

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Old Assembly Chambers of the Capitol Building
101 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: October 11, 2016 at 10:00 a.m.

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.

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 13, 2016 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT AGREEMENT WITH THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**
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. Office of the Attorney General

The Office of the Attorney General requests the Board of Examiners approve a settlement agreement and release between the Insurance Company of the State of Pennsylvania (ICSOP) and the State of Nevada for acceptance and approval of the agreement where ICSOP will pay \$300,000 to the State of Nevada for recovery of litigation costs associated with the lawsuit with the City of San Francisco.

***4. FOR POSSIBLE ACTION – 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 Conservation and Natural Resources – Forestry	20	\$1,153,753
Department of Public Safety – Fire Marshal’s Office	1	\$29,870
Total	21	\$1,183,623

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

A. Department of Health and Human Services – Aging and Disability Services

Pursuant to NRS 333.705, subsection 1, the division requests to contract with a current employee, Monica Del Rocio Olmost, to assist families in accessing evidence-based behavioral therapy for children with Autism Spectrum Disorder effective October 12, 2016 to June 30, 2017.

B. Department of Health and Human Services – Aging and Disability Services

Pursuant to NRS 333.705, subsection 1, the division requests to contract with a former employee, Kimberly Henkle, to assist families in accessing evidence-based behavioral therapy for children with Autism Spectrum Disorder effective October 12, 2016 to June 30, 2017.

C. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, subsection 1, the Department of Employment, Training and Rehabilitation requests authority to contract with a former employee, Joe Ward, to assist in managing the current work load generated by the Unemployment Insurance Legal section effective October 11, 2016 to October 11, 2017.

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with a former employee, William Johnivan, who is employed by Diversified Consulting Services (DCS). DCS is proposing to use Mr. Johnivan as an Inspector Level 4.

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

A. Department of Conservation and Natural Resources – State Parks

Pursuant to NRS 333.705, subsection 4, the Department of Conservation and Natural Resources, State Parks Division, seeks a favorable recommendation regarding the Agency’s determination to use the emergency provision to contract with Ms. Kirsten Strange, a former Deputy Administrator for State Parks, to assist with closing FY16 budgets and building the FY 18-19 biennial budgets from July 13, 2016 to mid-September 2016.

B. Department of Health and Human Services – Public and Behavioral Health – Public Health Preparedness

Pursuant to NRS 333.705, subsection 4, the Department of Health and Human Services seeks a favorable recommendation regarding the Agency’s determination to use the emergency provision to contract with Debra Scott, a former Executive Director of the Nursing Board, to implement statutes, regulations and polices to ensure timely and secure licensure from July 1, 2016 to March 31, 2017.

C. Department of Transportaion

Pursuant to NRS 333.705, subsection 4, the Department of Transportation seeks a favorable recommendation regarding the Agency’s determination to use the emergency provision to contract with, Ms. Halana Salazar, a former employee, to provide critical right-of-way engineering services in support of the USA Parkway Program Management project from September 12, 2016 through February 10, 2017. Ms. Salazar is employed with Jacobs Engineering Group, Inc.

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

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

***9. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

10. 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 August 24, 2016 through September 19, 2016.

11. 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, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of September 13, 2016.

TORT Claim Fund	\$ 5,711,601.83
Statutory Contingency Account	\$ 1,047,899.65
Stale Claims Account	\$ 1,983,723.00
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,726,139.00
IFC Unrestricted Contingency Fund General Fund	\$12,227,461.96
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ 0.00
IFC Restricted Contingency Highway Fund	\$ 1,601,832.00

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*13. 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

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, 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.	NEVADA STATE CONTRACTORS BOARD	TECH PARK 5, LLC & AMERICAN NEVADA COMPANY, LLC	\$1,288,473
	Lease Description: This is an extension of an existing lease to house the board. Term of Lease: 12/01/2016 – 11/30/2021 Located in Henderson		
2.	NEVADA STATE BOARD OF MASSAGE THERAPISTS	RENO NOTEHOLDERS, LLC	\$149,466
	Lease Description: This is an extension of an existing lease to house the board. Term of Lease: 11/01/2016 – 10/31/2021 Located in Reno		
3.	DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA ATTORNEY FOR INJURED WORKERS	SAHARA RANCHO OFFICE CENTER, LLC	\$818,726
	Lease Description: This is an extension of an existing lease to house the division. Term of Lease: 12/01/2016 – 11/30/2021 Located in Las Vegas		
4.	DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA TRANSPORTATION AUTHORITY	RENO NOTEHOLDERS, LLC	\$139,630
	Lease Description: This is an extension of an existing lease to house the division. Term of Lease: 11/01/2016 – 10/31/2021 Located in Reno		
5.	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – WATER RESOURCES	MSCI 2007 IQ13 SHADOW LANE, LLC	\$252,394
	Lease Description: This is an extension of an existing lease to house the division. Term of Lease: 11/01/2016 – 10/31/2020 Located in Las Vegas		
6.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	JS PARK SAHARA, LLC	\$90,147
	Lease Description: This is an extension of an existing lease to house the division. Term of Lease: 07/01/2016 – 06/30/2021 Located in Las Vegas		
7.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	SILVER SPRINGS STAGECOACH HOSPITAL DISTRICT	\$217,614
	Lease Description: This is an extension of an existing lease to house the division. Term of Lease: 11/01/2016 – 10/31/2020 Located in Silver Springs		
8.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	VENTURACCI PROPERTIES, LP	\$275,400
	Lease Description: This is a relocation lease to house the division. Term of Lease: 11/01/2016 – 10/31/2020 Located in Fallon		
9.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES – YOUTH PAROLE BUREAU	FREDRICK J. FRICKE, JR.	\$1,510,890
	Lease Description: This is a relocation lease to house the division. Term of Lease: Est. 01/01/2017 – 06/30/2028 Located in Reno		

BOE #	LESSEE	LESSOR	AMOUNT
10.	DEPARTMENT OF MOTOR VEHICLES	BPL, LIMITED PARTNERSHIP	\$3,642,089
	Lease Description:	This is an extension of an existing lease for tenant improvements.	
	Term of Lease:	11/01/2016 – 10/31/2026	Located in Elko
11.	DEPARTMENT OF MOTOR VEHICLES	PDMV 1, LLC	\$588,612
	Lease Description:	This is an extension of an existing lease to house the division.	
	Term of Lease:	11/01/2016 – 10/31/2022	Located in Pahrump
12.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	MODULAR SPACE CORPORATION	\$22,236
	Lease Description:	This is an extension of an existing lease to house the division.	
	Term of Lease:	11/01/2016 – 10/31/2019	Located in Fernley
13.	DEPARTMENT OF PUBLIC SAFETY – PAROLE AND PROBATION	VENTURACCI PROPERTIES, LP	\$621,399
	Lease Description:	This is an extension of an existing lease for tenant improvements and add additional space for the division.	
	Term of Lease:	01/01/2017 – 12/31/2026	Located in Fallon
14.	DEPARTMENT OF PUBLIC SAFETY	BPL, LIMITED PARTNERSHIP	\$5,873,657
	Lease Description:	This is an extension of an existing lease and additional space for the division.	
	Term of Lease:	11/01/2016 – 10/31/2026	Located in Elko
15.	DEPARTMENT OF PUBLIC SAFETY – INVESTIGATIONS	UCCELLI PROPERTIES, LP	\$110,075
	Lease Description:	This is an extension of an existing lease to house the division.	
	Term of Lease:	12/01/2016 – 11/30/2021	Located in Fallon
16.	DEPARTMENT OF TAXATION	1994 JOHNSTON FAMILY TRUST	\$5,143,539
	Lease Description:	This is an extension of an existing lease and additional space for the division.	
	Term of Lease:	10/01/2016 – 11/30/2023	Located in Carson City
17.	DEPARTMENT OF TRANSPORTATION	1320-1350 FREEPORT, LLC	\$86,523
	Lease Description:	This is an extension of an existing lease to house 910 crew.	
	Term of Lease:	11/01/2016 – 10/31/2019	Located in Sparks

