approval	csweeney	05/26/2016 13:29:49 PM
Contract Manager Approval	ssands	05/26/2016 14:08:09 PM
Budget Analyst Approval	jrodrig9	06/03/2016 17:27:50 PM



**DEPARTMENT OF ADMINISTRATION  
ADMINISTRATIVE SERVICES DIVISION**

**209 E. Musser Street, Room 304  
Carson City, Nevada 89701-4204  
(775) 684-0273  
Fax (775) 684-0275**

**MEMORANDUM**

May 26, 2016

TO: Jim Rodriguez  
Budget Analyst

FROM: Sue Sands, Program Officer

RE: Buildings & Grounds, Las Vegas

Buildings and Grounds Janitorial section is requesting a new 4-year contract for the Purchasing Warehouse Building in Las Vegas.

The previous contract expires on 4/30/2016.

Can we make this contract Retro to May 1, 2016?

This contract was sent to the vendor in plenty of time before the previous contract expired. When the contract was returned the signature was the name of the company. I returned the contract and after numerous attempts the contract was finally signed on May, 19, 2016.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17812**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LOPEZ, ROBERT DBA**Contractor Name: **LOPEZ, ROBERT DBA**Address: **STAY GREEN TREE SERVICE  
1040 Appion Way**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **775-883-7899**Vendor No.: **T80931206A**NV Business ID: **20121010715**To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/23/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **38 days**4. Type of contract: **Contract**Contract description: **Landscaping**

5. Purpose of contract:

**This is a new contract to provide landscaping services for the Governor's Mansion.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,750.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Vegetation and trees will die and/or cause numerous problems to property and power lines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds does not have an arborist on staff.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Project at the Governor's Mansion is replacing the back fence westside of the property - the adjoining neighbor's property is affected by the vegetation intertwined into the trellis on the fence. Robert Lopez is the landscaper for the neighbor and is the only vendor to be used on the neighbor's property.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

yes, Buildings and Grounds, work is satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/17/2016 12:56:16 PM
Division Approval	csweeney	05/17/2016 12:56:19 PM
Department Approval	csweeney	05/17/2016 12:56:22 PM
Contract Manager Approval	ssands	05/17/2016 13:40:18 PM
Budget Analyst Approval	jrodrig9	05/23/2016 21:12:24 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17856**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WEST EDNA ASSOCIATES LTD DBA**Contractor Name: **WEST EDNA ASSOCIATES LTD DBA**Address: **MOJAVE ELECTRIC  
3755 W HACIENDA AVE**City/State/Zip: **LAS VEGAS, NV 89118-1755**Contact/Phone: **702-798-2970**Vendor No.: **T80975069**NV Business ID: **NV20081582575**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 22 days**4. Type of contract: **Contract**Contract description: **Electrical**

5. Purpose of contract:

**This is a new contract to provide ongoing electrical services and equipment for various state facilities in the Las Vegas area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: see Attachment CC for pricing. There is a minimum of 1.5 hour charge per service call, 2 hour minimum for after hours service calls.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Electrical systems and equipment are a vital part of the building, service and repair is needed for the safety of employees and the public**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds do not have the personnel to handle all of the state buildings in the Las Vegas area.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

CANYON ELECTRIC  
HELIX ELECTRIC  
MOJAVE ELECTRIC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works board pre-qualified bidder.

d. Last bid date: 02/01/2016 Anticipated re-bid date: 03/30/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/26/2016 13:30:12 PM
Division Approval	csweeney	05/26/2016 13:30:14 PM
Department Approval	csweeney	05/26/2016 13:30:16 PM
Contract Manager Approval	ssands	05/26/2016 13:32:45 PM
Budget Analyst Approval	jrodrig9	06/09/2016 11:03:58 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17934**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>Q&amp;D CONSTRUCTION, INC.</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>Q&amp;D CONSTRUCTION, INC.</b>
Appropriation Unit:	<b>1558-58</b>	Address:	<b>1050 21st Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Sparks, NV 89431</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-786-2677</b>
		Vendor No.:	<b>T81009604A</b>
		NV Business ID:	<b>NV19671000639</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
<b>X</b> General Funds	<b>9.00 %</b>	Fees	<b>0.00 %</b>
Federal Funds	<b>0.00 %</b>	<b>X</b> Bonds	<b>69.00 %</b>
Highway Funds	<b>0.00 %</b>	<b>X</b> Other funding	<b>22.00 %</b>
		<b>Transfer from Treasurer - Reallocated Bond Authority</b>	

Agency Reference #: 110406

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/15/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 15 days**4. Type of contract: **Contract**Contract description: **Owner-CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide Owner- Construction Manager At Risk (CMAR) Pre-Construction services for the Americans with Disabilities Act Retrofit project at the Northern Nevada Correctional Center: CIP Project No. 13-S02-11a; SPWD Contract No. 110406.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,200.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2013 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/14/2016 12:32:01 PM
Division Approval	dgrimm	06/14/2016 12:32:04 PM
Department Approval	dgrimm	06/14/2016 12:59:23 PM
Contract Manager Approval	dgrimm	06/14/2016 13:00:05 PM
Budget Analyst Approval	jrodrig9	06/15/2016 17:48:55 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17920**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>Aztech Inspections &amp; Testing</b>
Agency Code: <b>082</b>	Contractor Name: <b>Aztech Inspections &amp; Testing</b>
Appropriation Unit: <b>1567-13</b>	Address: <b>4700 Copper Sage St.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89115</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>702-247-7645</b>
	Vendor No.: <b></b>
	NV Business ID: <b>NV20091455548</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>6.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>94.00 % Federal Receipts</b>

Agency Reference #: 110427

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **2 years and 20 days**4. Type of contract: **Contract**Contract description: **Misc Serv Agr**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for phase 3 of the Southern Nevada Veterans Memorial Cemetery Expansion project: CIP Project No. 09-C18(B) SPWD Contract No. 110427.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,950.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2009 CIP [project termination date extended to 06/30/2015 by 2015 AB 491]

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/08/2016 14:58:17 PM
Division Approval	dgrimm	06/08/2016 14:58:20 PM
Department Approval	dgrimm	06/08/2016 14:58:25 PM
Contract Manager Approval	dgrimm	06/08/2016 16:16:57 PM
Budget Analyst Approval	jrodrig9	06/10/2016 16:14:31 PM



**Southern Nevada Veterans Memorial Cemetery Expansion- Phase III  
Boulder City, Nevada**

**Quality Control Staffing Estimate**

	No. of Hours	Unit Rate	Subtotal
<b>Professional Engineer</b>	10	\$ 125	\$ 1,250
	*Project management		
<b>Construction Monitor</b>	500	\$ 95	\$ 47,500
	*Monitoring of Headstone Removal, Realignment, and Cleaning		
	*Density testing or Probing for Unyielding Material of Compacted Crushed Stone Base		
<b>Administrative Asst.</b>	20	\$ 60	\$ 1,200
	*Project Administration		

STAFFING TOTAL \$ 49,950  
LABORATORY TOTAL (detailed on additional sheet) \$ -

s \$ 49,950 \*

\*Services will be provided on a time and materials basis.

**RECEIVED**

MAY 20 2016

PUBLIC WORKS DIVISION  
LAS VEGAS OFFICE

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17901**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 3650, Military; expenditure category 10, Army Facilities.

Legal Entity Name: **HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. DBA**Contractor Name: **HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. DBA**Address: **H+K ARCHITECTS  
5485 RENO CORPORATE DR STE 100  
RENO, NV 89511-2262**City/State/Zip: **RENO, NV 89511-2262**Contact/Phone: **775-332-6640**Vendor No.: **T80984709**NV Business ID: **NV1994104770**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Agency funded CIP</b>

Agency Reference #: **110367**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 16 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for Phase 2 of the Nevada Army National Guard Stead Training Center & Army Aviation Stead Facility Flooring Replacement Project: CIP Project No. 13-A006(A); SPWD Contract No. 110367.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2013 Agency CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/02/2016 13:54:40 PM
Division Approval	dgrimm	06/02/2016 13:54:43 PM
Department Approval	dgrimm	06/02/2016 13:54:46 PM
Contract Manager Approval	dgrimm	06/02/2016 16:07:44 PM
Budget Analyst Approval	jrodrig9	06/14/2016 18:54:16 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17903**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 1511, CIP Wildlife Department expenditure category 91, Q1 Projects and Account 3187, Bureau of Waste Management and Corrective Actions expenditure category 75, Corrective Actions.

Legal Entity Name: **TATE SNYDER KIMSEY ARCHITECTS LTD**Contractor Name: **TATE SNYDER KIMSEY ARCHITECTS LTD**Address: **709 VALLE VERDE CT**City/State/Zip: **HENDERSON, NV 89014-2329**Contact/Phone: **702-456-3000**Vendor No.: **T80883470**NV Business ID: **NV19821003232**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 %</b>

**Agency funded CIP - Q1 from Wildlife and Corrective Action Fees from DCNR**

Agency Reference #: **110329**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/15/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 16 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the planning of the construction of a building in Las Vegas for the Department of Conservation and Natural Resources and the Department of Wildlife: CIP Project No. 16-A044; SPWD Contract No. 110329.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,964.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2016 Agency CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/02/2016 16:03:34 PM
Division Approval	dgrimm	06/02/2016 16:03:36 PM
Department Approval	dgrimm	06/02/2016 16:03:39 PM
Contract Manager Approval	dgrimm	06/02/2016 16:07:19 PM
Budget Analyst Approval	jrodrig9	06/14/2016 19:03:24 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16518**Amendment  
Number: **1**Agency Name: **DTCA - COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity  
Name: **AVIAREPS AG**Contractor Name: **AVIAREPS AG**  
Address: **JOSEPHSPITALSTR, 15  
MUNICH**City/State/Zip **GERMANY, 80331**Contact/Phone: **THOMAS DRECHSLER 49089552533**Vendor No.: **F00000102**NV Business ID: **NV20131315834**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % LODGING TAX</b>

Agency Reference #: **RFP #2085 - AM**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2015**  
Examiner's approval?Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2017**  
Termination Date:Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Rep Office - Germany**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing international representation in Germany to promote tourism in Nevada. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities, media value and accomplishments. This amendment increases the maximum amount from \$333,400 to \$379,357 to increase the European Sales Mission in Germany.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$333,400.00	\$333,400.00	\$333,400.00	Yes - Action
2. Amount of current amendment (#1):	\$46,557.00	\$46,557.00	\$46,557.00	Yes - Info
3. New maximum contract amount:	\$379,957.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



The Nevada Division of Tourism is tasked with developing a comprehensive program of marketing and advertising for both domestic and international markets that publicizes travel and tourism to all regions of Nevada. This contract focuses on the international traveler.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have employees located in Germany to perform the necessary work as identified in the contract. In country representatives have direct knowledge of the industry, culture, language and traveler. They also have the in country industry contacts. Being in country, the representatives are able to conduct sales calls, in office trainings, media visits, attend sales missions and shows more conveniently and at a reduced cost.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2085, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/20/2014 Anticipated re-bid date: 11/15/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Division of Tourism, 2009 to present. Vendor has been deemed satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business License**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	04/29/2016 11:15:01 AM
Division Approval	amathies	04/29/2016 11:15:03 AM
Department Approval	amathies	04/29/2016 11:15:05 AM
Contract Manager Approval	amathies	04/29/2016 11:15:07 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17898**Agency Name: **GOVERNOR'S OFFICE OF  
ECONOMIC DEVELOPMENT**Agency Code: **102**Appropriation Unit: **1526-24**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DELOITTE CONSULTING LLP**Contractor Name: **DELOITTE CONSULTING LLP**Address: **555 MISSION STREET  
SUITE 1400**City/State/Zip: **SAN FRANCISCO, CA 94105**Contact/Phone: **PHILIP BROZENICK 415-783-4000**Vendor No.: **T32001801A**NV Business ID: **NV20081436471**To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **21 days**4. Type of contract: **Contract**Contract description: **Research Consulting**

5. Purpose of contract:

**This is a new contract to provide economic and fiscal impact research related to the Center for Advanced Mobility's Synchronized Mobility Program. The vendor will outline an organization and governance structure for the Program, identify and evaluate project opportunities, identify funding streams and potential funding models and build a high level road map for the Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,000.00**

Payment for services will be made at the rate of \$47,000.00 per Project

**II. JUSTIFICATION**

7. What conditions require that this work be done?

GOED's mandate is to help develop and diversify Nevada's economy, and the area of advanced mobility is one sector with great potential for the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the specific skills and experience to conduct the research being conducted in this contract.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best mix of skills and expertise for this project.

d. Last bid date: 01/21/2016 Anticipated re-bid date: 01/20/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various State agencies: performance was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctirey	06/02/2016 08:10:06 AM
Division Approval	ccrocke1	06/08/2016 11:41:15 AM
Department Approval	ccrocke1	06/08/2016 11:41:18 AM
Contract Manager Approval	ctirey	06/08/2016 11:43:26 AM
Budget Analyst Approval	lfree1	06/09/2016 13:02:48 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17814**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Flooring Solutions of Nevada, Inc.

Contractor Name: **Flooring Solutions of Nevada, Inc.**Address: **4275 W. Reno Ave**City/State/Zip: **Las Vegas, NV 89118**

Contact/Phone: Bryan Price 702-399-9003

Vendor No.: PUR0005833

NV Business ID: NV20011243865

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/27/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2016**Contract term: **126 days**4. Type of contract: **Contract**Contract description: **Flooring Replacement**

5. Purpose of contract:

**This is a new contract for the installation of replacement flooring.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,878.00**

Other basis for payment: Single payment upon satisfactory performance as outlined in the Scope of Work.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The flooring in the Nevada State Veterans Home is original to the opening of the building (2000) and is in need of replacement.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada does not provide these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

MasterCraft Carpet Services, Inc.  
Flooring Solutions of Nevada, Inc. DBA FSI  
Carpets N Moreb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor has access to flooring compatible with the needs of the Nevada State Veterans Home and the proper installation of these materials.

d. Last bid date: 03/26/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	05/09/2016 13:32:59 PM
Division Approval	agarland	05/09/2016 13:33:00 PM
Department Approval	agarland	05/09/2016 13:33:02 PM
Contract Manager Approval	agarland	05/09/2016 13:33:04 PM
Budget Analyst Approval	dreynol2	05/27/2016 09:40:51 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17860**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GARRATT CALLAHAN COMPANY**Contractor Name: **GARRATT CALLAHAN COMPANY**Address: **50 INGOLD RD**City/State/Zip: **BURLINGAME, CA 94010**Contact/Phone: **Jay Nordling, District Manager 650/697-5811**Vendor No.: **T81091351**NV Business ID: **NV20121688270**To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

Agency Reference #: **240**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/17/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/20/2018**Contract term: **2 years and 3 days**4. Type of contract: **Contract**Contract description: **Water System**

5. Purpose of contract:

**This is a new contract that continues ongoing water system maintenance and testing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,400.00**

Payment for services will be made at the rate of \$1,266.67 per Month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Upon the discovery of Legionella in the NSVH water system, SPWB was directed by the Risk Management Office to address the situation as an emergency. SPWB contracted with Garratt Callahan to design, install, and maintain this one-off specialized system for the NSVH. Vendor has been performing this function under State Public Works and now NDVS is taking over the payment for these services. There is no other vendor who understands and can maintain this system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees that have the knowledge and expertise to perform these operations

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160507**

**Approval Date: 05/09/2016**

c. Why was this contractor chosen in preference to other?

Upon the discovery of Legionella in the NSVH water system, SPWB was directed by the Risk Management Office to address the situation as an emergency. SPWB contracted with Garratt Callahan to design, install, and maintain this one-off, specialized, system for the NSVH. The process being performed is considered the acceptable practice in response to a positive Legionella test. NSVH continues to work in conjunction with the SPWB toward the installation of a system to provide a permanent solution and rectify the water situation at the NSVH.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Currently under contract with SPWB and NDVS is taking over the payment of this service.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with SPWB and NDVS is taking over the payment of this service. Service provided to SPWB has been verified as satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jtheil1	05/25/2016 14:01:36 PM
Division Approval	agarland	05/26/2016 08:38:39 AM
Department Approval	agarland	05/26/2016 08:38:43 AM
Contract Manager Approval	agarland	05/26/2016 08:38:48 AM
Budget Analyst Approval	drey nol2	06/06/2016 09:48:11 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17928**Agency Name: **ADMIN - NV ST LIBRARY,  
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **2890-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HIGH DESERT MICROIMAGING, INC**Contractor Name: **HIGH DESERT MICROIMAGING, INC**Address: **1225 Financial Blvd.**City/State/Zip **Reno, NV 89502-7103**Contact/Phone: **Meg Miller 775-359-6980**Vendor No.: **PUR0000032**NV Business ID: **NV19951110096**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Gift Fund</b>

Agency Reference #: **ASD #2154249**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2016**Contract term: **72 days**4. Type of contract: **Contract**Contract description: **Workflow coding/trng**

5. Purpose of contract:

**This is a new contract to provide implementation of and training on a new module to collect and store Risk Management claim information for use in heart/lung claim cases. This is an add-on module for which there is a program currently in use.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,150.00**

Other basis for payment: Not to exceed 15,150, which includes travel expenses billed at current GSA rates.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NSLAPR has been using a software called Documentum to manage electronic records of state agencies for years. Agencies access their records remotely using Application Extender (AX). High Desert Microimaging is the only local vendor for this software and local support. NSLAPR is trying to leverage current applications and is doing a pilot project using Documentum Workflow module, which is an add-on module for which is an existing program currently in use. High Desert has created custom codes for other software and it is anticipated that additional coding and training will be required for the Workflow software.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the training nor the expertise to provide custom coding.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160509**

**Approval Date: 04/15/2016**

c. Why was this contractor chosen in preference to other?

High Desert Microimaging software is software support for existing software. Purchasing comparable software from other vendors would require NSLAPR to replace the Application Extender/Documentum system that is already owned, in place, and being used by several state agencies.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/15/2016 14:30:15 PM
Division Approval	csweeney	06/15/2016 14:30:18 PM
Department Approval	csweeney	06/15/2016 14:30:22 PM
Contract Manager Approval	amarangi	06/15/2016 14:34:30 PM
DoIT Approval	csweeney	06/20/2016 07:23:03 AM
Budget Analyst Approval	hfield	06/20/2016 13:32:24 PM

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	160509

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency:</b> <i>State Library, Archives and Public Records</i>		
	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	<i>Jeffrey Kintop, Acting Administrator</i>	<i>684-3410</i>	<i>jkintop@admin.nv.gov</i>
	<i>Alexa Marangi, Program Officer I</i>	<i>684-0241</i>	<i>aemarangi@admin.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	<b>Identify Vendor:</b>	<i>High Desert Microimaging</i>
	<b>Contact Name:</b>	<i>Meg Miller</i>
	<b>Address:</b>	<i>1225 Financial Blvd.</i>
	<b>Telephone Number:</b>	<i>775-359-6980</i>
	<b>Email Address:</b>	<i>meg@highdesertmicroimaging.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	<b>Sole or Single Source:</b>	<i>Sole Source</i>
	<b>Professional Service Exemption:</b>	

<b>1d</b>	<b>Contract Information:</b>			
	<b>Is this a new Contract?</b>	<b>Yes</b>	<b>X</b>	<b>No</b>
	<b>Amendment:</b>	#		
	<b>CETS:</b>	#		

<b>1e</b>	<b>Term:</b>			
	<b>One (1) Time Purchase:</b>	<i>X</i>		
	<b>Contract:</b>	<b>Start Date:</b>	<b>End Date:</b>	

<b>1f</b>	<b>Funding:</b>	
	<b>State Appropriated:</b>	
	<b>Federal Funds:</b>	
	<b>Grant Funds:</b>	
	<b>Other (Explain):</b>	<i>Gift Funds</i>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$15,150</i>

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Onsite visit for deployment and training of AXWM Process</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>NSLAPR has been using a software called Documentum to manage electronic records of state agencies for years. Agencies access their records remotely using Application our current Extender (AX). High Desert MicroImaging (High Desert) is the only local vendor for this software and is our local support We are trying to leverage our current applications and are doing a pilot project using the Documentum Workflow module, which is an add-on module for which is an existing program currently in use. High Desert is our software support for Documentum/Application Extender and has created custom codes for the other software and it is anticipated that additional coding will be required for the Workflow software. It is vital that the vendor who developed and implemented the current custom codes be the same vendor to install and maintain the new Workflow software to ensure the integration is seamless.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>High Desert MicroImaging is the only vendor for the Workflow software. By purchasing from a vendor that is not locally operated, the maintenance fees increase for the cost of onsite visits. The new vendor would not have access to the custom codes and would potentially need to re-create the codes to try to ensure the current software can interact with the Workflow software. Custom codes to software will greatly increase the cost of the project.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.				
	b. If not, why were alternatives not evaluated?				
	<i>High Desert MicroImaging is the software support for our existing software. A new vendor would not have access to the custom codes and would potentially need to re-create the codes to try to ensure the current software can interact with the Workflow software. Custom codes to software will greatly increase the cost of the project. High Desert MicroImaging is the only vendor for the Workflow software. By purchasing from a vendor that is not locally operated, the maintenance fees increase for the cost of onsite visits.</i>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.	Yes:		No:	<input checked="" type="checkbox"/>
	a. If yes, starting with the most recent contract and working backward, for the <i>entire</i> relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:				

	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)
			\$		
			\$		
			\$		
			\$		
			\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>High Desert MicroImaging is the software support for our existing software. NSLAPR pays them for software licensing and support. It could potentially be costly to have another vendor reprogram the existing custom coding the Library already owns from High Desert MicroImaging.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>High Desert MicroImaging is the software support for our existing software. Purchasing comparable software from other vendors would require NSLAPR to replace the Application Extender/ Documentum system that is already owned, in place, and being used by several state agencies.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	X	No:	
	a. If yes, please provide details regarding future obligations or needs.				
	<i>Workflow is a pilot program for NSLAPR in conjunction with Risk Management. After the completion of the pilot program, NSLAPR will evaluate the project. If successful, it intends for this software to be utilized by multiple State agencies. With that intent, future costs will include annual maintenance fees and additional user (seats) costs. NSLAPR staff are pursuing training for future projects, but additional custom coding might be needed to adjust for the unique requirements of the various agencies. NSLAPR will not own the custom coding and will be relying on High Desert for maintenance, upkeep, technical support and any possible future training.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Amanda Williams  
Agency Representative Initiating Request

Amanda Williams  
Print Name of Agency Representative Initiating Request

4/15/16  
Date

[Signature]  
Signature of Agency Head Authorizing Request

4-15-16

Jeffrey Kintop  
Print Name of Agency Head Authorizing Request

4-15-16  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

[Signature]  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature]  
Administrator, Purchasing Division or Designee

5-23-2016  
Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16011** Amendment Number: **1**

Legal Entity Name: **CAPTIONS UNLIMITED OF NEVADA**

Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION** Contractor Name: **CAPTIONS UNLIMITED OF NEVADA**

Agency Code: **402** Address: **INC**

Appropriation Unit: **3266-04** **PO BOX 20905**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89515-0905**

If "No" please explain: Not Applicable Contact/Phone: **DENISE PHIPPS 775/746-3534**

Vendor No.: **T81082135**

NV Business ID: **NV19971149411**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>25.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>25.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 % PUC</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/15/2014**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/15/2018**

Termination Date:

Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Captioning Services**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing Communication Access Real-time Translation/Transliteration services for public meetings. This amendment increases the maximum amount from \$12,000 to \$49,920 due to the increased need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$12,000.00	\$12,000.00	\$12,000.00	Yes - Info
2. Amount of current amendment (#1):	\$37,920.00	\$37,920.00	\$49,920.00	Yes - Info
3. New maximum contract amount:	\$49,920.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Under Americans with Disabilities Act (ADA) accommodation Title 2-Auxiliary aide or services that are required to accommodate persons with disabilities for Communication Access Real-time Translation/Transliteration (CART) services for public meetings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State position (classified or exempt) that provide this service exists.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Turner Reporting  
Sprint  
Captions Unlimited  
Intercall

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor to respond within the required timeline

d. Last bid date: 06/24/2014 Anticipated re-bid date: 03/15/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

ADSD 08/2014-to current with satisfactory results

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	06/08/2016 13:41:55 PM
Division Approval	dbowma1	06/08/2016 13:42:02 PM
Department Approval	ecreceli	06/10/2016 10:34:46 AM
Contract Manager Approval	jpruneau	06/14/2016 09:35:43 AM
Budget Analyst Approval	bwooldri	06/15/2016 10:59:08 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17848**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	Valley Concrete
Agency Code:	<b>402</b>	Contractor Name:	<b>Valley Concrete</b>
Appropriation Unit:	<b>3280-95</b>	Address:	<b>601 South 15th Street Sparks, NV 89431</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Sparks, NV 89431</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Tony Bauer 775 329-0656
		Vendor No.:	T27019563
		NV Business ID:	NV19761001714

To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2016**

Anticipated BOE meeting date 12/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **27 days**4. Type of contract: **Contract**Contract description: **Valley Concrete**

5. Purpose of contract:

**This is a new contract to replace existing broken concrete walkway and curb at the campus in Sparks.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,500.00**

Payment for services will be made at the rate of \$12,500.00 per job completion

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Sections of the existing campus walkways have deteriorated and pose a tripping hazard to employees and visitors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The technical nature and supplies required to complete the job require an outside vendor to complete this work.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Valley Concrete  
Scott Meek and Son Concrete  
Reno Concrete  
Anchor Concrete**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Valley Concrete has the lowest proposed cost, as well as positive consumer ratings.