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE OF ENERGY - RENEWABLE ENERGY FUND	DEPARTMENT OF BUSINESS & INDUSTRY - HOUSING DIVISION	OTHER: RENEWABLE ENERGY FUNDS	\$150,000	
	Contract Description:	This is the second amendment to the contract to provide ongoing opportunities for energy efficiency upgrades for senior citizens. This amendment increases the maximum amount from \$1,800,000 to \$1,950,000, due to the final installment for fiscal year 2017 going from \$600,000 to \$750,000. This amendment also revises the Scope of Work to clarify payment of allowable costs and to allow the Office of Energy to perform annual audits of the Housing Division's records.				
		Term of Contract:	09/01/2014 - 06/30/2017	Contract # 15939		
2.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	UTILITECH, INC.	OTHER: REGULATORY ASSESSMENTS	\$165,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing assistance as an expert witness in the field of economics in analyzing revenue requirements in general rate applications of electric, natural gas and water utilities before the Nevada Public Utilities Commission and perform other tasks as required by the Bureau of Consumer Protection.				
		Term of Contract:	Upon Approval - 12/31/2018	Contract # 18090		
3.	030	ATTORNEY GENERAL'S OFFICE - VIOLENCE AGAINST WOMEN GRANTS	APPRISS, INC.	FEDERAL	\$243,000	
	Contract Description:	This is a new contract to provide technical and program improvements to the Nevada Victim Information and Notification Everyday system, a proprietary product. This contract covers a one-time fee to implement this update in all Nevada jurisdictions. This item is contingent upon Interim Finance Committee's approval of an action item.				
		Term of Contract:	11/01/2016 - 10/31/2017	Contract # 18054		
4.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION TRUST - NON-EXEC	CHICAGO EQUITY PARTNERS, LLC	OTHER: INVESTMENT EARNINGS	\$436,000	
	Contract Description:	This is a new contract to provide fixed income investment management for the Higher Education Tuition Trust Fund to meet anticipated future tuition liabilities for the Prepaid Tuition contracts.				
		Term of Contract:	11/01/2016 - 10/31/2020	Contract # 18095		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	DEL SOL LANDSCAPE CONSTRUCTION, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL FEES	\$117,604	
	Contract Description:	This is a new contract to provide ongoing landscape services at three locations in Las Vegas: Grant Sawyer, DMV Flamingo, and DMV Sahara.				
		Term of Contract:	10/11/2016 - 08/31/2020	Contract # 18052		
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS All Budget Accounts	MELROY ENGINEERING, INC., DBA MSA ENGINEERING CONSULTANTS	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE.	\$50,000	Professional Service
	Contract Description:	This is a new contract to provide professional mechanical/electrical plan checking services as required. SPWD Contract No. 110532.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 18104		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	TURNING POINT, INC.	FEDERAL	\$819,566	
	Contract Description:	This is a new contract to provide technical assistance and guide the development of an implementation plan, for the Birth through Third grade or B-3 model, conduct a pilot study of the model in high-needs areas across the State, and develop and implement a professional learning series. This item is contingent upon approval of a work program.				
		Term of Contract:	10/11/2016 - 06/30/2019	Contract # 18067		
8.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - STATE RAILROAD MUSEUMS	MOUNTAIN STATES CONTRACTING, INC.	OTHER: RIDE CHARGE FEES 10% FEDERAL 90%	\$112,000	
	Contract Description:	This is a new contract to provide replacement services of the Yucca St. railroad crossing in Boulder City. This item is contingent upon Interim Finance Committee's approval of an action item.				
		Term of Contract:	10/11/2016 - 10/31/2017	Contract # 18033		
9.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	\$1,473,671	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides outpatient and inpatient mental health services including targeted case management to Medicaid recipients under Title XIX and Title XXI, in accordance with Medicaid Services Manual chapters 400 and 2500 and to reimburse for administrative services. This amendment extends the termination date from September 30, 2017 to September 30, 2019 and increases the maximum amount from \$804,596 to \$2,278,267 due to the continued need for these services.				
		Term of Contract:	10/01/2013 - 09/30/2019	Contract # 15841		
10.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - FIELD SERVICES	FAAD JANITORIAL	GENERAL 30% FEDERAL 70%	\$32,345	
	Contract Description:	This is the first amendment to the original contract which continues ongoing janitorial services at the Fallon District Office. This amendment extends the termination date from October 31, 2016 to October 31, 2018, revises Attachment B - Scope of Work and increases the maximum amount from \$32,344.56 to \$64,689.12 due to the continued need for these services.				
		Term of Contract:	11/01/2014 - 10/31/2018	Contract # 16119		
11.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	BOARD OF REGENTS - UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	GENERAL 37% FEDERAL 63%	\$106,800	
	Contract Description:	This is a new interlocal agreement to provide on-call psychiatric services and supervision of the Psychiatric Fellowship Program.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 18035		
12.	431	OFFICE OF THE MILITARY	A.M. SMITH ELECTRIC, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18114		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	431	OFFICE OF THE MILITARY	ELEVATOR SERVICE, INC., DBA KOCH ELEVATOR COMPANY	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing elevator maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18116		
14.	431	OFFICE OF THE MILITARY	HETRICK ELECTRIC, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18111		
15.	431	OFFICE OF THE MILITARY	MASTER SERVICE PLUMBING	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18110		
16.	431	OFFICE OF THE MILITARY	NDI PLUMBING, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18108		
17.	431	OFFICE OF THE MILITARY	NELSON ELECTRIC COMPANY, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18112		
18.	431	OFFICE OF THE MILITARY	POWER AND CONTROL SOLUTIONS, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18115		
19.	431	OFFICE OF THE MILITARY	ROSEVILLE TERMITE & PEST CONTROL, INC., DBA ADVANCED INTEGRATED PEST MANAGMENT	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing pest abatement services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18117		
20.	431	OFFICE OF THE MILITARY	RILEY PLUMBING AND HEATING	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18107		
21.	431	OFFICE OF THE MILITARY	SAVAGE AND SON, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18109		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	431	OFFICE OF THE MILITARY	THE KAIGAN CORPORATION, DBA PESTMASTER SERVICES	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing pest abatement services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18119		
23.	431	OFFICE OF THE MILITARY	UNITED ELECTRICAL SERVICES, INC.	GENERAL 50% FEDERAL 50%	\$99,960	
	Contract Description:	This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.				
		Term of Contract:	Upon Approval - 10/11/2020	Contract # 18113		
24.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	KVH INDUSTRIES, INC.	GENERAL 20% FEDERAL 80%	\$110,000	Sole Source
	Contract Description:	This is a new contract which provides ongoing, on-demand satellite communication service, telephone & fax service and broadcast television reception for three emergency communication vehicles.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 17575		
25.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	QUICKSILVER AIR, INC.	OTHER: HERITAGE, WILDLIFE TRUST FUND 50% FEDERAL 50%	\$300,000	
	Contract Description:	This is a new contract which provides aerial wildlife capture and transport services for disease surveillance, deployment of tracking devices, translocation of big game and to support research projects statewide.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 18121		
26.	800	DEPARTMENT OF TRANSPORTATION	NEVADA HIGHWAY PATROL	HIGHWAY	\$150,000	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement to continue to provide access to Department of Public Safety officers to perform uniformed officer traffic control as needed. This amendment increases the maximum amount from \$150,000 to \$300,000 due to the continued need for these services.				
		Term of Contract:	01/13/2015 - 09/30/2018	Contract # 16257		
27.	B007	BOARD OF DENTAL EXAMINERS	MORRIS, POLICH & PURDY	OTHER: LICENSING FEES	\$500,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides legal counsel to the Board. The purpose of this amendment is to increase the contract amount from \$700,000 to \$1,200,000.				
		Term of Contract:	10/08/2013 - 06/30/2017	Contract # 14909		
28.	B011	CONTRACTOR'S BOARD	THE FERRARO GROUP	FEE: AGENCY FEES	\$288,000	
	Contract Description:	This is the second amendment to the original contract which continues ongoing legal services and representation during all meetings, hearings, community involvement campaigns and social media outreach. This amendment extends the termination date from September 30, 2016 to September 30, 2018 and increases the maximum amount from \$229,000 to \$517,000 due to the continued need for these services.				
		Term of Contract:	05/01/2014 - 09/30/2018	Contract # 15377		

MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	ASSURED DOCUMENT DESTRUCTION	OTHER: VARIOUS	\$400,000	
	Contract Description:	This is a new contract that continues ongoing document destruction services statewide.				
		Term of Contract:	11/01/2016 - 10/31/2020	Contract # 18085		

INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	060	CONTROLLER'S OFFICE	SUMMIT PARTNERS, LLC	GENERAL	\$22,773	
	Contract Description:	This is a new contract to provide consulting, installation and configuration services for the primary Data Center in Carson City and the Disaster Recovery services in Las Vegas. The HPE SAN will provide data storage support for the Controller's Reporting Solution which is being developed to replace the now un-supported Oracle Discoverer application.				
		Term of Contract:	09/16/2016 - 06/30/2017	Contract # 18084		
2.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	BELFOR PROPERTY RESTORATION	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$20,000	
	Contract Description:	This is a new contract which provides ongoing emergency restoration/reconstruction services for disaster recovery and post damage cleanup for state owned buildings in Nevada.				
		Term of Contract:	09/01/2016 - 09/01/2020	Contract # 18073		
3.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	PK ELECTRICAL, INC.	BONDS	\$4,180	Professional Service
	Contract Description:	This is the first amendment to the original contract, which provides an emergency power service upgrade at the Northern Nevada Adult Mental Health Service Campus; CIP Project No. 15-M17; SPWD Contract No. 109733. This amendment increases the maximum amount from \$68,000 to \$72,180 for the addition of a man door and stoop to meet building code requirements.				
		Term of Contract:	11/10/2015 - 06/30/2019	Contract # 17150		
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	FRAME ARCHITECTURE, INC.	BONDS 79% OTHER: TRANSFER FROM CAPITAL PROJECTS FUND 21%	\$12,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the gutter repairs at the Nevada State Library: CIP Project No. 15-S01-10; SPWD Contract No. 110579.				
		Term of Contract:	09/06/2016 - 06/30/2019	Contract # 18098		
5.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	NOR CAL BATTERY CO.	FEE: USER FEES	\$42,539	
	Contract Description:	This is the second amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment adds one additional battery replacement site and increases the maximum amount from \$995,029 to \$1,037,568 due to the continued need for these services.				
		Term of Contract:	12/08/2015 - 06/30/2020	Contract # 17190		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	LEGACY HEALTH & WELLNESS, LLC	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$15,000	
	Contract Description:	This is the first amendment to the original contract to provide ongoing behavioral intervention services to residents. Legacy Health Services provides mental and behavioral health services covered under Medicaid to residents needing this service. This amendment extends the termination date from March 31, 2017 to March 31, 2019, increases the maximum amount from \$10,000 to \$25,000 due to the continued need for these services and updates the insurance schedule.				
		Term of Contract:	04/16/2015 - 03/31/2019	Contract # 16573		
7.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	BOARD OF REGENTS-UNR	FEDERAL	\$49,000	
	Contract Description:	This is a new interlocal agreement to support the work of the Nevada Technical Assistance Center on Social Emotional Interventions program which supports parents and teachers working with young children with mental health concerns through use of the Pyramid Model.				
		Term of Contract:	10/11/2016 - 01/31/2017	Contract # 17585		
8.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	ROSEMAN MEDICAL RESEARCH INSTITUTE	GENERAL 50.2% FEDERAL 49.8%	\$10,794	Sole Source, FORMER EMPLOYEE
	Contract Description:	This is the first amendment to the original contract which continues Medical Director Services at Desert Regional Center. This amendment handles the Assignment of Contract to Roseman Medical Research Institute (Assignee) from TJ Hunt Med Services, PLLC. (Assignor). This amendment increases the maximum amount from \$96,060 to \$106,854 due to increased rates.				
		Term of Contract:	10/13/2015 - 09/30/2017	Contract # 17016		
9.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH PREVENTION AND TREATMENT	EIDE BAILLY, LLP	FEDERAL	\$12,000	Professional Service
	Contract Description:	This is a new contract to provide a training course to enhance employee knowledge and understanding of sub-recipient monitoring. The vendor will provide two separate sub-recipient monitoring trainings at the Carson City office.				
		Term of Contract:	08/24/2016 - 12/31/2016	Contract # 18050		
10.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - PUBLIC HEALTH PREPAREDNESS PROGRAM	UNIVERSITY OF PITTSBURGH	FEDERAL	\$23,740	
	Contract Description:	This is a new interlocal agreement that continues ongoing monitoring to access and analyze real-time data on over-the-counter drug sales for public health surveillance.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 18071		
11.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - MATERNAL CHILD HEALTH SERVICES	UNIVERSITY OF UTAH, DEPARTMENT OF PEDIATRICS	FEDERAL	\$40,000	
	Contract Description:	This is a new interlocal agreement to provide information, resources and local referrals to families, service providers or care coordinators serving Children and Youth with Special Healthcare Needs. It supports parents and clinicians in partnering to improve care and outcomes for children and youth. The Portal, based in Utah, currently allows users to choose to see information about local services in any of UUDPs partner states; Utah, Idaho, New Mexico, and Montana.				
		Term of Contract:	05/23/2016 - 05/23/2017	Contract # 18094		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNITY HEALTH SERVICES	ZIRMED, INC.	GENERAL	\$40,000	
	Contract Description:	This is the third amendment to the original contract which provides claims processing services in conjunction with online claims management processing systems. This amendment extends the termination date from September 10, 2016 to March 10, 2017 and increases the maximum amount from \$169,970 to \$209,970 due to the continued need for these services.				
		Term of Contract:	09/11/2012 - 03/10/2017	Contract # 13703		
13.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	JUDY MAYFIELD	GENERAL 75% FEDERAL 25%	\$26,300	
	Contract Description:	This is a new contract that provides for the facilitation of focus groups in order to meet the federally required Continuous Quality Improvement Systems and Child and Family Services Review. The purpose of the focus groups is to obtain information from stakeholders that helps to better understand areas of strength, as well as areas in need of improvement in our public child welfare program. Identifying areas in need of improvement helps to appropriately focus attention on improving functioning to better meet our goals of safety, permanence and well-being for the children served by Nevada's Public Child Welfare programs.				
		Term of Contract:	03/01/2017 - 06/30/2018	Contract # 17878		
14.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	JCN COURIER SERVICES	GENERAL	\$17,680	
	Contract Description:	This is a new contract to provide courier delivery services of pharmaceuticals between the Summit View Youth Center and Southern Nevada Adult Mental Health Services Pharmacy.				
		Term of Contract:	09/20/2016 - 08/31/2020	Contract # 18056		
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	AFFORDABLE STRIPING AND SEALING, LLC	GENERAL	\$24,550	
	Contract Description:	This is a new contract to patch, seal and stripe five asphalt parking lot areas on the West Charleston Children's Mental Health Campus.				
		Term of Contract:	09/15/2016 - 06/30/2017	Contract # 18070		
16.	431	OFFICE OF THE MILITARY	ARIZONA PNEUMATIC SYSTEMS, INC., DBA NEVADA PNEUMATIC	GENERAL 50% FEDERAL 50%	\$48,000	
	Contract Description:	This is a new contract to perform air compressor service or maintenance on the Ingersoll Ram Air Compressors at locations in southern Nevada.				
		Term of Contract:	09/12/2016 - 10/11/2018	Contract # 18120		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	650	DEPARTMENT OF PUBLIC SAFETY - TRAINING	RAY HEATING PRODUCTS, INC., DBA RHP MECHANICAL SYSTEMS	GENERAL 30% HIGHWAY 70%	\$8,792	
	Contract Description:	This is the first amendment to the original contract which provides ongoing heating, ventilation and air conditioning maintenance and repairs for the Training Division facility in Carson City. This amendment extends the termination date from September 30, 2016 to September 30, 2018 and increases the maximum amount from \$8,792 to \$17,584 due to the continued need for these services.				
		Term of Contract:	10/23/2014 - 09/30/2018	Contract # 16095		
18.	658	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY PLAN AND ADMINISTRATION	GOVERNOR'S HIGHWAY SAFETY ASSOCIATION	OTHER: HIGHWAY SAFETY GRANT FUNDS	\$40,000	Sole Source
	Contract Description:	This is a new contract to provide the Office of Traffic Safety with strategic planning services in support of the agency's Highway Safety Plan development and management efforts.				
		Term of Contract:	09/02/2016 - 09/30/2017	Contract # 18059		
19.	702	DEPARTMENT OF WILDLIFE - WILDLIFE FUND	ONXMAPS, INC.	OTHER: REVENUE	\$49,999	
	Contract Description:	This is a new revenue contract to receive royalty payments from a company that will sell unique digital products containing copyrighted data owned and provided by the agency.				
		Term of Contract:	10/11/2016 - 09/30/2018	Contract # 18016		
20.	702	DEPARTMENT OF WILDLIFE - DIRECTOR'S OFFICE	M3 PLANNING	FEE: SPORTSMEN	\$49,250	
	Contract Description:	This is a new contract to provide a comprehensive, organizational strategic plan and implementation plans that apply the best practices in strategic planning to the entire agency with each division working in a coordinated effort to produce results.				
		Term of Contract:	09/13/2016 - 06/30/2017	Contract # 18100		
21.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	THE HEAD MASTER	FEE: PREDATOR FEES	\$24,999	
	Contract Description:	This is a new contract to provide lethal removal of mountain lions, collection of biological samples and a record of all hunt routes and important locations in the Spruce and East Humboldt Mountains.				
		Term of Contract:	08/30/2016 - 07/30/2019	Contract # 18040		
22.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	UNITED STATES DEPARTMENT OF AGRICULTURE APHIS WILDLIFE SERVICES	GENERAL 25% FEE: SPORTSMAN 25% FEDERAL 50%	\$40,000	
	Contract Description:	This is a new cooperative agreement to conduct wildlife damage management activities to resolve wildlife conflicts related to the damage caused by urban coyotes and other urban wildlife in Nevada and provide services in support of wildlife disease management.				
		Term of Contract:	08/30/2016 - 06/30/2020	Contract # 18046		
23.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	MARTIN-ROSS & ASSOCIATES	GENERAL	\$20,000	
	Contract Description:	This is a new contract to provide pre-employment background checks to insure applicants meet the standards to become law enforcement officers for Nevada State Parks.				
		Term of Contract:	09/12/2016 - 08/31/2020	Contract # 18074		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - WILDLAND FIRE PREVENTION PROGRAM	SPARKS FIRE DEPARTMENT	OTHER: REVENUE	\$10,000	
	Contract Description:	This is a new interlocal revenue agreement to provide ongoing services under the Wildland Fire Protection Program. The division and City of Sparks Fire Department will work closely together to maintain effective wildfire management regardless of jurisdiction and/or ownership.				
		Term of Contract:	08/09/2016 - 06/30/2017	Contract # 18057		
25.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	SIERRA NEVADA CONSTRUCTION, INC.	GENERAL	\$38,260	
	Contract Description:	This is a new contract to repair the taxiway and tarmac pavement at the air operations hangar facility in Minden.				
		Term of Contract:	09/06/2016 - 11/30/2016	Contract # 18089		

MINUTES

MEETING OF THE BOARD OF EXAMINERS

September 13, 2016

The Board of Examiners met on September 13, 2016, in the 2nd floor Chambers of 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 Cegavske
James R. Wells, Clerk

OTHERS PRESENT:

Rebecca Salazar, Program Manager, Department of Administration Victims of Crime (VOC)
Ellen Crecelius, Deputy Director Fiscal Services, Department of Health and Human Services (DHHS)
Paul Shubert, Health Program Manager, Division of Public and Behavioral Health (DPBH)
Cody Phinney, Division Administrator, Division of Public and Behavior Health
Bruce Breslow, Director, Division of Business and Industry (B&I)
Terry Reynolds, Deputy Director, Division of Business and Industry
Cory Hunt, Northern Regional Director, Governor's Office of Economic Development (GOED)
Dr. Steve Canavero, Superintendent Public Instruction, Department of Education (DOE)
Julie Kotchevar, Deputy Administrator, Aging and Disability Services Division (ADSD)
Marta Jensen, Acting Administrator, Division of Healthcare, Financing and Policy (DHFP)
Beth Handler, Bureau Chief, Division of Public and Behavioral Health (DPBH)
Steve Fisher, Administrator, Division of Welfare and Supportive Services (DWSS)
Naomi Lewis, Deputy Administration, Division of Welfare and Supportive Services (DWSS)
Donnell Barton, Food Nutrition Division Administrator, Department of Agriculture (DOA)
Catrina Peters, Nutrition Service Manager, Department of Agriculture (DOA)
Julie Butler, Division Administrator, Department of Public Safety (DPS)
Debra Schaffer-Kugel, Nevada State Board of Dental Examiners
The Law Office of William C. Horne
Jeff Haag, Division Administrator, Purchasing

1. PUBLIC COMMENTS

Governor: Good morning ladies and gentlemen, I will call the Board of Examiners to order. We will commence with agenda item number 1, public comment. Madam Secretary, can you hear us loud and clear in Las Vegas?

Secretary of State: Yes I can Governor, good morning.

Governor: Thank you, good morning. We'll proceed with public comment. Is there any member of the public here in Carson City that would like to provide public comment? Hearing and seeing none, is there any public comment from Las Vegas?

Secretary of State: There is not Governor.

Governor: Thank you Madam Secretary.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 9, 2016 BOARD OF EXAMINERS' MEETING MINUTES

Governor: We'll move to agenda item number 2 which is the approval of August 9, 2016, Board of Examiner's Meeting Minutes. Have the Members had an opportunity to review the minutes and are there any changes?

Secretary of State: I was not at the last one so I will not be voting, Governor.

Attorney General: I have Governor and move to approve.

Governor: The Attorney General has moved to approve the minutes of the meeting of the Board of Examiners from August 9, 2016. I second the motion. That motion passes 2-0, will you mark the Secretary of State as having abstained from the vote because she did not attend the meeting.

Motion By: Attorney General

Seconded By Governor

Vote: 2-0

*3. FOR POSSIBLE ACTION – APPROVAL OF A VICTIMS OF CRIME APPEAL

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

1. Appeal by Jane Heller

Governor: We'll move to agenda item number 3 which is approval of a Victims of Crime Appeal, Mr. Wells.

Clerk: Thank you, Governor. NRS 217 regulates the compensation for certain victims of criminal acts. Victims apply to the program and a determination is made as to whether or not the victim is entitled to compensation from the Program. A victim whose claims are denied can appeal to a

Hearings Officer to have their claims reconsidered. The victim or the Clerk of the Board of Examiners may appeal the decision of the Hearings Officer to an Appeals Officer. Both the Hearings Officer and the Appeals Officer process are under the jurisdiction of the Department of Administration. Upon the Appeals Officer decision, NRS 217.117, Subsection 3, allows the applicant or the Clerk of the Board of Examiners to appeal the decision made by the Appeals Officer to the Board of Examiners. The Board of Examiners can render a decision in the case or hold a hearing on the matter. Today is a hearing of an appeal by an applicant, Jane Heller. Ms. Heller was notified of the meeting and has informed us in writing that she would not be at today's hearing. Then within 15 days of today's hearing, the Board shall render its decision on the case. The Board may either affirm, modify or reverse the decision of the Appeals Officer.

Governor: Thank you, Mr. Wells. And, I have a copy of a letter, I don't know if the other Members have received this same letter from Ms. Heller. You will recall, we extended or continued this hearing from last month to give her the opportunity to appear personally. At least according to this letter dated, September 11, 2016, Ms. Heller has indicated that she won't be attending due to health reasons. We can still conduct the meeting with or without her presence. I don't know if the Members have any questions. Is there any representative from Victims of Crime or the appellate process to present today?

Secretary of State: Yes, there is a representative in Vegas.

Governor: Good morning.

Rebecca Salazar: Good morning. I'm Rebecca Salazar, Program Manager for Victims of Crime.

Governor: Good morning Ms. Salazar. Will you lay a record, please, as to the nature of the claim, the policy with regard to eligible claims and also the issue of timeliness of the application, as well as the requirement of the timeliness of the filing of a police report?

Rebecca Salazar: Sure. Ms. Heller experienced some issues with her neighbors. She stated that there were chemicals being cooked in her neighbor's apartment and the haze from the chemicals were drifting into her apartment causing her physical problems. That was the nature of her application. The police report that she filed for that incident was beyond the timely filing deadline. Our statute allows it be within five days, she filed it within a couple of weeks of the incident. That was the basis, initially, for our denial was the timely filing of the police report. When we went to the hearing, the Appeals Officer's decision references the actual crime itself which is not covered in it. The issue with the smoke drifting into her apartment is not considered an eligible violent crime under our policies and statutes. The crimes that we cover are very specific, such as sexual assault and homicide. This incident that she described just simply doesn't qualify, because of the crime type in addition to the timely filing of the police report.

Governor: Did she submit any medical bills?

Rebecca Salazar: She did not submit any medical bills to our office. She said she had some.

Governor: There is a bit of a delay, I apologize for that. Please proceed.

Rebecca Salazar: She said, she told us in the hearing that she has medical bills and that's why she's pursuing this, to get her bills paid, but we have not seen them.

Governor: All right, Board Members, any questions?

Attorney General: No Governor.

Governor: Madam Secretary?

Secretary of State: No Governor, thank you.

Governor: Considering the record that's been made today and the documents that have been provided, I will vote to affirm the decision made by the Appeals Officer to deny the claim made by Ms. Heller on the grounds that she did not make a police report in a timely manner, as well as the fact that the alleged crime does not fall within the delineated categories that are eligible for consideration.

Attorney General: I will also vote to uphold the denial for the same two reasons.

Governor: Mr. Attorney General, is that a motion?

Attorney General: You want me to make a motion?

Governor: Yes, please.

Attorney General: I move to—am I seconding your motion or am I making the motion?

Governor: I can't make a motion, so if you would make a motion.

Attorney General: So, I move to deny the claim of Ms. Heller.

Governor: The Attorney General has moved to affirm the decision by the Appeals Officer to deny the claim made by Ms. Heller to the Victims of Crime Fund, is there a second?

Secretary of State: I will second that Governor, thank you.

Governor: Secretary of State has seconded the motion. Any questions or discussion on the motion? Thank you, Ms. Salazar. The motion passed unanimously.

Motion By: Attorney General Seconded By: Governor Vote: 3-0

***4. FOR POSSIBLE ACTION – 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 Public Safety – Emergency Management	1	\$27,316
Department of Wildlife	1	\$86,391
Total	2	

Governor: We'll move to agenda item number 4 which is State Vehicle Purchase. Mr. Wells.

Clerk: Thank you, Governor. Item 4 requests two vehicles, both of which are in the agencies legislatively approved budget. The first item is a request from the Department of Public Safety, Division of Emergency Management to replace a sports utility vehicle. The second item is a request from the Department of Wildlife to purchase a replacement fish delivery truck for the Mason Valley Fish Hatchery. There are representatives available from the Departments if there are any questions.

Governor: I have no questions, Board Members?

Secretary of State: I have no questions. I'll move to approve.

Governor: Thank you Madam Secretary. The Secretary of State has moved to approve the State Vehicle Purchases presented in agenda item number 4.

Attorney General: I second.

Governor: Attorney General has seconded the motion. Any questions or discussion on the motion? The motion passed unanimously.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

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

A. Department of Health and Human Services – Public and Behavioral Health – Health Care Facilities Regulations

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with, Alan Croft and Alissa Elder, former employees to assist with mandated inspection requirements due to a critical labor shortage.

B. Department of Health and Human Services – Director's Office and Welfare and Supportive Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director's Office and Welfare and Supportive Services division requests authority to contract with Sarah Honeycutt, a recent graduate and current employee of the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

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

Clerk: Thank you, Governor. Item 5 includes two requests to contract with current and/or former employees pursuant to NRS 333.705, Subsection 1. The first request is from the Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH) to contract with two former state employees to assist with the Agency's mandated inspection requirements. The contractors will work an average of 24 hours per week and the contracts are for the period of September 19, 2016 to September 18, 2017, at a proposed rate of \$33.39 per hour.

The second request is from the DHHS to contract with a recent graduate and current employee of the University of Nevada, Reno (UNR) to conduct econometric and statistical analysis on Human Services' caseloads. The contract is for 20 hours per week and the contract period is from September 14, 2016 through September 13, 2017, at a proposed rate of \$23.49 per hour. This contract will not conflict with the employee's duties at the University.

There are representatives from the Departments available if there are any questions from the Board.