d. Last bid date: 05/02/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rforderh	05/17/2016 10:46:37 AM
Division Approval	tmyler	05/24/2016 13:03:21 PM
Department Approval	ecreceli	05/24/2016 15:46:51 PM
Contract Manager Approval	jpruneau	05/31/2016 13:17:21 PM
Budget Analyst Approval	bwooldri	06/03/2016 11:48:43 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12126**Amendment Number: **2**Agency Name: **HEALTH CARE FINANCING & POLICY**Legal Entity Name: **Mineral County Hospital District**Agency Code: **403**Contractor Name: **Mineral County Hospital District**Appropriation Unit: **3157-00**Address: **PO Box 1510**Is budget authority available?: **Yes**City/State/Zip: **Hawthorne, NV 89415**

If "No" please explain: Not Applicable

Contact/Phone: **775-945-2461**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **5 years and 1 day**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement to receive intergovernmental transfer funds to support and fund the non-federal share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state governmental-owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment increases the maximum amount from \$605,000 to \$638,132 due to increased payments.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
a. Amendment 1:	\$305,000.00	\$305,000.00	\$305,000.00	Yes - Action
2. Amount of current amendment (#2):	\$33,132.00	\$33,132.00	\$33,132.00	Yes - Info
3. New maximum contract amount:	\$638,132.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Exempt (Per statute)**

- c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions

- d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	04/15/2016 08:59:21 AM
Division Approval	trooker	05/20/2016 14:18:51 PM
Department Approval	ecreceli	05/31/2016 11:50:15 AM
Contract Manager Approval	aree2	06/08/2016 11:42:38 AM
Budget Analyst Approval	nhovden	06/08/2016 18:31:45 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17845**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>H2O ENVIRONMENTAL INC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>H2O ENVIRONMENTAL INC.</b>
Appropriation Unit:	<b>3162-59</b>	Address:	<b>3510 Barron Way, #200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89511</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-351-2237</b>
		Vendor No.:	<b>PUR0002244A</b>
		NV Business ID:	<b>NV19961214703</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 15457**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Hazardous Waste**

5. Purpose of contract:

**This is a new contract to provide ongoing service to pick up and dispose of hazardous pharmaceutical waste for Northern Nevada Adult Mental Health Services pharmacy.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$6,250.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Hazardous pharmaceutical waste has to be disposed of in accordance with state and federal laws and statutes. The vendor must be licensed to handle and dispose of hazardous waste properly.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees lack the certification and equipment to properly handle and dispose of hazardous pharmaceutical waste.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only vendor that possessed the certification and licenses required to perform these services.

d. Last bid date: 04/19/2016 Anticipated re-bid date: 04/30/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Northern Nevada Adult Mental Health Services - Satisfactory  
Department of Transportation - Satisfactory  
Maintenance of State Lands - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/13/2016 08:32:10 AM
Division Approval	rmorse	06/13/2016 08:32:13 AM
Department Approval	sjohnso9	06/13/2016 08:33:37 AM
Contract Manager Approval	rmorse	06/13/2016 08:34:18 AM
Budget Analyst Approval	bwooldri	06/14/2016 09:11:34 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17891**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>ELKO COUNTY</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>ELKO COUNTY</b>
Appropriation Unit:	<b>3224-00</b>	Address:	<b>ELKO COUNTY 571 Idaho Street, Floor 3</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>ELKO, NV 89801</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/753-4610</b>
		Vendor No.:	<b>T81072742</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 15408**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Revenue Contract**Contract description: **Family Health**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses. The areas of emphasis are rural epidemiology, public health emergency preparedness and community health nursing including the treatment and prevention of infectious tuberculosis and sexually transmitted diseases.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,079.26****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Nevada Division of Public and Behavioral Health, Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are providing these services to the county.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The state and counties provide services to each other on a continuous basis - satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	05/31/2016 16:10:06 PM
Division Approval	chadwic1	05/31/2016 16:10:08 PM
Department Approval	ecreceli	06/06/2016 09:00:33 AM
Contract Manager Approval	rmorse	06/08/2016 09:41:51 AM
Budget Analyst Approval	bwooldri	06/08/2016 10:00:22 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16863**Amendment  
Number: **1**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL  
HEALTH**Legal Entity  
Name: **TUELLER, QUINTIN**Agency Code: **406**Contractor Name: **TUELLER, QUINTIN**Appropriation Unit: **3648-04**Address: **1245 PETERSON RD**Is budget authority  
available?: **Yes**City/State/Zip **LOVELOCK, NV 89419-5414**

If "No" please explain: Not Applicable

Contact/Phone: **775/273-3129**Vendor No.: **T29033284**NV Business ID: **NV20141289672**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14943**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2015**  
Examiner's approval?Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2016**  
Termination Date:Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Janitorial**

5. Purpose of contract:

**This is the first amendment to the original contract which provides janitorial services for the Lovelock Mental Health Center. This amendment extends the termination date from June 30, 2016 to June 30, 2017 and increases the maximum amount from \$5,800 to \$11,600 due to a lease extension at the current location.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,800.00	\$5,800.00	\$5,800.00	No
2. Amount of current amendment (#1):	\$5,800.00	\$11,600.00	\$11,600.00	Yes - Info
3. New maximum contract amount:	\$11,600.00			
and/or the termination date of the original contract has changed to:	06/30/2017			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

SAM 1008, 1014 and Exhibit C of the building lease. The Mental Health Center needs to be cleaned regularly to provide a healthful work environment for employees and clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees are available in this rural area to provide these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor provided the only response to the solicitation.

d. Last bid date: 05/15/2015 Anticipated re-bid date: 05/01/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided services for DPBH since 7/15 - satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	05/31/2016 16:02:15 PM
Division Approval	chadwic1	05/31/2016 16:02:19 PM
Department Approval	ecreceli	06/06/2016 09:04:20 AM
Contract Manager Approval	rmorse	06/08/2016 09:58:42 AM
Budget Analyst Approval	nhovden	06/08/2016 10:01:46 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17295**Amendment Number: **1**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Legal Entity Name: **Fidelity Information Services, LLC**Agency Code: **407**Contractor Name: **Fidelity Information Services, LLC**Appropriation Unit: **3228-46**Address: **11000 W. Lake Park Drive**Is budget authority available?: **Yes**City/State/Zip: **Milwaukee, WI 53224**

If "No" please explain: Not Applicable

Contact/Phone: **Brian Dugan 414-477-8989**Vendor No.: **T27038949A**NV Business ID: **NV19981232693**To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>47.50 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>52.50 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/12/2016**

Anticipated BOE meeting date 05/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2018**

Termination Date:

Contract term: **2 years and 169 days**4. Type of contract: **Contract**Contract description: **EBT Services**

5. Purpose of contract:

**This is the first amendment to the original assignment contract which provides electronic benefits services. This amendment increases the maximum amount from \$4,668,692 to \$4,705,937 and incorporates Attachment F: Customer Authorization No. 3543.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$4,668,692.00	\$4,668,692.00	\$4,668,692.00	Yes - Action
2. Amount of current amendment (#1):	\$37,245.00	\$4,705,937.00	\$37,245.00	Yes - Info
3. New maximum contract amount:	\$4,705,937.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Supplemental Nutrition Assistance Program requires EBT services to Welfare clients who meet the requirements for assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to perform this type of work.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a partial assignment of the current EBT and debit card services contract from JP Morgan to FIS.

d. Last bid date: Anticipated re-bid date: 07/03/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/05/2016 17:19:55 PM
Division Approval	msmit5	05/23/2016 15:00:57 PM
Department Approval	ecreceli	05/31/2016 11:37:56 AM
Contract Manager Approval	sjon23	06/01/2016 10:50:04 AM
Budget Analyst Approval	nhovden	06/08/2016 16:40:47 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **13619**Amendment Number: **8**Legal Entity Name: **HOUSING DIVISION**Agency Name: **WELFARE AND SUPPORT SERVICES**Contractor Name: **HOUSING DIVISION**Agency Code: **407**Address: **DEPT OF BUSINESS & INDUSTRY  
1535 OLD HOT SPRINGS RD STE 50**Appropriation Unit: **4862-16**City/State/Zip: **CARSON CITY, NV 89706**Is budget authority available?: **Yes**Contact/Phone: **775/687-2049**If "No" please explain: **Not Applicable**Vendor No.: **D74426000**NV Business ID: **Gov't Entity**To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **LIHEAP**

5. Purpose of contract:

**This is the eighth amendment to the interlocal agreement to provide the Weatherization Assistance Program (WAP) with 5% of the Low Income Home Energy Assistance Program Block grant funds awarded to help fund WAP for low income families. This amendment increases the maximum amount from \$2,086,298.80 to \$2,102,637.25 due to the second release of federal fiscal year 2016 grant funds.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,902,800.00	\$1,902,800.00	\$1,902,800.00	Yes - Action
a. Amendment 1:	\$33,122.70	\$33,122.70	\$33,122.70	Yes - Info
b. Amendment 2:	\$39,364.30	\$39,364.00	\$72,487.00	Yes - Action
c. Amendment 3:	\$18,108.20	\$18,108.20	\$18,108.20	Yes - Info
d. Amendment 4:	\$61,376.50	\$61,376.70	\$79,484.70	Yes - Action
e. Amendment 5:	\$24,205.50	\$24,205.20	\$24,205.20	Yes - Info
f. Amendment 6:	\$6,901.35	\$6,900.55	\$31,106.55	No
g. Amendment 7:	\$420.25	\$7,320.80	\$31,526.80	No
2. Amount of current amendment (#8):	\$16,338.45	\$23,659.25	\$47,865.25	Yes - Info
3. New maximum contract amount:	\$2,102,637.25			

## II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS is responsible for the administration of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant. Authorization for this grant is provided under CFR 45 Part 96 and CFR 10 Part 440. DWSS provides the Housing Division with 5% of this grant to help fund the Weatherization Assistance Program for low income families.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Department of Business and Industry, Housing Division is a state agency, which provides weatherization assistance to low income families.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

## III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	05/03/2016 08:50:21 AM
Division Approval	msmit5	05/11/2016 07:49:47 AM
Department Approval	ecreceli	05/18/2016 13:27:32 PM
Contract Manager Approval	sjon23	05/23/2016 14:08:32 PM
Budget Analyst Approval	nhovden	06/03/2016 11:58:45 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17732**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	High Desert Petroleum, Inc.
Agency Code:	<b>409</b>	Contractor Name:	<b>High Desert Petroleum, Inc.</b>
Appropriation Unit:	<b>3179-95</b>	Address:	<b>1105 Sharp Circle</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>North Las Vegas, NV 89030</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Hinkell 702-382-1506
		Vendor No.:	
		NV Business ID:	NV19991320324
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 24 days**4. Type of contract: **Contract**Contract description: **Fuel Tank Replacemen**

5. Purpose of contract:

**This is a new contract to replace the existing leaking fuel tank for the generator including all labor, travel time, materials and equipment to install a new tank vault, run a new vent, new supply and return lines and install a new tank monitoring system.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,858.00**

Other basis for payment: 20% down \$4,171.60; 80% upon completion \$16,686.40

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**FY 16/17 - M425 Project Award. Install an new fuel tank for the generator. The old leaking tank needs to be removed and replaced by a new tank as soon as possible.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This project replaces an existing leaking fuel tank and requires specialized expertise and equipment.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Best Petroleum Services  
Petroleum Systems & Maintenance  
High Desert Petroleum, Inc

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The low vendor did not provide proper clarification on several key issues and refurbished equipment was being specified.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sjohns36	05/25/2016 08:51:33 AM
Division Approval	aroukie	05/25/2016 15:18:25 PM
Department Approval	ecreceli	05/31/2016 11:38:29 AM
Contract Manager Approval	sknigge	06/01/2016 14:58:49 PM
Budget Analyst Approval	dreynol2	06/06/2016 10:01:19 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17721**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3259-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Nellie K. Carlson dba Hair Brush**Contractor Name: **Nellie K. Carlson dba Hair Brush**Address: **PO Box 1187**City/State/Zip: **Elko, NV 89803-1187**Contact/Phone: **Kathy Carlson 775-738-6162**Vendor No.: **T81023187**NV Business ID: **NV20141575113**To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Barber Services**

5. Purpose of contract:

**This is a new contract to provide ongoing barber services to the youth adjudicated to Nevada Youth Training Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,280.00**

Payment for services will be made at the rate of \$12.00 per Haircut

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Youth adjudicated to the Nevada Youth Training Center need 3 to 6 haircuts during their 6 to 12 month stay in order to be properly groomed.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No one on staff is properly licensed to perform these duties.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

JC Penney  
Taylor'd Hair  
Kathy Carlson  
Tangles

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor to respond.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes. Currently under contract with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroukie	05/02/2016 16:33:15 PM
Division Approval	aroukie	05/03/2016 09:42:13 AM
Department Approval	ecreceli	05/12/2016 09:48:55 AM
Contract Manager Approval	sknigge	05/12/2016 17:20:07 PM
Budget Analyst Approval	dreynol2	05/25/2016 15:10:34 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17632**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Integrated Mechanical Services, LLC
Agency Code:	<b>409</b>	Contractor Name:	<b>Integrated Mechanical Services, LLC</b>
Appropriation Unit:	<b>3646-07</b>	Address:	<b>dba Evolution Air Conditioning 124 Heather Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Henderson, NV 89002</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dennis 702-912-1535
		Vendor No.:	T27037202
		NV Business ID:	NV20111413709

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>24.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>37.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>39.00 % Rental Income</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/27/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 35 days**4. Type of contract: **Contract**Contract description: **Maintenance Services**

5. Purpose of contract:

**This is a new contract to provide ongoing, routine and preventative maintenance services for the controls that govern the heating and air conditioning at Desert Willow Treatment Center (DWTC) as well as any necessary repairs to the heating and air conditioning systems at DWTC.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,248.37**

Other basis for payment: \$7,448.37 for quarterly maintenance and \$16,800.00 for possible repairs over 4 years.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Routine and preventative maintenance of heating ventilation and air conditioning systems' controls is necessary to ensure the health of clients, families, visitors and staff at Desert Willow Treatment Center. Additional repairs may be needed to insure life safety (i.e. refrigerant leak, failed actuators) that would prevent the systems from properly working.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have any employees with the required licensing and/or certification needed.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Envisé  
Climatec  
Integrated Mechanical

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the low vendor.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Child and Family Services from 7/1/15 to current - services are satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroukie	05/10/2016 09:36:41 AM
Division Approval	aroukie	05/10/2016 09:36:44 AM
Department Approval	ecreceli	05/12/2016 09:57:05 AM
Contract Manager Approval	sknigge	05/13/2016 10:00:14 AM
Budget Analyst Approval	drey nol2	05/27/2016 10:11:52 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17893**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PDK GROUP - DBA SYSTEM4 OF SACRAMENTO**Contractor Name: **PDK GROUP - DBA SYSTEM4 OF SACRAMENTO**Address: **DBA SYSTEM4 OF SACRAMENTO  
1970 N. Cleveland Massillon Rd.**City/State/Zip: **BATH, OH 42210**Contact/Phone: **Carmen Elder 702-228-4575**

Vendor No.:

NV Business ID: **NV20121071461**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NMD# 017-16-S**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2016**Contract term: **91 days**4. Type of contract: **Contract**Contract description: **WCA Deep clean**

5. Purpose of contract:

**This is a new contract to provide deep cleaning services for the locker rooms, showers, restrooms, and kitchen areas of the Washoe County Armory.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,223.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The areas of Washoe County Armory detailed in the scope require a specialized cleaning to remove the scaling that cannot be accomplished through agency janitorial efforts.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the equipment or time to perform the thorough cleaning this service requires.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**COIT Services of Reno, LLC  
Merry Maids  
System4 of Sacramento & Reno LLC**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the lowest bidder for the service.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vradford	06/01/2016 09:10:06 AM
Division Approval	ctyle1	06/01/2016 13:58:21 PM
Department Approval	ctyle1	06/01/2016 13:58:23 PM
Contract Manager Approval	vradford	06/01/2016 14:00:02 PM
Budget Analyst Approval	jrodrig9	06/01/2016 15:15:43 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17909**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>WORLD WIDE TECHNOLOGY, Inc.</b>
Agency Code: <b>431</b>	Contractor Name: <b>WORLD WIDE TECHNOLOGY, Inc.</b>
Appropriation Unit: <b>3650-14</b>	Address: <b>60 WELDON PKWY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>MARYLAND HEIGHTS, MO 63043</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>BRIAN WALTZ 425-635-260</b>
	Vendor No.: <b>PUR0003199</b>
	NV Business ID: <b>NV20111480699</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2016**Contract term: **112 days**4. Type of contract: **Contract**Contract description: **CISCO Install, maint**

5. Purpose of contract:

**This is a new contract to perform installation, configuration, and maintenance for the Cisco Web Security Appliance purchased by the Nevada National Guard.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,711.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Cisco Web Security Appliance needs to be installed, further assistance requested for the current security, transfer of knowledge, and other related Cisco anyconnect and firewall implementation.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State workers do not have the technology and special security clearance to perform this service.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**CDW-G**  
**Orbis Tech Services, LLC**  
**World Wide Technology**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the lowest bidder that had the required security clearance.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vradford	06/04/2016 19:37:45 PM
Division Approval	ctyle1	06/08/2016 11:17:00 AM
Department Approval	ctyle1	06/08/2016 11:17:02 AM
Contract Manager Approval	ctyle1	06/08/2016 11:17:05 AM
DoIT Approval	bbohm	06/09/2016 08:21:06 AM
Budget Analyst Approval	jrodrig9	06/10/2016 17:08:03 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17835**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3717-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **D&D Plumbing, Inc.**Contractor Name: **D&D Plumbing, Inc.**Address: **1655 Greg Ct.**City/State/Zip: **Sparks, NV 89431**Contact/Phone: **E. Dale Lowery, President 775/358-2378**Vendor No.: **T27034397**NV Business ID: **NV19801005060**To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/24/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **37 days**4. Type of contract: **Contract**Contract description: **Plumbing**

5. Purpose of contract:

**This is a new contract to provide plumbing services in the nurses station and laundry room in the medical intermediate care unit 3 at Northern Nevada Correctional Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,360.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The department is required by the State of Nevada, Health Department to provide a hand sink in the nurses station and a washer and dryer to clean bio hazard clothing for the medical intermediate care unit 3. The vendor will complete the plumbing for this project.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The department does not have the personnel or equipment to complete a project of this size. No other state agency provides this service.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Ira Hansen and Sons Plumbing  
 Savage and Sons  
 D&D Plumbing, Inc.  
 Bonanza Plumbing**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

D & D Plumbing was the lowest bidder

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	05/16/2016 09:32:15 AM
Division Approval	dmartine	05/16/2016 10:16:18 AM
Department Approval	jborrowm	05/16/2016 15:35:16 PM
Contract Manager Approval	jhardy	05/23/2016 12:39:48 PM
Budget Analyst Approval	cmurph3	05/24/2016 09:49:03 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14310**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3747-09**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity  
Name: **Waters Septic Tank Services DBA**Contractor Name: **Waters Septic Tank Services DBA**Address: **Waters Vacuum Truck Service****P.O. Box 18160**City/State/Zip **Reno, NV 89511**Contact/Phone: **Justin Waters 775/825-1595**Vendor No.: **T80206180A**NV Business ID: **NV19781005671**To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **07/01/2013**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2017**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Septic and Grease**

5. Purpose of contract:

**This is the first amendment to the original contract which continues regularly scheduled septic and grease trap pumping services at Ely Conservation Camp, Ely State Prison and Pioche Conservation Camp. This amendment increases the maximum amount from \$83,556 to \$115,310 due to adding services for Lovelock Correctional Center, Humboldt Conservation Camp, Carlin Conservation Camp, Tonopah Conservation Camp, Wells Conservation Camp and Northern Nevada Transitional Housing.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$83,556.00	\$83,556.00	\$83,556.00	Yes - Action
2. Amount of current amendment (#1):	\$31,754.00	\$31,754.00	\$31,754.00	Yes - Info
3. New maximum contract amount:	\$115,310.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

For the health and safety of NDOC staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the staff, expertise and/or equipment. No other State agency offers these services.

9. Were quotes or proposals solicited? Yes  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NDOC determined that Waters Vacuum Truck Service's proposal demonstrated they are best able to meet the needs of the Department.

d. Last bid date: 03/15/2013 Anticipated re-bid date: 03/15/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY03 - current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	05/23/2016 17:34:13 PM
Division Approval	dmartine	05/23/2016 17:41:48 PM
Department Approval	jborrowm	05/25/2016 12:10:06 PM
Contract Manager Approval	jhardy	05/25/2016 13:58:41 PM
Budget Analyst Approval	cmurph3	05/31/2016 15:14:31 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13883** Amendment Number: **2**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **White Pine County Sheriff's Office**

Agency Code: **440** Contractor Name: **White Pine County Sheriff's Office**

Appropriation Unit: **3751-00** Address: **1785 Great Basin Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Ely, NV 89301**

If "No" please explain: Not Applicable Contact/Phone: **Dan Watts, Sheriff 775-289-8808**

Vendor No.: **T80971176**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2013**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **3 years and 230 days**4. Type of contract: **Interlocal Agreement**Contract description: **Jail Meals**

5. Purpose of contract:

**This is the second amendment to the original revenue interlocal agreement which provides jail meal services from Ely State Prison to the White Pine County Sheriff's Office for their inmates. This amendment adds a termination date of September 30, 2016 and increases the maximum amount from \$176,446.64 to \$220,533.15 due to an increase in the quantity of jail meals provided.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$176,446.64	\$176,446.64	\$176,446.64	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$44,086.51	\$44,086.51	\$44,086.51	Yes - Info
3. New maximum contract amount:	\$220,533.15			
and/or the termination date of the original contract has changed to:	09/30/2016			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

White Pine County jail utilizes Nevada Department of Corrections food services facility for the purpose of feeding inmates incarcerated in jail.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract for the department. Employees at Ely State Prison culinary are able to provide meals for the White Pine County Sheriff's Office, as WPCSO does not have the resources to support this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

N/A Interlocal Agreement

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY 12 to current with Nevada Department of Corrections. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	05/09/2016 13:17:24 PM
Division Approval	dmartine	05/09/2016 14:34:25 PM
Department Approval	jborrowm	05/09/2016 16:39:37 PM
Contract Manager Approval	jhardy	05/13/2016 11:14:13 AM
Budget Analyst Approval	cmurph3	05/23/2016 13:50:06 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17889**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4554-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AMERICAN CHILLER SERVICE INC**Contractor Name: **AMERICAN CHILLER SERVICE INC**Address: **5580 Mill Street  
Suite 400**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Ben Barlow 775-322-9900**Vendor No.: **T29015907**NV Business ID: **NV19921063155**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **100.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **550**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2016**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**Contract lapse was missed due to changes in fiscal staff, primarily the Agencies contract manager, and the service is required to maintain proper function of the chiller system.**3. Termination Date: **04/30/2017**Contract term: **314 days**4. Type of contract: **Contract**Contract description: **American Chiller**

5. Purpose of contract:

**This is a new contract for preventative maintenance of the chiller system to the HVAC in the main Agriculture building in Sparks.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,276.00**

Payment for services will be made at the rate of \$2,409.50 per Quarter

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Periodic preventative maintenance is performed to assure this part of the building heating and air conditioning system continues to operate and to avoid any sudden major malfunctions.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Department of Agriculture staff does not have the expertise to perform this service.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

American chiller has the expert knowledge of our HVAC system.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Agriculture, 03/01/2011 to 04/30/2015, the quality of work was better than satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	06/20/2016 07:43:12 AM
Division Approval	mston1	06/20/2016 07:43:14 AM
Department Approval	mston1	06/20/2016 07:43:16 AM
Contract Manager Approval	mston1	06/20/2016 07:43:19 AM
Budget Analyst Approval	hfield	06/20/2016 13:16:22 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16859** Amendment Number: **1**

Agency Name: **GCB - GAMING CONTROL BOARD** Legal Entity Name: **Southern Nevada Area Communications Council**

Agency Code: **611** Contractor Name: **Southern Nevada Area Communications Council**

Appropriation Unit: **4061-04** Address: **6000 E Rochelle AV**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89122**

If "No" please explain: **Not Applicable** Contact/Phone: **702-455-7390**

Vendor No.: **T81026920E**

NV Business ID: **EXEMPT**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date null/null

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Specialty Services**

## 5. Purpose of contract:

**This is the first amendment to the original contract, which provides ongoing access to an 800 MHz two-way radio system in support of the Board's Enforcement Division field operations in Southern Nevada. This amendment extends the termination date from June 30, 2016 to June 30, 2019, increases the maximum amount from \$7,610 to \$33,144 due to continued need for the services, and revises the fee schedule.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$7,610.00	\$7,610.00	\$7,610.00	No
2. Amount of current amendment (#1):	\$25,534.00	\$33,144.00	\$33,144.00	Yes - Info
3. New maximum contract amount:	\$33,144.00			
and/or the termination date of the original contract has changed to:	06/30/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Enforcement agents require law enforcement grade reliable communications to conduct field operations in a wide variety of urban and rural environments in Southern Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Requires F.C.C. licensing, technical expertise in radio frequency communications technology, and an established 800 MHz radio relay system.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This governmental entity best meets the needs of the agency at this time.