Governor: I have no questions. It's pretty straightforward. Madam Secretary, do you have any questions?

Secretary of State: Yes, I do.

Governor: Okay, please proceed.

Secretary of State: Thank you. I'm curious as to, you say that they already have a current job and they are former employees of where they're going to be and then so they'll have retirement plus they have a job and plus they have this? Do I understand this correctly? I'm just trying to figure out how many layers there are. This does not make sense to me.

Clerk: Madam Secretary, the first two individuals for the DPBH are retirees. The second one is a current UNR employee who is also working in this job and Ms. Crecelius is here from the Department of Health and Human Services if you would like further clarification.

Secretary of State: The UNR employee is still employed, has not been retired, but wants to be, or did they previous work for this agency and they want to come back, that is what I am trying to clarify.

Ellen Crecelius: Good morning. This is Ellen Crecelius, Deputy Director for Fiscal Services at DHHS. For the employee of UNR, is a recent graduate student. She just graduated in May. She is looking for full-time employment. She has a part-time job at UNR that ranges between 10-15 hours a week, so this is a second part-time job that she'll be taking on. Her hope is to transition into full-time employment with the State and then she would obviously resign the UNR position. Her goal is to receive a full-time job eventually.

Secretary of State: Okay, that helps a lot, that explanation. Then the other two are both retired from the state system but we're bringing them back in because we say there's a critical shortage for this position, correct?

Ellen Crecelius: Paul Shubert is in Las Vegas and he can respond to this one.

Paul Shubert: That is correct, Madam Secretary. Both of them were highly qualified individuals and both have actually left state service. We essentially need them to come back and continue working to inspect health facilities.

Secretary of State: And you're doing that temporary—through a temporary agency?

Paul Shubert: Yes, that is correct.

Secretary of State: Between them and the agency, what is the salary?

Paul Shubert: I don't know exactly but I believe it was stated initially.

Secretary of State: I thought you were stating just the student, but if I can just—

Clerk: Madam Secretary, these two former employees are scheduled to make \$33.39 per hour.

Secretary of State: Okay. And what portion does the Agency get that hires them or that we work through?

Clerk: That would be dependent on the contract. That is inclusive of the contractor's rate.

Secretary of State: Okay. All right, thank you, Governor.

Governor: Thank you Madam Secretary. And if I may follow-up, are these folks going to be training individuals so there won't be a critical labor shortage?

Paul Shubert: If I may respond Governor. Yes, the two individuals that would be coming back to work for DPBH are, as I indicated, highly qualified individuals that could be training others as we begin to bring them on. We've got a shortage of actually 19 full-time equivalents (FTE) right now and that deficit is perhaps almost half of our staff that we require to actually get all the health facilities inspected. These individuals could and would be training others as we hire them, yes.

Governor: Do you have a hiring strategy to fill those vacancies?

Paul Shubert: Yes, we do. It's a struggle for us, especially with Registered Nurses. We have strategized at least how to fill the vacancies and in some cases, we've actually converted some positions from nursing positions to generalists' positions just so we could fill the positions and actually have people that are available to actually go out and do the inspections. In other cases, we've worked within our abilities to enhance the offers that we make, not monetarily obviously but at least through allowing flexible hours and out-stationing of employees and things like that that are more amenable to them.

Governor: Thank you very much. Any other questions? If there are none, the Chair will accept a motion to authorize the specified agencies to contract with current and/or former employees as presented in agenda item number 5.

Attorney General: I move to approve.

Governor: Attorney General has moved for approval, is there a second?

Secretary of State: I'll second.

Governor: Secretary of State has seconded the motion, question or discussion on the motion? The motion passed unanimously.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

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

A. Department of Corrections

Pursuant to NRS 333.705, subsection 4, the Department of Corrections seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with Carla Watson, a former Budget Analyst 5 from August 1, 2016 to September 11, 2016, to provide capacity and ensure adequate budget preparations.

Governor: We will move on to agenda item number 6, another authorization to contract with a current and/or former employee by Department of Corrections. Mr. Wells.

Clerk: Thank you, Governor. Pursuant to Subsection 4 of NRS 333.705, an Agency may contract with a former employee without first obtaining Board of Examiners approval if the term of the contract is for less than four months and the head of the using Agency determines that an emergency exists. If a using Agency contracts with an individual pursuant to this exception, they must submit a copy of the contract and a description of the emergency to the Board of Examiners who shall review the contract and the description of the emergency and notify the agency whether or not they would have approved the contract had it not been entered into under the emergency provision. Item number 6 includes one request from the Department of Corrections seeking a favorable recommendation from the Board on their use of the emergency provisions to contract with a former employee to assist with the preparation of the Department's Agency budget due to capacity issues created by a recent retirement. The Department contracted with a former employee from August 1 to September 11, at a rate of \$35.00 per hour. Representatives from the department are available to answer any questions the Board may have.

Governor: Thank you, Mr. Wells. We have to find that there was an emergency and I would assume then that the emergency was that the Department found it short of essential fiscal staffing during the critical phase of completing the FY '18-'19 Agency request budget. I'm satisfied but if there are questions by Board Members, now would be the time. Any questions?

Secretary of State: I'm fine Governor.

Governor: All right. If there are no questions, the Chair will accept a motion to approve the authorization to contract with a former employee of the Department of Corrections as presented in agenda item number 6.

Attorney General: Move to approve.

Governor: Attorney General has moved for approval, is there a second?

Secretary of State: I'll second it, Governor.

Governor: Secretary of State has seconded the motion, question or discussion on the motion? The motion passed unanimously.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

***7. 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 for the service of:

1. Drug and Alcohol Testing Services
2. Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in the care of Child and Family Services
3. Medication Management, Psychiatric and Psychological Evaluations

B. Department of Health and Human Services – Public and Behavioral Health

The division is requesting Board of Examiners' approval to add the following services to the provider agreement form to enable them to enter into an agreement for the service of:

1. Substance Abuse Treatment Program

Governor: We will move on to agenda item number 7, authorization to approve a provider agreement. Mr. Wells.

Clerk: Thank you, Governor. Item 7 includes four requests from the Department of Health and Human Services for the Board to approve amendments to existing provider agreements. The first request is from the Division of Child and Family Services (DCFS) to amend their provider agreement for drug and alcohol testing services to add a service for the third-party observed collection of specimens. The second request is also from the DCFS to amend their provider agreement for

psychiatric services to allow for referrals outside of the mobile crisis response team and to increase the hourly rate from \$135.00 to \$150.00 per hour. The third request is also from the DCFS to amend their provider agreement for medication management, psychiatric and psychological evaluations to include the youth at the Caliente Youth Center. The fourth request is from the DPBH to amend their provider agreement for licensed professionals to include licensed substance abuse treatment program providers. There are representatives from the Divisions if there are any questions from the Board.

Governor: Thank you, Mr. Wells. Mr. Armstrong, I didn't have any questions but since you're here, I guess that's fair warning to everybody. Is there any presentation that you'd like to make Mr. Armstrong? And I see Ms. Phinney as well.

Ross Armstrong: It was my understanding that we had maybe some questions from the Secretary of State. I had no presentation other than I'm here to answer any questions that you might have.

Governor: All right. Madam Secretary, did you have questions?

Secretary of State: I did, thank you, Governor. I was wondering if this goes out to bid and if you could tell me a little bit about the process for selecting your vendors. If you have a list, I would probably assume that it's a very short list?

Ross Armstrong: Right. With the provider agreements, the idea of having a provider agreement is for, again, this is Ross Armstrong, Deputy Administrator with DCFS, is to create for our agency a pool of providers for specific services. In that sense, they don't go out to bid and we don't really choose one vendor over the other. We have provider agreements for psychiatric services, we may have five or six psychiatrists under that one provider agreement and then it becomes a matter of matching up the need of the agency with the providers on our list. All of our provider agreements are published on our website. Mental health and children's mental health have different consortia in different areas and so when there is a new provider agreement available, they will let those members know. It just really creates for us a pool, where we can access services based on the needs of the kids we serve.

Secretary of State: Okay, that satisfies me. Thank you very much for letting me ask those questions. If there's something else that you have to add, please go ahead. I think somebody else came up to the table, but I appreciate finding out a little more about this, thank you.

Cody Phinney: Cody Phinney for the record. I would only add that this does allow both divisions to have an excellent vehicle to access specialized behavioral health services when necessary, in a manner that we can quickly serve clients and make sure people are getting the services they need. Thank you very much for letting me add that.

Secretary of State: No, I appreciate it. Again, my concern was just knowing that we are limited to the services provided in Nevada. I was just curious as to how you went out and looked for the service provider. I appreciate your responses. Thank you, Governor.

Governor: Thank you Madam Secretary. I appreciate your questions. As you know, we started doing this because in many instances we had individuals that needed services and historically sometimes they had to go through this Board of Examiners' process and it would take more than a month to approve a contract when somebody needs those services right away. This really is, as Ms. Phinney said, very

efficient and allows those services to be provided to the individuals immediately. It works extremely well.

Secretary of State: Is there a way Governor we could see a list of who they have or does it change all the time, the providers that they use? Does it change?

Governor: Mr. Armstrong.

Ross Armstrong: Ross Armstrong with DCFS. We can certainly provide you a list of our current providers. One of the additional advantages of the service provider agreement is we're not necessarily shackled to one provider for a long time. If a new provider comes on board, then they can be added to our list very quickly and we can use that. We can certainly get you a list of who we currently have as our providers for DCFS.

Secretary of State: Okay. Thank you. Thank you, Governor.

Governor: Thank you. If there are no further questions, the Chair will accept a motion to approve the provider agreements presented in agenda item number 7.

Attorney General: Move to approve.

Governor: Attorney General has moved for approval, is there a second?

Secretary of State: I'll second it, Governor.

Governor: Second by the Secretary of State, any questions or discussion on the motion? The motion passed unanimously.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

***8. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2016 4TH QUARTER REPORT AND FISCAL YEAR 2017 1ST 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 fourth quarter fiscal year 2016 Victims of Crime Program report states all approved claims were resolved totaling \$2,667,472.08 with \$1,093,981.41 paid out of the Victims of Crime Program account and \$1,573,490.67 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$12 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 first quarter of fiscal 2017.

Governor: Mr. Wells, agenda item number 8.

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 fourth quarter of Fiscal Year 2016 and a recommendation to pay Priority 1, 2 and 3 Claims at 100% for the first quarter of Fiscal Year 2017. The Program anticipates having a reserve at the end of fiscal year 2017 of approximately \$12 million, after covering all expenses and including a 45-day operating reserve. Ms. Salazar was here earlier.

Governor: Ms. Salazar, may I ask you a question? Ms. Salazar, are you still present in Las Vegas?

Secretary of State: No.

Governor: That was an awkward pause, wasn't it?

Secretary of State: I was waiting for somebody to come forward but nobody did.

Governor: Anyway, just for the record. \$12 million is great, I just don't know, perhaps at a future meeting—? Obviously, it is all dependent upon the claims that come in and the payments that are made but do we keep increasing that balance, is it indefinite? I was curious about that because I don't recall the balance being that high before.

Clerk: The balance has been growing slightly throughout this fiscal year. I believe that coming into fiscal year 2017, there is about \$14.7 million, so they are anticipating that the balance will decrease throughout fiscal year 2017. Between the revenues that come in from the grant program as well as the good job the program has done managing its claims expenses, it does appear at this point that ongoing finances of the Victims of Crime Program are very strong.

Governor: That's great news. All right, Board Members, any questions with regard to agenda item number 8?

Secretary of State: None.

Governor: Do I need to take a motion to approve that, Mr. Wells, or is that just an informational item?

Clerk: Governor, this is an action item to approve the claim payments for the first quarter.

Governor: All right. The Chair will accept a motion to approve the claim payments presented in agenda item number 8 for the Victims of Crime Fund.

Attorney General: Move to approve.

Governor: Attorney General has moved for approval.

Secretary of State: Second.

Governor: The Secretary of State has seconded the motion. Any questions or discussion on the motion? The motion passed unanimously.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

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

Governor: We will move on to agenda item number 9, Leases. Mr. Wells.

Clerk: Thank you Governor. There are six leases in Exhibit 1 for approval by the Board this morning. Lease number 2 is contingent upon approval of the Interim Finance Committee of a Work Program at their next meeting in October. Members have requested additional information on Lease number 1 for the Department of Business and Industry.

Governor: We have representatives here? Mr. Breslow. This is a big day so that's why I asked you to come forward Director Breslow. Describe for everyone what's happening with regard to this lease.

Bruce Breslow: Thank you Governor and Members of the Board of Examiners. My name is Bruce Breslow, Director of Business and Industry. We have had about a two and a half year journey to get to today. It's an opportunity to combine ten of our state agencies, plus the Director's Office, plus Consumer Affairs, into a one-stop-shop for small business and for business in general in Las Vegas. Offices were scattered all around the Valley, which was very hard to manage. The plan, as you outlined in your State of the State last time went to the Legislature. They approved \$2.25 a foot in our budget for building a solution that the end of journey came up with is about a \$1.91 a square foot. It's well within the approved budget of the agency, as well as the money for the move and things. This will allow us to not only have a better experience for the customer but also close the Bradley Building, which I know Public Works has been very concerned that it would even last another month. We have some emergency plans in case the systems finally give out in that building. This has been a long road to get to here and we have answers to questions and whatever you'd like.

Governor: Thank you Director Breslow. If you would go into a little more detail as to the location, if I am a customer what that means to me with the consolidation of all those agencies.

Bruce Breslow: If you're a business customer, Governor, again Bruce Breslow for the record, you may have dealings with financial institutions in the morning and then have something over at Mortgage Lending or you might have something with Real Estate and then have to go visit the Housing Division and they're all over the Valley. What it means to the citizen is, they can come to one place because of the size of the building, which is located at 3300 West Sahara, if I have the address correct. It's a lot closer to the business community, easy access from freeways and the system.

It also allows for the employees and the visitors a parking garage, which means a lot more in Las Vegas than it does here. There is direct access from the parking garage. It improves safety as well for those agencies. It gives air conditioning to some agencies that haven't had reliable air conditioning in Las Vegas for some time. We'll improve systems. It's not a new building but Wells Fargo took good care of it for many years. It was a call center so it has a lot of the wiring that is necessary.

It also allows us to consolidate hearing rooms so every agency doesn't have to have their own hearing room. It allows us to do business service programs for the business community. We hired Marcel Schaefer as our other Deputy Director. He has been chomping at the bit to have a room where he can start doing some programs to help businesses work on their business plans to help them grow and access to capital. They will also bring in other groups that provide business services into a central location where we can do programming out of that. Also, it provides a training room which none of us had at Business and Industry. That same room, it is a multipurpose facility, will also allow the community to come and use it for video conferencing and uplink meetings to the internet. It's another opportunity for us to be able to share technology and upgraded technology as well for Business and Industry. The only agency that originally was planned to move that is not is Industrial Relations. It would've been a rent decrease for them. They're in a very solid building in Henderson and their lease had already expired. The owner was putting a lot of pressure on them to re-sign. The timing wasn't working out, plus this building wouldn't have fit them. We would've had to pick up a piece of another building next to it, so the thought was to leave them where they are.

The lease is a five-year least but after three years there is an out for the State if the State should choose to move in another direction with a new building of some sort.

Governor: My last question, will it be at capacity or is there room for growth after the move is complete.

Bruce Breslow: My Deputy Director, Terry Reynolds has worked very hard on this. I would like him to be able to have a chance, so go ahead.

Terry Reynolds: Terry Reynolds, Deputy Director for the Department of Business and Industry. On the fourth floor, yes there is. We have an additional approximately 10,000 square feet to be able to move into for additional space. Overall, it is about 64,000 square feet. That equates to about 297 square feet per person. When you take out the common space area; elevators, stairwells, hallways, it's about 240 square feet. It's a very efficient use of the building. We did plan for expansion of employees that we know are budgeted. We also looked at possible scenarios of agencies being consolidated or adding to and bringing in another agency to that area. The landlord has allowed us to not rent space but keep that additional space adjacent to where we could go. We have planned for that eventuality and I think it really fits us well.

Governor: I have no further questions. I just wanted to complement you. I know this has been a long journey. There have been a lot of different locations discussed. There have been budget issues, all those things. At the end of the day, I think it's a fantastic location. It's a good idea to consolidate all these agencies for the benefit of our constituents and the business community, the access and for the employees, as you say, to have that covered parking on a 115 degree day makes a big difference. And, to bring it in significantly under budget is remarkable. I wanted to personally thank you for how hard you worked on this. I look forward to visiting. Questions from other Board Members?

Secretary of State: Not a question Governor, but just wanted to thank the Director. The Secretary of State's office looks forward to working with you on the business services—continue working I should say, thank you Director. I also agree with what the Governor's comments were because parking and shade in Las Vegas is a rare commodity. I commend you on that. It is easy access in and out. There are other businesses in there so I agree with you.

If I might, I'm just curious because that one I had down as a four-year lease and then number 2 was a 10 year lease on the Berger Family Trust one. I just wondered the difference of the years, why there was such a long period, the 10 years. I know it probably has to do with the guarantees of what the footage would be.

Terry Reynolds: Terry Reynolds, Deputy Director for the Department of Business and Industry. The answer to the Las Vegas lease and the term of that was we were looking at trying to keep it a relative short-term in case we were looking at the prospect in the future of building a building or moving into a new building. We wanted to keep the flexibility to be able to do that. I'm sure the landlord would have loved to have had a longer lease with us but we were successful in having some major tenant improvements included in the \$1.91/square foot and being able to have a five-year lease and the flexibility to look at another location after three years if a building was being built for us. That's the answer to that question. We can go through the next one.

The ten-year lease is a newer building in Carson City. We are on the bottom floor of that. The top floor became available. Housing has had, really a substandard building for years and so, with the expansion of our Consumer Affairs Unit in the North, our IT functions, and Housing, being able to provide them decent facilities, we went with a longer lease.

Bruce Breslow: Bruce Breslow for the record. I just want to make sure we're talking about the right agenda item at the right time. I would like to elaborate further but should we wait for the next one?

Governor: No, you're fine. It's the next lease in this agenda.