- d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor is currently under contract with the Gaming Control Board; services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	05/26/2016 14:02:54 PM
Division Approval	jkingsla	05/26/2016 14:02:57 PM
Department Approval	jkingsla	05/26/2016 14:03:00 PM
Contract Manager Approval	jkingsla	05/26/2016 14:03:03 PM
Budget Analyst Approval	myoun3	06/03/2016 09:28:36 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17517**Agency Name: **DPS-PAROLE & PROBATION**Agency Code: **652**Appropriation Unit: **3740-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STOMMEL, INC.**Contractor Name: **STOMMEL, INC.**Address: **dba DBA LEHR AUTO ELECTRIC  
4707 NORTHGATE BLVD**City/State/Zip: **SACRAMENTO, CA 95834-1120**Contact/Phone: **Doug Fowler (616) 646-6642 916-646-6626**Vendor No.: **PUR0005174**NV Business ID: **NV20151136188**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/24/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 37 days**4. Type of contract: **Contract**Contract description: **Radio/Cage Install**

5. Purpose of contract:

**This is a new contract to provide installation of two-way radios and prisoner partitions in state Fleet Services vehicles leased by Nevada Division of Parole & Probation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,388.00**

Other basis for payment: Lump sum payment upon receipt of completed installation.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**All DPS Officer 2 positions in P&P are assigned a vehicle for site visits related to supervision of parolees/probationers. Duties also include transporting parolees/probationers to jail when found in violation of conditions of their supervision or other violations of the law. The equipment contributes directly to the safety and security of officers by providing communication with other officers and dispatch and physical security via the partitions separating the officer from violators during transport.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**P&P has no employees trained in installation of this equipment, or the facilities to do so. Other state agencies who do, such as NHP, do not have resources to provide these services in a timely manner under all circumstances, due to requirements for servicing their agency's vehicles.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Lehr Auto Electric, Sparks, NV  
Advanced Vehicle Products, Henderson, NV  
Frontier Radio, Las Vegas, NV  
Sierra Electronics, Sparks, NV

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lower cost than other responding vendor in the area for most common radio/partition installation options.

d. Last bid date: 01/21/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssieber	02/23/2016 13:37:34 PM
Division Approval	jdibasil	05/18/2016 11:25:18 AM
Department Approval	mcar2	05/18/2016 13:15:23 PM
Contract Manager Approval	mcar2	05/18/2016 13:15:25 PM
Budget Analyst Approval	jrodrig9	05/23/2016 20:46:09 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17716**Agency Name: **DPS-TRAFFIC SAFETY**Agency Code: **658**Appropriation Unit: **4687-32**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada Department of Transportation

Contractor Name: **Nevada Department of Transportation**Address: **Traffic Safety Engineering Div  
1263 S. Stewart Street**City/State/Zip: **Carson City, NV 89712**

Contact/Phone: Ken Mammen 775-888-7335

Vendor No.:

NV Business ID: Government

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/23/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/01/2016**Contract term: **70 days**4. Type of contract: **Interlocal Agreement**Contract description: **Safety Summit**

5. Purpose of contract:

**This is a new interlocal agreement to provide partial funding to the Nevada Department of Transportation for the 2016 Nevada Transportation Safety Summit to be held on May 24, 2016 to May 25, 2016.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$20,000.00 per Entire Summit

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The annual Nevada Transportation Safety Summit is identified and included in the Nevada Highway Safety Plan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOT and OTS are hosting the event and OTS is contributing for NDOT to facilitate necessary elements of the Safety Summit.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes any one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdibasil	05/16/2016 08:44:14 AM
Division Approval	jdibasil	05/16/2016 08:44:17 AM
Department Approval	mcar2	05/16/2016 09:05:26 AM
Contract Manager Approval	mcar2	05/16/2016 09:05:40 AM
Budget Analyst Approval	jrodrig9	05/23/2016 20:42:42 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17870**

Agency Name:	<b>DCNR - CONSERVATION &amp; NATURAL RESOURCES</b>	Legal Entity Name:	KPS 3, Inc.
Agency Code:	<b>700</b>	Contractor Name:	<b>KPS 3, Inc.</b>
Appropriation Unit:	<b>4150-26</b>	Address:	<b>50 W. Liberty Street, Suite 640</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89501-1946</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Mike McDowell 775-686-7439
		Vendor No.:	PUR0004720
		NV Business ID:	NV19941094961
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
<b>X</b>	General Funds	<b>50.00 %</b>	Fees 0.00 %
	Federal Funds	0.00 %	Bonds 0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding <b>50.00 %</b>
			<b>Grant from Natural Resources Conservation Service (NRCS)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/27/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2016**Contract term: **218 days**4. Type of contract: **Contract**Contract description: **Website Redesign**

5. Purpose of contract:

**This is a new contract to provide a complete website redesign for the Director's Office and Conservation Districts Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: \$5,000 due upon start of project. Remaining \$5,000 due upon completion/delivery of project.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Conservation and Natural Resources (DCNR) websites are outdated and difficult for the public to navigate. The Director's Office and Conservation Districts sites were also developed in an outdated platform that is unstable and easily targeted by hackers. The Nevada Division of Environmental Protection (NDEP) has worked with this vendor for website redesign, so other DCNR agencies have been able to use the platform templates developed under the NDEP contract in an effort to create a consistent look within all DCNR websites.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Director's Office and Conservation Districts Program do not have web developers to redesign the current website. Once the new website is developed, the new platform will allow for easy maintenance by the current Public Information Officers within the Department of Conservation and Natural Resources.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 332.195 authorizes the joint use of a governmental contract. The Nevada Division of Environmental Protection (NDEP) has a current website redesign contract with this vendor that was secured through the solicitation process.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

1994 to present: Nevada Division of Industrial Relations, Safety Consultation and Training Section, satisfactory.  
1997 to 1999 and 2003 to 2004: Nevada Commission on Economic Development, satisfactory.  
2006 to present: Nevada System of Higher Education, satisfactory.  
2010 to present: Nevada Department of Health and Human Services, satisfactory.  
2014 to present: Nevada Division of Environmental Protection, satisfactory.  
2015 to present: Public Employees' Benefits Program, satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/24/2016 15:33:24 PM
Division Approval	kwilliam	05/24/2016 15:33:26 PM
Department Approval	kwilliam	05/24/2016 15:33:28 PM
Contract Manager Approval	kwilliam	05/25/2016 14:42:55 PM
Budget Analyst Approval	cpalme2	05/27/2016 10:47:42 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17852**Agency Name: **DCNR - CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4156-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HDR ENGINEERING, INC.**Contractor Name: **HDR ENGINEERING, INC.**Address: **9805 DOUBLE R BLVD, SUITE 101**City/State/Zip: **RENO, NV 89521**Contact/Phone: **RUEDY EDGINGTON 775-337-4704**

Vendor No.:

NV Business ID: **NV19851010291**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/20/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 42 days**4. Type of contract: **Contract**Contract description: **CCS / HQT Verifier**

5. Purpose of contract:

**This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: Services requested as needed with payment made within 45 - 60 days of receipt of invoice, providing all required information, documents and/or attachments have been received.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 321.594 requires the Sagebrush Ecosystem Program to oversee and administer a program to mitigate damage to sagebrush ecosystems through a system (the Conservation Credit System, or CCS) that awards credits to persons, federal and state agencies, local governments and nonprofit organizations who take measures to protect, enhance or restore sagebrush ecosystems established by the Sagebrush Ecosystem Council. The CCS Habitat Quantification Tool (HQT) requires field verification of habitat conditions per protocols outlined in the CCS manual. This contract establishes a pool of robust, reliable, and affordable experts to implement and verify the CCS HQT and ensure net conservation gain of sage-grouse habitat.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the capability to provide this service.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

SRK CONSULTING  
AECOM  
CARDNO

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFQ #3236 - all vendors received contracts who met the qualifications and completed the State of Nevada's CSS Verification Training.

d. Last bid date: 03/02/2016 Anticipated re-bid date: 03/02/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/17/2016 16:08:33 PM
Division Approval	kwilliam	05/17/2016 16:08:35 PM
Department Approval	kwilliam	05/17/2016 16:08:37 PM
Contract Manager Approval	kwilliam	05/17/2016 16:08:39 PM
Budget Analyst Approval	cpalme2	05/20/2016 16:00:04 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17853**Agency Name: **DCNR - CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4156-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NICHOLS CONSULTING ENGINEERS**Contractor Name: **NICHOLS CONSULTING ENGINEERS**Address: **1885 S. ARLINGTON AVENUE, SUITE 111**City/State/Zip: **RENO, NV 89509**Contact/Phone: **JASON DREW 775-329-4955**Vendor No.: **T81103102**NV Business ID: **NV19891040686**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/20/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 42 days**4. Type of contract: **Contract**Contract description: **CCS / HQT Verifier**

5. Purpose of contract:

**This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: Services requested as needed with payment made within 45 - 60 days of receipt of invoice, providing all required information, documents and/or attachments have been received.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 321.594 requires the Sagebrush Ecosystem Program to oversee and administer a program to mitigate damage to sagebrush ecosystems through a system (the Conservation Credit System, or CCS) that awards credits to persons, federal and state agencies, local governments and nonprofit organizations who take measures to protect, enhance or restore sagebrush ecosystems established by the Sagebrush Ecosystem Council. The CCS Habitat Quantification Tool (HQT) requires field verification of habitat conditions per protocols outlined in the CCS manual. This contract establishes a pool of robust, reliable, and affordable experts to implement and verify the CCS HQT and ensure net conservation gain of sage-grouse habitat.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the capability to provide this service.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

SRK CONSULTING  
AECOM  
CARDNO

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFQ #3236 - all vendors received contracts who met the qualifications and completed the State of Nevada's CSS Verification Training.

d. Last bid date: 03/02/2016 Anticipated re-bid date: 03/02/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/18/2016 09:52:25 AM
Division Approval	kwilliam	05/18/2016 09:52:27 AM
Department Approval	kwilliam	05/18/2016 09:52:29 AM
Contract Manager Approval	kwilliam	05/18/2016 09:53:05 AM
Budget Analyst Approval	cpalme2	05/20/2016 16:00:18 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17933**Agency Name: **DCNR - CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4156-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SRK Consulting (U.S.), Inc.**Contractor Name: **SRK Consulting (U.S.), Inc.**Address: **5250 Neil Road, Suite 300**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Katie L. Bertrando, Senior Consultant  
775-828-6800**

Vendor No.:

NV Business ID: **NV19841013591**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **CCS / HQT Verifier**

5. Purpose of contract:

**This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: Services requested as needed with payment made within 45 - 60 days of receipt of invoice, providing all required information, documents and/or attachments have been received.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 321.594 requires the Sagebrush Ecosystem Program to oversee and administer a program to mitigate damage to sagebrush ecosystems through a system (the Conservation Credit System, or CCS) that awards credits to persons, federal and state agencies, local governments and nonprofit organizations who take measures to protect, enhance or restore sagebrush ecosystems established by the Sagebrush Ecosystem Council. The CCS Habitat Quantification Tool (HQT) requires field verification of habitat conditions per protocols outlined in the CCS manual. This contract establishes a pool of robust, reliable, and affordable experts to implement and verify the CCS HQT and ensure net conservation gain of sage-grouse habitat.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the capability to provide this service.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

NCE  
AECOM  
CARDNO

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFQ #3236 - all vendors received contracts who met the qualifications and completed the State of Nevada's CSS Verification Training.

d. Last bid date: 03/02/2016 Anticipated re-bid date: 03/02/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	06/14/2016 11:04:38 AM
Division Approval	kwilliam	06/14/2016 11:04:40 AM
Department Approval	kwilliam	06/14/2016 11:04:42 AM
Contract Manager Approval	kwilliam	06/14/2016 14:29:18 PM
Budget Analyst Approval	cpalme2	06/16/2016 11:05:26 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17866**Agency Name: **DCNR - CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4156-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STANTEC CONSULTING SERVICES INC.**Contractor Name: **STANTEC CONSULTING SERVICES INC.**Address: **6995 SIERRA CENTER PARKWAY**City/State/Zip: **Reno, NV 89511**Contact/Phone: **BENJAMIN VEACH 775-398-1257**

Vendor No.:

NV Business ID: **NV20101021081**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 28 days**4. Type of contract: **Contract**Contract description: **CCS / HQT Verifier**

5. Purpose of contract:

**This is a new contract to implement and verify the Nevada Conservation Credit System Habitat Quantification Tool to obtain experts for vegetative field data collection and analysis for assessing sage-grouse habitat function and GIS desktop analysis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: Services requested as needed with payment made within 45 - 60 days of receipt of invoice, providing all required information, documents and/or attachments have been received.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 321.594 requires the Sagebrush Ecosystem Program to oversee and administer a program to mitigate damage to sagebrush ecosystems through a system (the Conservation Credit System, or CCS) that awards credits to persons, federal and state agencies, local governments and nonprofit organizations who take measures to protect, enhance or restore sagebrush ecosystems established by the Sagebrush Ecosystem Council. The CCS Habitat Quantification Tool (HQT) requires field verification of habitat conditions per protocols outlined in the CCS manual. This contract establishes a pool of robust, reliable, and affordable experts to implement and verify the CCS HQT and ensure net conservation gain of sage-grouse habitat.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the capability to provide this service.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

AECOM  
CARDNO  
SRK CONSULTING

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFQ #3236 - all vendors received contracts who met the qualifications and completed the State of Nevada's CSS Verification Training.

d. Last bid date: 03/02/2016 Anticipated re-bid date: 03/02/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/24/2016 09:01:38 AM
Division Approval	kwilliam	05/24/2016 09:01:40 AM
Department Approval	kwilliam	05/24/2016 09:01:42 AM
Contract Manager Approval	kwilliam	05/24/2016 09:01:45 AM
Budget Analyst Approval	cpalme2	06/03/2016 15:51:36 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17822**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **1511-91**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Shelley Fallon

Contractor Name: **Shelley Fallon**Address: **dba, Fallon Multimedia  
15920 Thompson Lane**City/State/Zip: **Reno, NV 89511**

Contact/Phone: Bobbi Coulter 775-771-7320

Vendor No.:

NV Business ID: NV20121620231

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>2.00 %</b>	<b>X</b> Fees	<b>48.00 % License Plate Fees</b>
Federal Funds	0.00 %	<b>X</b> Bonds	<b>50.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 16-57

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/23/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/06/2020**Contract term: **3 years and 349 days**4. Type of contract: **Contract**Contract description: **Interpretive panels**

5. Purpose of contract:

**This is a new contract to manufacture interpretive panels at Mason Valley Hatchery and the Oxbow Nature Study Area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

A fire at Oxbow Nature Study area required that old signs be replaced due to damage or inaccuracy after changes created by the fire. For public safety and knowledge, interpretive signs are required at Oxbow NSA and Mason Valley Hatchery.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOW has the lack of necessary equipment and resources.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Fallon Multimedia  
Kev Karl Designs  
Pacific Studiob. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Fallon Multimedia was chosen to due their previous experience working with local federal agencies and extensive experience with visual communication needs.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	05/10/2016 14:43:16 PM
Division Approval	lgleason	05/10/2016 14:54:57 PM
Department Approval	eobrien	05/16/2016 16:52:56 PM
Contract Manager Approval	dwendell	05/17/2016 08:55:56 AM
Budget Analyst Approval	cpalme2	05/23/2016 15:52:31 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17843**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4461-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MT. ROSE HEATING AND AIR CONDITIONING, INC.**Contractor Name: **MT. ROSE HEATING AND AIR CONDITIONING, INC.**Address: **310 SUNSHINE LANE**City/State/Zip: **RENO, NV 89502-1215**Contact/Phone: **775/329-8384**Vendor No.: **T80978897**NV Business ID: **NV19901038079**To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sportsmen</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **16-62**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/23/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **38 days**4. Type of contract: **Contract**Contract description: **Winnemucca Units**

5. Purpose of contract:

**This is a new contract to replace two five ton HVAC units and repair or replace two economizers at the NDOW Winnemucca Office.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,620.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The packaging units are no longer operable.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**NDOW does not employ licensed HVAC contractors.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Ham's Heating Air Conditioning & Mechanical  
 Sunrise Plumbing & Heating  
 Mt. Rose Heating and Air Conditioning**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Mt. Rose Heating and Air Conditioning has the qualifications and experience needed.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	05/16/2016 12:53:09 PM
Division Approval	Igleason	05/16/2016 17:06:25 PM
Department Approval	eobrien	05/17/2016 14:58:13 PM
Contract Manager Approval	dwendell	05/18/2016 07:35:09 AM
Budget Analyst Approval	cpalme2	05/23/2016 15:49:08 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17761**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED TELEMETRY SYSTEMS**Contractor Name: **ADVANCED TELEMETRY SYSTEMS**Address: **470 First Ave. N.  
BOX 398**City/State/Zip: **ISANTI, MN 55040-0398**Contact/Phone: **Julie Shockman 763/444-9267**Vendor No.: **PUR0001453A**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>25.00 %</b>	<b>Tags and License Fees</b>
<b>X</b> Federal Funds	<b>75.00 %</b>		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **16-58**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years and 21 days**4. Type of contract: **Contract**Contract description: **Wildlife Telemetry**

5. Purpose of contract:

**This is a new contract for data retrieval and management services associated with GPS satellite collars placed on multiple species of big game animals throughout the state of Nevada. This contract will allow the Nevada department to receive the data, which is critical to making appropriate population and habitat management decisions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

NDOW has placed between 150 and 200 telemetry collars on wildlife throughout the state. This represents an investment of about \$500,000, most of which has already been spent. This contract will allow NDOW to obtain position data from those collars in order to better understand migration routes and movement patterns of big game animals. Satellite GPS collar companies develop and provide proprietary collars that collect and distribute data based on pre-existing agreements between collar manufacturers and satellite operators. Collars, in the absence of the data management services are useless, as are data management services in the absence of collars.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state has no way of getting data from the collars.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Telemetry Solutions  
Advance Telemetry Systems  
Big Game Houndsmen

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The current collars were purchased from Advanced Telemetry Systems and no other company was able to gather the data from the collars we are currently using.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOW is currently working with Advanced Telemetry Systems and is in satisfactory status.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**As explained below (see SBL question), and under NRS 80.015(1)(m) (transacting business in interstate commerce), ATS is a foreign corporation not doing business in Nevada. Therefore, it is not subject to NRS 80.010 and 80.110. The contractor does not own the collars that send data to the satellites that provide telemetry that the department receives via email. It has no office, equipment or employees in Nevada and communicates with the department from out of state by phone and email.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

**As explained above, and under NRS 80.015(1)(m) (transacting business in interstate commerce), ATS is a foreign corporation not doing business in Nevada. Therefore, it is not subject to NRS 80.010 and 80.110. The contractor does not own the collars that send data to the satellites that provide telemetry that the department receives via email. It has no office, equipment or employees in Nevada and communicates with the department from out of state by phone and email.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	04/29/2016 09:48:25 AM
Division Approval	Igleason	04/29/2016 10:33:55 AM
Department Approval	eobrien	05/24/2016 14:46:21 PM
Contract Manager Approval	dwendell	06/09/2016 11:42:43 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17711**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-22**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **United States Department of Agriculture  
Animal and Plant Health**Contractor Name: **United States Department of  
Agriculture Animal and Plant Health**Address: **USDA APHIS WILDLIFE SERVICES  
8775 TECHNOLOGY WAY**City/State/Zip: **RENO, NV 89521-4878**Contact/Phone: **775/851-4848**Vendor No.: **T81035403C**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>25.00 %</b>	<b>X</b> Fees	<b>25.00 % Sportsman</b>
<b>X</b> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **16-50**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/24/2016**Anticipated BOE meeting date **06/2016**Retroactive? **Yes**

If "Yes", please explain

**NDOW recently established a 5-year Cooperative Services Agreement (CSA) with Wildlife Services to conduct cooperative projects up to \$450,000 annually, totaling \$2,350,000, that include predation management and wildlife conflict management that is valid from July 1, 2015 through June 30, 2020. However, that CSA is limited in payment to funds collected through the predator fee. This limitation was an inadvertent oversight and other fund sources should have been identified.**

3. Termination Date: **06/30/2016**Contract term: **37 days**4. Type of contract: **Cooperative Agreement**Contract description: **Urban Wildlife**

5. Purpose of contract:

**This is a new cooperative agreement to provide wildlife damage management activities to resolve wildlife conflicts related to the damage caused by urban coyotes and other urban wildlife in Nevada. This agreement will also cover situations in which diseased wildlife population may require management capacity provided by the Federal government through wildlife services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Wildlife damage management to resolve conflicts due to damage by urban coyotes and other urban wildlife.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Aphis is equipped to perform this work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No



a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NDOW is working with another governmental agency.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

USDA-APHIS is currently working with NDOW and has satisfactory work.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	04/18/2016 07:44:28 AM
Division Approval	Igleason	04/20/2016 09:35:09 AM
Department Approval	eobrien	04/20/2016 09:51:52 AM
Contract Manager Approval	dwendell	05/24/2016 10:09:20 AM
Budget Analyst Approval	cpalme2	05/24/2016 14:24:11 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17555**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4465-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ECOANALYSTS, INC.**Contractor Name: **ECOANALYSTS, INC.**Address: **1420 S. BLAINE STREET SUITE 14**City/State/Zip: **MOSCOW, ID 83843-3973**Contact/Phone: **208-310-1396**Vendor No.: **T27007593**NV Business ID: **NV20101859981**To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Aquatic Invasive Species Decal**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 16-43

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/27/2016**

Anticipated BOE meeting date 05/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2018**Contract term: **2 years and 218 days**4. Type of contract: **Contract**Contract description: **AIS Decals**

5. Purpose of contract:

**This is a new contract to provide analysis of water samples collected at various locations throughout the State for the presence/absence of invasive aquatic organisms.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,967.50****II. JUSTIFICATION**

7. What conditions require that this work be done?

Laboratory analysis for aquatic invasive Dreissena species utilizing cross-polarized microscopy for Nevadas lakes and reservoirs from plankton samples collected by NDOW biologists as required early detection monitoring.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada does not have the required analytical instruments or training.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

State of Montana Laboratory  
EMSL Analytical, Inc.  
Western Biological Services  
EcoAnalysts, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor has done work for us in the past and has good quality work. The vendor also came in at the lowest amount.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Wildlife 2012-2015 Quality of service very good.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**Under NRS 80.015(1)m) (transacting business in interstate commerce), EcoAnalysts is a foreign corporation not doing business in Nevada. Therefore it is not subject to NRS 80.010 and 80.110. It has no facilities or personnel in Nevada and does not perform any work here. It does send people into Nevada to pick up the samples, so the situation is similar to NRS 80.015(1)(f), which is explicitly described as not doing business in Nevada.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

**Under NRS 80.015(1)m) (transacting business in interstate commerce), EcoAnalysts is a foreign corporation not doing business in Nevada. Therefore it is not subject to NRS 80.010 and 80.110. It has no facilities or personnel in Nevada and does not perform any work here. It does send people into Nevada to pick up the samples, so the situation is similar to NRS 80.015(1)(f), which is explicitly described as not doing business in Nevada.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	03/08/2016 08:38:42 AM
Division Approval	dwendell	03/08/2016 08:38:44 AM
Department Approval	eobrien	03/11/2016 09:45:40 AM
Contract Manager Approval	dwendell	05/24/2016 13:21:06 PM
Budget Analyst Approval	cpalme2	05/27/2016 10:28:48 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17867**Agency Name: **DCNR - OHV COMMISSION**Agency Code: **703**Appropriation Unit: **4285-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLARK COUNTY, NEVADA  
DEPARTMENT OF AIR QUALITY**Contractor Name: **CLARK COUNTY, NEVADA  
DEPARTMENT OF AIR QUALITY  
DESERT CONSERVATION PROGRAM  
4701 W RUSSELL RD STE 200**Address: **LAS VEGAS, NV 89118**City/State/Zip: **HEATHER GREEN 702-455-1605**Contact/Phone: **Vendor No.:**NV Business ID: **EXEMPT**To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % OHV REGISTRATION FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/27/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2018**Contract term: **1 year and 277 days**4. Type of contract: **Interlocal Agreement**Contract description: **OHV-CLARK COUNTY MKT**

5. Purpose of contract:

**This is a new interlocal agreement to provide funding for marketing of the Off-Highway Vehicles (OHV) program in an effort to increase OHV user registration throughout Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

Other basis for payment: COMMISSION agrees to pay COUNTY \$49,999.00 as its share of the cost for CONSULTANT's services, and further agrees to pay such amount upon the date of COUNTY award of CONSULTANT contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Nevada Off-Highway Vehicles (OHV) registration program has experienced a decline in active registrations. For the first time since the program began, the program experienced negative growth in active registrations during the first quarter of fiscal year 2015, with renewal rates continuing to decline as a result of inadequate public outreach.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Nevada Commission on Off-Highway Vehicles does not have marketing staff.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Clark County Desert Conservation Program (DCP) manages Endangered Species Act compliance for non-Federal activities on behalf of Clark County. The Nevada Commission on Off-Highway Vehicles (OHV) promotes the safe and responsible use of Nevada's off-road recreation. The DCP and OHV Commission together have agreed to market the OHV program to increase OHV registration and in turn help further the mission of the DCP while encouraging responsible OHV recreation on marked trails.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/24/2016 10:34:13 AM
Division Approval	kwilliam	05/24/2016 10:34:15 AM
Department Approval	kwilliam	05/24/2016 10:34:16 AM
Contract Manager Approval	kwilliam	05/24/2016 11:31:59 AM
Budget Analyst Approval	cpalme2	05/27/2016 10:37:31 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17831**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3820-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Donald E. Lowrey J.D. LL.M

Contractor Name: **Donald E. Lowrey J.D. LL.M**Address: **PO Box 750271**City/State/Zip: **Las Vegas, NV 89136**

Contact/Phone: 7026457452

Vendor No.: T29026291

NV Business ID: NV20131678251

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 10 days**4. Type of contract: **Contract**Contract description: **Referee Contract**

5. Purpose of contract:

**This is a new contract to impanel the contractor to the Division's Alternative Dispute Resolution panel. Pursuant to AB 370 of the 2013 Legislative Session, the panel will arbitrate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$200.00 per hr

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS38.340 mandates that the Division establish and maintain a list of mediators and arbitrators who are available for mediation and arbitration of claims. AB370 effective October 1, 2013, revises NRS 38 so that mediation will be the mandatory form of resolution. AB370 gives the Division authority to create a Program. The Program will consist of a panel of referees and will provide subsidy up to \$500.00 per claim, if both parties meet the requirements and agree to participate.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Mediators, arbitrators and referees must be neutral parties to the claims. The Division (Administrator) administers the process and establishes and maintains the appropriate panels. Therefore, outside vendors are required to maintain neutrality. NAC333.150(2)(b)(4) waives the formal requirements for an RFP.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

This is an ongoing informal solicitation on agency website

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All contractors that meet the training and experience requirements established in the solicitation are selected to serve on the panels. In accordance with NAC 333.150 (6) the formal solicitation requirements are waived, and an ongoing informal solicitation has been posted on the Division's website.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	06/03/2016 10:47:23 AM
Division Approval	ghilgar	06/10/2016 12:41:09 PM
Department Approval	knielsen	06/14/2016 08:03:10 AM
Contract Manager Approval	mroller	06/14/2016 12:32:05 PM
Budget Analyst Approval	cschon1	06/20/2016 10:31:58 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17830**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3820-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Donald E. Lowrey J.D. LL.M.