Bruce Breslow: Sorry Terry. The landlord was insisting on a much longer lease in the Carson City building. There are very few opportunities in Carson City, in working with Public Works. The first lease Public Works brought us was \$0.20 higher than this. I want to thank Chris Chimits at Public Works for stepping in and working hard to try to bring this landlord to a price that the Housing Division and the Department of Business and Industry could afford. It was Leasing's ultimate proposal to us that it was a 10-year lease. We had looked into five-year options. It is a good building and has good bones and the Housing Division currently is not in an ADA accessible building. You can go down—there's a map that they can hand out on how to reach the restroom. You go down 11 corridors, I think, or seven corridors to get to a restroom. It's almost impossible in a wheelchair. It is not set up; it does not have insulation in their current building at all. It's just the concrete blocks on the outside. It's the same as the concrete blocks on the inside. Their lease where they are now was negotiated during the recession. It was much lower then because of that. It's an opportunity for Housing and all of the new programs that they've developed and all the growth that they've had to be able to have their own customers come and be properly served in a building.

Secretary of State: Okay. I guess, Mr. Wells, if I could ask you, did the Budget Office review those contracts before they were signed? Did you get an opportunity to review them?

Clerk: Leases are reviewed by the Buildings and Grounds, the Leasing Services Unit in Buildings and Grounds. Then the lease would be included in their Agency budget request. The Work Program that is going forward to IFC that is for the Housing Division to pay for the leasing in fiscal year 2017, we did review that Work Program and send it forward.

Secretary of State: Thank you. Thank you, Governor.

Governor: Do you have anything further, Director Breslow?

Bruce Breslow: I just asked CJ Manthe from the Housing Division to come up in case you had any specific questions about the difference between the space where she is now and what she can provide to the public later.

Governor: Did you need further information Madam Secretary? Ms. Manthe's agency will be the tenant.

Secretary of State: No Governor.

Governor: Okay, I guess we're good. All right, Board Members, any other questions with regard to the leases included in agenda item number 9. If there are none, the Chair will accept a motion for approval.

Attorney General: Move to approve.

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

Secretary of State: I'll second.

Governor: Secretary of State has seconded the motion, any questions or discussion on the motion? The motion passed unanimously.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

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

Governor: We will move on to agenda item number 10, Contracts.

Clerk: Thank you, Governor, there are 39 contracts listed in Exhibit 2 for approval by the Board this morning. Contract 7 relates to Contract 10 under agenda item 12 which is the information contracts. Contract 37 relates to Contract 26, also under agenda item 12, the information contracts. Members have requested additional information on the following:

Contract 2, between the Governor's Office of Economic Development and MPR, Inc., doing business as The Glenn Group. Contract 4, between the Department of Education and Data Recognition Corporation. Contract 9 between the Department of Health and Human Services, Aging and Disability Services Division and Optum RX Administrative Services, LLC. Contract 11, between the Healthcare, Financing and Policy and Public and Behavioral Health Divisions of the Department of Health and Human Services. Contract 17, between the Department of Health and Human Services, Welfare and Supportive Services Division and Deloitte Consulting. Contracts 22-30 between the Department of Agriculture Commodity Food Program and nine national school lunch program commodity food providers. Contract 31 between the Department of Public Safety, Criminal History Repository and Scott W. Norberg doing business as Norsoft Consulting. Contract 38 between the Board of Dental Examiners and Morris, Polich and Purdy.

Governor: Thank you, Mr. Wells. We'll begin with Contract 2, GOED. Good morning Mr. Hunt.

Cory Hunt: Good morning Governor. Governor, Members of the Board, my name is Cory Hunt, I'm the Northern Regional Director of the Governor's Office of Economic Development (GOED). Our contract before you today, I don't have a specific presentation on it, but it is for a new contract with our new marketing firm. The Glenn Group, dba, MPR, Inc. They will be providing general marketing services for our office including management and design of our website, our social media services, videos, outreach, posters and materials for trade missions and a number of other marketing materials that we would expect. Our current contract with our previous provider actually expired earlier this summer. This is a new contract that we've signed with the Glenn Group.

Governor: Thank you, Mr. Hunt. Madam Secretary, you asked for this contract to be heard. Do you have any further questions?

Secretary of State: No, Mr. Hunt, I just wanted to find out why it was a new firm, he explained that and what they were going to do and you've explained that for me. Those were my questions, thank you.

Governor: Thank you, Mr. Hunt.

Cory Hunt: Thank you, Governor. Thank you, Secretary.

Governor: Let's move to Contract 4 which is the Department of Education and Data Recognition Corporation. Dr. Canavero, good morning.

Steve Canavero: Good morning.

Governor: I had asked for this to be held. Is this the same company that we're having issues with?

Steve Canavero: Steve Canavero, Superintendent Public Instruction, Nevada Department of Education (DOE). Governor, General Laxalt, Madam Secretary and staff, good morning. Yes, Data Recognition Corporation (DRC) is a contract that we approved here, August of 2015 to take over our assessment system for five years, we had the contract. The issue, the breach of contract is what I believe you're referencing. Although somewhat unrelated, largely unrelated to this particular amendment, indeed DRC is presently and we are working with DRC productively in conversation to cure the breach right now.

Governor: I hope you can appreciate my struggle here, to approve more money for a company that's currently in breach. If you could go into a little more detail with regard to the distinction between what we're approving today and what the nature of the breach is.

Steven Canavero: Certainly. Today what you're approving is an increase in the contract, an amendment to the contract that increases, based upon a change in the scope of work, to deliver the End of Course Assessments. In particular, we're seeking to be responsive to the field by adding additional End of Course exams that don't traditionally fall into what we would call Algebra I or Geometry in this case, but are more integrated. We have a number of districts who utilize an integrated math series where it's hard to differentiate algebra from geometry. They're integrated together. We developed an

integrated math end of course exam. That is one of the aspects of the change in this particular scope to be responsive to.

In addition to that, we've asked for standard setting support from DRC, our vendor, to provide additional support to the State as we set standards. Meaning, at what score does a student need to achieve in order to be counted as proficient or above? As you can imagine, it may sound easy but it's incredibly complex work and requires sort of a deep bench of folks who can run the psychometric analysis to generate those particular scores.

The nature of the breach is a bit different. This is unfortunately the second breach that I've been engaged in related to assessments. The first of which was, in my opinion, very different than the one we're engaged in right now. The first breach of contract with the prior vendor was really fundamentally based upon the lack of the vendor's ability to deliver the assessment. Here it's very different. The assessment this year went incredibly smoothly. We have all of the assessments, the assessment results are in a data file. We see the results. They're valid, they're reliable. We know they're there.

The nature of this breach, however, is a disagreement between the State and our vendor as to when families and students would receive their individual score reports. We believe, the State contends, August 1 is the date by which we agreed our students and their families would receive the score reports. Meaning, a piece of papers that says, for my daughter, Julia Canavero, scored here or scored there based upon the Smarter Assessment. That's the nature of the dispute, it's one around timing. When DRC—really from July to mid-August, when I began to see that the relationship and the communication was unproductive and the timelines that we were receiving back from DRC were unacceptable, quite frankly, to me. Not even around the August timeline but more in the November timeline is when we engaged and asked Deputy Attorney General (DAG) Ott here and through DAG Ott's office for some assistance in exploring what our options might be in order to command the attention that quite frankly, I believe we deserve. That is when we pursued the Notice of Breach on August 16. I'm happy to report at this time, since the Notice of Breach, the conversations have been very productive. Right now, we believe we have prioritized the assessment for our 3-8 grade students first, our Smarter Balanced assessment results. We believe that those will be delivered in the latter part of September, as opposed to November. We've expedited some timelines, worked with other vendors to work with timelines. DRC has been responsive and has moved and adjusted their timelines in order to accommodate what we believe to be an acceptable end out of this particular breach.

That is the nature of the breach that we are dealing with. It is one around timelines and dispute about when I believe it is in the contract that we would receive, our students and families would receive a score report, versus when they had planned on delivering them.

Governor: Thank you Dr. Canavero. I don't want to get too far into this because we are—I don't think we're in litigation, but at least we are in discussions. Once we get over this hump, will there be certainty as to the timeline when the results of this testing are going to be provided to the State. In other words, August 1 means August 1.

Steve Canavero: Steve Canavero again. That's why I asked Deputy Attorney General Ott here. He's empowered to step on my toes if I say anything that's out of line. I believe that we need to codify the timeline that's abundantly clear for everyone, in the contracts. We would be seeking an amendment to the contract that contains the deliverable and timelines that we believe were clear, that they do not.

Governor: You've anticipated my next question because I won't—I understand the nature of the complexities of these tests, but I don't want to approve an expansion and an extension if it still gives them an out to produce the results after August 1. In other words, this expansion or what this contract does has to have a condition within it that the results of this new math assessment will be presented on or before August 1.

Steve Canavero: Steve Canavero. I don't know if this exactly answers the question, there were three aspects to the breach, all of them related to timelines and deliverables of the assessment results. That's why I said, largely unrelated. The end of course exams cannot be scored. They can be scored but they cannot be reported upon until the standard setting is complete. That is part of our resolution to the breach, the cure of the breach.

Governor: I have it here, we're paying these folks \$51 million. Given what happened before, I've got a very high threshold, or I guess low threshold in terms of performance standards. I don't want to have to go through all this again. I'm going to have to take it on faith from you that we are going to get those results sooner than what they said. And that in the future, that those results will be provided in the timeline stated and that there is no question as to what the expectations are.