Contractor Name: **Donald E. Lowrey J.D. LL.M.**Address: **PO Box 750271**City/State/Zip: **Las Vegas, NV 89136**

Contact/Phone: 7026457452

Vendor No.: T29026291

NV Business ID: NV20131678251

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 10 days**4. Type of contract: **Contract**Contract description: **Mediator Contract**

5. Purpose of contract:

**This is a new contract to impanel the contractor to the Division's Alternative Dispute Resolution panel. Pursuant to AB370 of the 2013 Legislative Session, the panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$167.00 per hr

Other basis for payment: not to exceed \$250 for 90 minutes or \$500 for 3 hours of mediation.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS38.340 mandates that the Division establish and maintain a list of mediators and arbitrators who are available for mediation and arbitration of claims. AB370 effective October 1, 2013, revises NRS 38 so that mediation will be the mandatory form of resolution. AB370 gives the Division authority to create a Program. The Program will consist of a panel of referees and will provide subsidy up to \$500.00 per claim, if both parties meet the requirements and agree to participate.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Mediators, arbitrators and referees must be neutral parties to the claims. The Division (Administrator) administers the process and establishes and maintains the appropriate panels. Therefore, outside vendors are required to maintain neutrality. NAC333.150(2)(b)(4) waives the formal requirements for an RFP.

9. Were quotes or proposals solicited?

Yes



Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

This is an ongoing informal solicitation on agency website

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All contractors that meet the training and experience requirements established in the solicitation are selected to serve on the panels. In accordance with NAC 333.150 (6) the formal solicitation requirements are waived, and an ongoing informal solicitation has been posted on the Division's website.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	06/02/2016 12:08:31 PM
Division Approval	ghilgar	06/10/2016 12:33:47 PM
Department Approval	knielsen	06/14/2016 08:03:18 AM
Contract Manager Approval	mroller	06/14/2016 12:31:32 PM
Budget Analyst Approval	cschon1	06/20/2016 10:25:49 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17816**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Jenson Total Services Inc**Contractor Name: **Jenson Total Services Inc**Address: **2880 N Commerce St**City/State/Zip: **N Las Vegas, NV 89030-3908**Contact/Phone: **James Jenson 702-396-4000**Vendor No.: **T29005698**NV Business ID: **NV19991356528**To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Business Enterprise Set-Aside</b>

Agency Reference #: **2067-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Jenson Total Svc**

5. Purpose of contract:

**This is a new contract that continues ongoing maintenance and repair services of heating, ventilating and air conditioning (HVAC) units, commercial refrigerators and refrigeration units, freezers, ice makers, reach-ins and display units on a time and material basis: facility remodeling, installation, repair, maintenance, relocation, and replacement of equipment with purchase of parts as necessary at all southern Nevada Business Enterprises of Nevada program sites including three Hoover Dam sites.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: Work will be performed on an as-needed work order basis; \$89.00/hr. (7am - 5pm, Monday - Friday); \$133.50/hr. (5:00pm - 7am, Monday - Friday and all day Saturday & Sunday); \$30 Hoover Dam trip charge; Hoover Dam parking costs with original receipts and parts and materials costs shall not exceed 20% above Contractor's costs. All invoices will be paid upon acceptance of the work performed by authorized BEN personal with the total contract amount not to exceed \$24,500.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has a substantial inventory of equipment at various locations that need on-going maintenance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work requires specialization in heating, ventilation, air conditioning, and commercial refrigeration units. State employees do not have the time or the specialized expertise to provide these services.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

EMCOR  
Ontario Refrigeration  
Liberty Heating  
Jenson Total Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest Cost vendor

d. Last bid date: 03/14/2016 Anticipated re-bid date: 03/14/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since 2003.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	06/01/2016 08:25:12 AM
Division Approval	shendren	06/03/2016 14:55:59 PM
Department Approval	kwynands	06/10/2016 14:52:26 PM
Contract Manager Approval	kwynands	06/10/2016 14:52:30 PM
Budget Analyst Approval	tgreenam	06/14/2016 14:33:31 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17789**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-TMCC**Contractor Name: **BOARD OF REGENTS-TMCC**Address: **7000 DANDINI BLVD**City/State/Zip: **RENO, NV 89512**Contact/Phone: **Tammy Freeman 775/673-7155**Vendor No.: **D35000812**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **2065-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2017**Contract term: **363 days**4. Type of contract: **Interlocal Agreement**Contract description: **TMCC Summer Cmp 16**

5. Purpose of contract:

**This is a new Interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21; which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,070.00**

Other basis for payment: Invoice#1 (upon approval thru 6/30/16) = \$10,019.41 and Invoice# 2 (7/1/16 thru 8/5/16) = \$7,050.59; based upon 15 students and for each student under 15 (reduce Invoice# 1 by \$634.00 and Invoice# 2 by \$285.00) with the total Contract not to exceed \$17,070.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**WIOA requires that 15% of all grant funding be spent on PETS programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not trained or have the skills to undertake the PETS training.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

There is no indirect costs associated with this contract

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under multiple contracts with Vocational Rehabilitation since May 2003 and has been providing satisfactory service for the entire time.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	05/09/2016 14:47:23 PM
Division Approval	shendren	05/10/2016 14:31:06 PM
Department Approval	jmcentee	05/20/2016 13:32:06 PM
Contract Manager Approval	kwynands	05/31/2016 16:03:48 PM
Budget Analyst Approval	tgreenam	06/03/2016 08:38:33 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17701**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-WNC**Contractor Name: **BOARD OF REGENTS-WNC**Address: **% WESTERN NEVADA COLLEGE  
2201 W COLLEGE PKWY**City/State/Zip: **CARSON CITY, NV 89703-7316**Contact/Phone: **Susan Trist 775/445-4459**Vendor No.: **D35000851**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **2063-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2016**Anticipated BOE meeting date **05/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2017**Contract term: **363 days**4. Type of contract: **Interlocal Agreement**Contract description: **WNC Summer Camp 2016**

5. Purpose of contract:

**This is a new Interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21; which will provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,947.25**

Other basis for payment: Cost: Invoice#1 (Upon approval thru 6/30/16) = \$11,225.38; Invoice# 2 (7/1/16 thru 7/15/16) = \$2,560.76; and Invoice# 3 (7/17/16 thru 12/16/16) = \$6,161.11 with the total Contract not exceeding \$19,947.25.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**WIOA requires that 15% of all grant funding be spent on PETS programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not trained or have the skills to undertake the PETS training.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Intralocal - Governmental Entity  
There is 8% direct cost associated with this contract

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under contract with REHAB since March 2003 and has been providing satisfactory service for the entire time.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	05/05/2016 11:07:48 AM
Division Approval	shendren	05/10/2016 14:30:44 PM
Department Approval	jmcentee	05/20/2016 13:37:01 PM
Contract Manager Approval	kwynands	06/01/2016 15:15:49 PM
Budget Analyst Approval	tgreenam	06/03/2016 09:48:41 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17762**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GOODWILL INDUSTRIES OF SO NV**Contractor Name: **GOODWILL INDUSTRIES OF SO NV**Address: **DBA GOODWILL OF SOUTHERN NV  
1280 W CHEYENNE AVE**City/State/Zip: **NORTH LAS VEGAS, NV 89030-7818**Contact/Phone: **Keri Bud 702/214-2084**Vendor No.: **T81016674**NV Business ID: **NV19751000845**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **2066-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/31/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2016**Contract term: **214 days**4. Type of contract: **Contract**Contract description: **Goodwill Summer Camp**

5. Purpose of contract:

**This is a new contract to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21, to provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,935.28**

Other basis for payment: Fixed Costs: Staff Salaries \$10,425.28, Tests \$260.00, Graduation Ceremony \$700.00; Variable Costs (max 15 students): Class Materials \$100.00/student, Food \$72.50/student, Wages (40hours@ \$8.25) \$330.00/student and Bus Passes \$67.50/student, with the total contract not to exceed \$19,935.28.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**WIOA requires that 15% of all grant funding be spent on PETS programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not trained or have the skills to undertake the PETS training.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Goodwill of N. Nevada  
OVI  
Goodwill of S. Nevada  
Junior Blind of CA  
Easter Seals

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor who submitted a proposal that met RFQ solicitation requirements.

d. Last bid date: 02/10/2016 Anticipated re-bid date: 10/03/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under multiple contracts with Vocational Rehabilitation since January 1999 and has been providing satisfactory service for the entire time.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	05/02/2016 15:38:41 PM
Division Approval	shendren	05/03/2016 16:15:27 PM
Department Approval	jmcentee	05/20/2016 13:21:56 PM
Contract Manager Approval	kwynands	05/20/2016 14:25:56 PM
Budget Analyst Approval	tgreenam	05/31/2016 15:31:35 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17818**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ODYSSEY CHARTER SCHOOL OF**Contractor Name: **ODYSSEY CHARTER SCHOOL OF NEVADA**Address: **2251 S JONES BLVD STE 100 A**City/State/Zip: **LAS VEGAS, NV 89146**Contact/Phone: **702/257-0578**Vendor No.: **T81102486**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **2068-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2016**Anticipated BOE meeting date **06/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2017**Contract term: **352 days**4. Type of contract: **Interlocal Agreement**Contract description: **Odyssey Summer Cmp16**

5. Purpose of contract:

**This is a new Interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths, ages 16 - 21, to provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,197.00**

Other basis for payment: Staff salaries \$12,000.00; Transportation \$1,200.00; Food \$1,610.00; Supplies \$1,137.00 and Rentals \$250.00 at a cost not exceeding \$ 16,197.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**WIOA requires that 15% of all grant funding be spent on PETS programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not trained or have the skills to undertake the PETS training.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

There is no indirect costs associated with this contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	05/19/2016 08:19:00 AM
Division Approval	shendren	05/20/2016 11:23:18 AM
Department Approval	jmcentee	06/03/2016 15:20:20 PM
Contract Manager Approval	kwynands	06/03/2016 15:27:45 PM
Budget Analyst Approval	tgreenam	06/14/2016 12:55:35 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17868**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>BOARD OF REGENTS-WNC</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>BOARD OF REGENTS-WNC</b>
Appropriation Unit:	<b>4770-11</b>	Address:	<b>WNC CONTROLLERS OFFICE 2201 W COLLEGE PKWY</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89703-7316</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/445-4229</b>
		Vendor No.:	<b>D35000822</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-GR-WNC-(Apprenticeship)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing funding for the Apprenticeship Programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,778.00**

Other basis for payment: The State will process payment when request for funds from Board of Regents-Western Nevada College is received and approved by the department, normally once a month, with the total Contract amount not to exceed \$19,778. These funds represent Program Year 2016 Workforce Investment Opportunity Act Administration funds administered by the Nevada Department of Employment, Training and Rehabilitation's Employment Security Division.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Opportunity Act (WIOA) of 2014.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**he division does not employ staffs who are qualified to operate an apprenticeship program.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Regents-Western Nevada College has been contracted with the department since November of 2011 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/26/2016 10:46:27 AM
Division Approval	rolso1	06/01/2016 11:57:15 AM
Department Approval	jmcentee	06/02/2016 12:31:09 PM
Contract Manager Approval	kwynands	06/10/2016 14:01:02 PM
Budget Analyst Approval	tgreenam	06/14/2016 12:54:21 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17686**

Agency Name:	<b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name:	<b>CAPTIONS UNLIMITED OF NEVADA</b>
Agency Code:	<b>908</b>	Contractor Name:	<b>CAPTIONS UNLIMITED OF NEVADA</b>
Appropriation Unit:	<b>All Appropriations</b>	Address:	<b>INC PO BOX 20905</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89515-0905</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Denise Hinxman 775/746-3534
		Vendor No.:	T81082135
		NV Business ID:	NV19971149411

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % All DETR Budget Accounts</b>

Agency Reference #: 2062-18-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Real Time Captioning**

5. Purpose of contract:

**This is an new Contract that continues ongoing real time captioning which includes rough draft transcripts for clients, employees, board members, council members and consumers who are deaf or hearing impaired; for meetings, conferences and trainings as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$110/hr. for remote service, (one-hr. minimum); and \$110/hr. for onsite service, (two-hr. minimum) Monday through Friday 8:00 a.m. to 5:00 p.m.; with an additional \$25/hr. if after 5:00 p.m. or before 8:00 a.m.; weekends at \$150/hr. , (two-hr. minimum); rough draft is included in the hourly captioning cost; edited transcripts are billed on a case-by-case basis; travel and per diem at GSA rates, (if more than 30 miles from providers dispatched office); a 24 hr. advanced cancellation policy requires hourly charges to be invoiced if scheduled service is cancelled within the 24 hr. cancellation policy period, with the total Contract not to exceed \$20,000.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To meets the requirements of the Americans with Disabilities Acts.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff does not possess the necessary skiills.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Captions Unlimited  
Sunshine Reporting & Litigation  
Turner Reporting and Captioning Service, Inc  
TriFox

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only Vendor to respond.

d. Last bid date: 03/07/2016

Anticipated re-bid date: 03/07/2018

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Captions Unlimited has been providing service to the Department of Employment, Training, and Rehabilitation since July 2008 and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	05/03/2016 08:46:37 AM
Division Approval	jmcentee	05/20/2016 13:40:39 PM
Department Approval	jmcentee	05/20/2016 13:40:41 PM
Contract Manager Approval	kwynands	05/24/2016 10:49:14 AM
Budget Analyst Approval	tgreenam	06/03/2016 10:12:18 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15869** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Paula Lynn Berkley**

Agency Code: **BDC** Contractor Name: **Paula Lynn Berkley**

Appropriation Unit: **B031 - All Categories** Address: **Paula Berkley and Associates**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89509**

If "No" please explain: Not Applicable Contact/Phone: **Paula Berkley 775-323-7430**

Vendor No.:

NV Business ID: **NV20101464479**

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2014**

Anticipated BOE meeting date 04/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2016**

Termination Date:

Contract term: **3 years and 171 days**4. Type of contract: **Contract**Contract description: **Legislative Services**

## 5. Purpose of contract:

**This is the first amendment to the contract to provide legislative services to assist in preparing for and representing the State Board of Occupational Therapy interests during the 2015 Legislative Session. This amendment extends the termination date from June 30, 2016 to December 31, 2017 and increases the maximum amount from \$35,000.00 to \$48,200.00 due to the continued need for these services to assist in preparing for and representing the Board's interests during the 2017 legislative session and to conduct follow up activities.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$35,000.00	\$35,000.00	\$35,000.00	Yes - Info
2. Amount of current amendment (#1):	\$13,200.00	\$13,200.00	\$48,200.00	Yes - Info
3. New maximum contract amount:	\$48,200.00			
and/or the termination date of the original contract has changed to:	12/31/2017			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



NRS 640A.100 provides the Board's authority for staffing and to establish the duties and payments.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 640A.100 - The Board must obtain its own services, there are no employees of the Board who can perform the services requested.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Paula Berkley  
Neena Laxalt  
Capitol Partners

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This proposer was the only responsive vendor; the Board has previously contracted with this proposer and services were excellent; meeting the needs of the Board.

d. Last bid date: 09/13/2013 Anticipated re-bid date: 09/15/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Examiners for Audiology and Speech Pathology; quality of services verified as satisfactory  
Board of Physical Therapy Examiners; quality of services verified as satisfactory  
Board of Occupational Therapy; quality of services verified as satisfactory  
Nevada Chiropractic Physicians Board; quality of services verified as satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lp310000	04/13/2016 15:50:38 PM
Division Approval	lp310000	04/13/2016 15:50:49 PM
Department Approval	lp310000	04/13/2016 15:50:54 PM
Contract Manager Approval	lp310000	04/13/2016 15:54:26 PM





**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE**

**Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 13, 2016

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Heather Field, Budget Analyst  
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners' meeting.

**GOVERNOR'S FINANCE OFFICE - BUDGET DIVISION**

Agenda Item Write-up:

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of June 13, 2016.

Additional Information:

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Fund and IFC Restricted Contingency Fund supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account.

TORT Claim Fund	\$ 4,514,704.66
Statutory Contingency Account	\$ 2,047,012.88
Stale Claims Account	\$ 2,176,135.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,743,818.23
IFC Unrestricted Contingency Fund General Fund	\$12,236,401.42

IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ -
IFC Restricted Contingency Highway Fund	\$ 1,601,832.00

Statutory Authority:

NRS 331.187, 353.264, 353.263, 353.2735, 353.266, 353.268

**REVIEWED:** \_\_\_\_\_

**INFO ITEM:** \_\_\_\_\_

**BA 1348 TORT Claim Fund  
NRS 331.187  
FY 2016 (as of June 13,2016)**

Beginning Cash	4,614,997.00	
Insurance Premiums - A	278,961.85	
Insurance Premiums	3,907,788.87	
Loan	5,000.00	
<b>Total Revenue</b>		<b>\$ 8,806,747.72</b>

Paid Claims:

Attorney General's Office	(785,055.66)	
Carson City	(3,582,403.22)	
Las Vegas	(120,310.34)	
Reno	(9,273.84)	
	<b>Payments</b>	<b>\$ (4,497,043.06)</b>
	<b>Account Balance</b>	<b>\$ 4,309,704.66</b>

Claims Submitted for Payment:

Submitted for Payment	\$ -
<b>Account Balance</b>	<b>\$ 4,309,704.66</b>

Pending Claims:

Attorney General's Office	205,000.00	
	<b>Total Pending Claims</b>	<b>\$ 205,000.00</b>
	<b>Account Balance</b>	<b>\$ 4,514,704.66</b>

**BA 4892 Statutory Contingency Account**  
**NRS 353.264**  
**FY 2016 (as of June 13,2016)**

GF Appropriation	2,500,000.00	
Beginning Cash	118,929.00	
Transfer From Treasurer	2,040.00	
<b>Total Revenue</b>		<b>\$ 2,620,969.00</b>

**Paid Claims:**

Outside Legal Counsel - Dickinson Wright for Treasury Solution	(1,560.00)
Outside Legal Counsel - Dickinson Wright Treasury Solutions Holding	(480.00)
Outside Legal Counsel - Bancroft for ESA	(295,000.00)
Post Conviction Stale Claim	(190,247.04)
Interstate Compact for Juveniles	(5,063.62)
Term Leave Payout (BA 1000)	(12,000.00)
Outside Legal Counsel - Morgan Lewis	(35,129.56)
Janell Anderson St vs Hooper	(1,840.00)
Mark J Chambers St vs Ellingson	(4,600.00)
White Pine County (Juror Payment)	(1,054.90)

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Payments	\$ (546,975.12)
<b>Account Balance</b>	<b>\$ 2,073,993.88</b>

**Claims Submitted for Payment:**

Post Conviction Stale Claims	(26,981.00)
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Submitted for Payment	\$ (26,981.00)
<b>Account Balance</b>	<b>\$ 2,047,012.88</b>

**Pending Claims:**

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Total Pending Claims	\$ -
<b>Account Balance</b>	<b>\$ 2,047,012.88</b>

**BA 4888 State Claims Account**  
**NRS 353.264**  
**FY 2016 (as of June 13, 2016)**

GF Appropriation	2,000,000.00	
Beginning Cash	1,944,443.00	
<b>Total Revenue</b>		<b>\$ 3,944,443.00</b>

Paid Claims:

Governors Office	(579.67)	
Office of Attorney General	(76,148.11)	
Judicial Discipline Commission	(885.00)	
Secretary of State	(2,004.99)	
Department of Conservation and Natural Resources	(1,072.29)	
Department of Corrections	(1,373,080.68)	
Department of Employment, Training and Rehabilitation	(4,216.58)	
Department of Education	(58,908.95)	
Department of Health and Human Services	(194,501.77)	
Department of Military	(9,260.73)	
Department of Public Safety	(32,996.37)	
Department of Taxation	(14,265.00)	
Department of Tourism and Cultural Affairs	(109.33)	
Department of Veterans Services	(278.10)	
<b>Payments</b>		\$ (1,768,307.57)
<b>Account Balance</b>		<b>\$ 2,176,135.43</b>

Claims Submitted for Payment:

	-	
Submitted for Payment	\$	-
<b>Account Balance</b>		<b>\$ 2,176,135.43</b>

Pending Claims :

	-	
Total Pending Claims	\$	-
<b>Estimated Account Balance - Including all Claims</b>		<b>\$ 2,176,135.43</b>

**BA 4889 Emergency Fund  
NRS 353.263  
FY 2016 (as of June 13,2016)**

GF Appropriation	100,000.00	
Beginning Cash	179,841.00	
<b>Total Revenue</b>		<b>\$ 279,841.00</b>

<u>Paid Claims:</u>		
Total paid	-	
	<hr/>	
Payments	\$ -	
<b>Account Balance</b>		<b>\$ 279,841.00</b>

<u>Claims Submitted for Payment:</u>		
	-	
	<hr/>	
Total Submitted Payments	\$ -	
<b>Account Balance</b>		<b>\$ 279,841.00</b>

<u>Pending Claims</u>		
	-	
	<hr/>	
Total Pending Claims	\$ -	
<b>Estimated Account Balance - Including all Claims</b>		<b>\$ 279,841.00</b>



**BA 1335 Disaster Relief Account  
NRS 353.2735  
FY 2016 (as of June 13,2016)**

Beginning Cash	6,720,754.00	
Treasurer's Interest	23,064.23	
<b>Total Revenue</b>		<b>\$ 6,743,818.23</b>

	<u>Paid Claims:</u>	
Total paid	-	
		-
	Payments	\$ -
	<b>Account Balance</b>	<b>\$ 6,743,818.23</b>

	<u>Claims Submitted for Payment:</u>	
	-	
		-
	Submitted for Payment	\$ -
	<b>Account Balance</b>	<b>\$ 6,743,818.23</b>

	<u>Pending Claims :</u>	
City of Carlin - Noticed 11/6/15 from DEM - no cost yet		
	-	
		-
	Total Pending Claims	\$ -
	<b>Estimated Account Balance - Including all Claims</b>	<b>\$ 6,743,818.23</b>

**IFC Contingency Fund Unrestricted**  
**NRS 353.268**  
**FY 2016 (as of June 30, 2016 Meeting agenda)**

***Unrestricted General Fund***

Beginning Cash	5,251,941.28	
Appropriation	9,000,000.00	
<b>Total Revenue</b>		<b>\$ 14,251,941.28</b>

Paid Claims:

Transfer to Treasurer's Office	(116,213.00)
Transfer to Treasurer's Office	(128,555.00)
Transfer to Conservation and Natural Resources - Water Resources	(200,000.00)
Transfer to Department of Public Safety -NHP -Dignitary Protection	(49,440.00)
Meeting Costs	(44,369.86)
Reorganize Clark County School District 4/14/16	(150,000.00)
Department of Motor Vehicles - Voter Registration	(38,317.00)

Payments	\$ (726,894.86)
<b>Account Balance</b>	<b>\$ 13,525,046.42</b>

Pending Claims June 30, 2016 Meeting:

NDOC - Medical	(708,645.00)
NDOC - FMCC	(580,000.00)
<b>Total Pending</b>	\$ (1,288,645.00)
<b>Account Balance</b>	<b>\$ 12,236,401.42</b>

***Unrestricted Highway Fund***

Beginning Cash	1,676,832.35	
<b>Total Revenue</b>		<b>\$ 1,676,832.35</b>

Paid Claims:

Payments	\$ -
<b>Account Balance</b>	<b>\$ 1,676,832.35</b>

**IFC Contingency Fund Restricted**  
**NRS 353.268**  
**FY 2016 (as of June 30, 2016 Meeting agenda)**

***Restricted General Fund***

Beginning Cash:

Senior Citizen's Property Tax Assistance Rebate Program	5,000,000.00	
University of Nevada Medical School, Las Vegas Start Up Costs	5,897,569.00	
University of Nevada School of Medicine Expansion of Medical Education	1,848,656.00	
<b>Total Revenue</b>		<b>\$ 12,746,225.00</b>

Paid Claims:

NHSE - University of Nevada, Las Vegas School of Medicine - 10/21/15	(5,897,569.00)	
NHSE - University of Nevada School of Medicine - 12/21/15	(1,848,656.00)	
Department of Health and Human Services - Aging and Disability Service Div.	(104,890.00)	
<b>Payments</b>		<b>\$ (7,851,115.00)</b>
<b>Account Balance</b>		<b>\$ 4,895,110.00</b>

Pending Claims June 30, 2016 Meeting:

Department of Health and Human Services - Aging and Disability Service Div.	(4,895,110.00)	
<b>Total Pending</b>		<b>\$ (4,895,110.00)</b>
<b>Account Balance</b>		<b>\$ -</b>

***Restricted Highway Fund***

Beginning Cash:

DMV System Modernization Project	11,238,790.00	
<b>Total Revenue</b>		<b>\$ 11,238,790.00</b>

Paid Claims:

Department of Motor Vehicles - System Modernization	(1,042,941.00)	
<b>Payments</b>		<b>\$ (1,042,941.00)</b>
<b>Account Balance</b>		<b>\$ 10,195,849.00</b>

Pending Claims June 30, 2016 Meeting:

Department of Motor Vehicles - System Modernization	(8,594,017.00)	
<b>Total Pending</b>		<b>\$ (8,594,017.00)</b>
<b>Account Balance</b>		<b>\$ 1,601,832.00</b>