Steve Canavero: Steve Canavero. Governor, I share your low threshold. In many of the conversations when we were deciding what avenue to pursue, I think at one point, probably in frustration said that the vendor is here to serve our priorities. We pay them to provide a service. If we're not getting that service and it's a contractual dispute, then we should leverage every available option that we have on the table to remedy the situation.

Governor: You're the expert. What good is it to those kids who are entering a new grade if the school doesn't know where they are when they enter?

Steve Canavero: Steve Canavero. Precisely, that is why August 1 is a timeline that we agreed to, that we thought would serve the families and the educational system to make decisions based upon those assessments entering into the new school year. I don't know if it gives you any more confidence, but we will continue to pursue this and resolve the matter to issue the information to the field under this particular cure as timely as possible. We seek to amend the contract or add an appendix or incorporate a timetable into the contract, that we can agree upon that establishes absolutely, undeniably clear benchmarks and timetables and deliverables around individual score reports that are presently under dispute right now. We will seek August as the timeline, not November.

Governor: I'm not the lawyer here, but it's similar to some of the construction contracts that we have. There should be a penalty phase for each day that they don't produce. As I said, we've been up here and we've had that first issue and now we have this one. I'm not clear that going forward, it doesn't sound like they have agreed that they can produce this before the school year starts.

For example, you know in Washoe County school starts the first week of August. They need, the administration, the teachers, need those scores as kids enter into their respective grades more than a week in advance. I don't know if you have any other comment.

Steve Canavero: Steve Canavero. I'll just finally say, yes, absolutely. They need the score reports. We thought we baked it in to get the score reports out. What we have done is we started to work on every chain of events that needs to be true in order to deliver by August. Some of that even includes

staggering the score reports based upon first start, first out score reports and then staggering them thereabout so that they have the information in their hands.

I love the idea of a penalty phase. I've took that down.

Governor: It's a liquidated damages clause in there.

Steve Canavero: I'm sure Deputy Attorney General Ott has also taken that note as well. I do feel confident that we can get there. I do. I feel confident that Nevada is a priority for the DRC. I would not have said this three months ago but I feel they've been responsive to our concern. I feel like there is a path forward here. We will certainly see to make that path absolutely clear about which stones need to be in place by when in order for us to continue this relationship.

Governor: My other concern is this, I can't imagine there are that many entities that provide this service out there and we're on number two. I don't even know if there is a number three. It kind of puts us in a difficult spot, but at the same time, we are spending \$51 million over a course of time and have expectations. We have invested in education and it frankly gets these kids back because the teachers and the administration don't know where they are when they enter. I do not mean to lecture, I know that we are on the same page here.

As I said, this is a hard one for me to approve, but I will support this with the understanding that we're going to have some very firm guidelines and requirements that are in the contract so that everyone knows what the consequences are if they don't perform.

Secretary of State: Governor.

Governor: Madam Secretary.

Secretary of State: Thank you. This is really sad for me. I've been involved for the last 20 years in education and this is the same issue that we've had, trying to get the information to the parents and teachers of the students of what their scores are. It's hard for me to believe that we don't have a company or we don't have a vendor that's able to do that process. At least it's better in the fall than it used to be in the spring. I guess we've made a little movement. I echo your sentiments and thank you for your work and Dr. Canavero's work in trying to get this improved.

Governor: Any other questions or comments? All right. Go get them Mr. Ott.

Steven Canavero: Thank you sir.

Governor: Thank you. We'll move to Contract 9. Madam Secretary, you had asked for this contract to be held.

Secretary of State: Yes. Governor, my question was, I just wanted to make sure that the program itself is working and if somebody could give me kind of an idea of how it's going if we're on the right track, if we've had any issues. Just a little bit of an update would be wonderful because as you know, we give an awful lot of money not only state but federal dollars to some of these programs but we never really get the updates on how they're doing, how they've been doing? Is the program working? Are we servicing the people? Are they getting their needs met?

Julie Kotchevar: Good morning, this is Julie Kotchevar, Deputy Administrator, Aging and Disability Services Division. This contract is for our Senior Disability RX Program, which provides pharmaceutical assistance for people who fall in the Medicare Part D Gap Coverage. When they fall into the Medicare Part D Gap, then we provide coverage so they're not paying for the meds out of pocket until such a time as they can go back to Medicare Part D, as part of their catastrophic coverage.

Currently and we do actually provide a status report to the Interim Finance Committee quarterly, there are 5,900 people on our Senior Disability RX Program. We do not have a wait list for this program and have not had for a number of years. All of the 5,900 seniors and people with disabilities are receiving service in the months they fall into the gap. Were there any specific questions?

Secretary of State: No, I just wanted an update. If you provide something, you said to the Interim Finance Committee?

Julie Kotchevar: Yes, we provide a quarterly report of the number of people that we serve the utilization and the amount of funding spent each quarter.

Secretary of State: Would there be an issue with me receiving that as well? I don't know if my colleagues would also like that, but I would really like to see this part, the program that you're talking about but also the report that you provide.

Julie Kotchevar: We'd be happy to add you to the distribution list.

Secretary of State: Thank you. Thank you, Governor. That's what I wanted.

Governor: Thank you Madam Secretary. You prompted a question for me. Do we keep track of how far the money goes? In other words, have increases in the cost of prescription drugs, essentially inflation, had an effect on how far the money goes?

Julie Kotchevar: Again, this is Julie Kotchevar for the record. Yes, the cost of medicine has significantly impacted this program. We used to have our much beloved Senior Disability RX Dental Program that we could no longer maintain because the cost of medicine increased. Probably the largest hit would be the insulin pens. That significantly increased the cost of insulin and made people fall into the gap much sooner in the year than they would have. Some people wouldn't have fallen in at all and then went in very early because of the significant increase in the cost of insulin. Our largest prescribed medications are insulin, things for Chronic Obstructive Pulmonary Disease (COPD) and heart disease. Those tended to be the three highest medicines that had a significant increase in cost. We used to not fully expend the amount of money allocated and now we spend every single dime. If costs were to increase, it would be possible in the future that we would have a wait list. This would be very challenging for consumers but we keep a close eye on that to see what the utilization, what the cost of medicine is. It was on the decline for many years and then in the last probably four years has increased each year.

Governor: Do you have a percentage of that increase?

Julie Kotchevar: We can get you that. It's very specific. We had one heart medicine increase 800%. It used to be less than a dollar and now it's over \$8.00 a pill. It's very specific per the medication but we can get you some of that.

Governor: I'd like to have that. Thank you. Any other questions from Board Members on agenda item number 9? Thank you. We will move to agenda item number 11, which is DHHS and the Nevada Check-Up Program. Good morning. A little bit of foreshadowing on what my question was going to be for this one because it was the same thing, it's a significant amount of money and I'm curious how many children we're inoculating and if the costs of those inoculations have increased over time.

Marta Jensen: Marta Jensen, acting Administrator for the Division of Healthcare, Financing, and Policy. With me, I've also got Beth Handler who is the Bureau Chief, DPBH. The increases have occurred for several reasons. From the transfer perspective, the FMAP increased when the program started in 2014. It was right around 74%, it's now around 98%. That's a large increase. We've also seen an increase, while not huge, of about 3,500 kids over the last two years, the total population of Nevada Check-Up. Their average age is between 11 and 18 and that tends to have a higher expense for those vaccines. We've added a couple of extra vaccines and then as of, I believe it's June of 2016, all of the vaccine prices went up. That also contributes.

Governor: It's a good thing if there are more kids that are participating. What was the increase in the vaccines, was it significant? The cost?

Beth Handler: Beth Handler for the record, good morning. I cannot provide the exact percentage but it was across all of the vaccines. One of the biggest outliers though is with the addition of HPV, Human Papilloma Virus, and the Meningitis B vaccines. Those are very expensive vaccines, even at federal rates. With the increased enrollment of 11 to 18 years old, accessing these specific vaccines, that's where a lot of our costs and our projected costs are playing into this contract.

Governor: We are able to serve everybody who participates, correct?

Beth Handler: Yes, correct.

Governor: Okay. That's all I have. Any other questions from Board Members on Contract 11? Thank you very much. We'll move to Contract 17 which is DHHS and Deloitte. Mr. Fisher, good morning.

Steve Fisher: Good morning Governor and Members of the Board. For the record, my name is Steve Fisher. I'm the Administrator for the Division of Welfare and Supportive Services (DWSS). What you have before you is a contract amendment. It's a contract between DWSS and Deloitte Consulting, who provides IT Services for the implementation of the Affordable Care Act. Going back to October 2013, that was the initial open enrollment for the Affordable Care Act. The DWSS is responsible for Medicaid enrollment. Over the last three years, I have to say that we have been very successful and continue to be successful in enrolling Nevadans into the Medicaid Program. We've gone from approximately 316,000 before the start of the Affordable Care Act to over 627,000 Nevadans in the program today.

We have over the last three years faced a few major issues along the way, however, with the strong partnership we have with Deloitte Consulting, we've overcome those issues. With that, I'd like to turn it over to Naomi Lewis, to specifically talk about this contract amendment, if I could, just some information about it.

Naomi Lewis: Good morning. For the record, my name is Naomi Lewis. I'm the Deputy Administrator for the DWSS. I am responsible for the programming field operations in the agency. Over the last few years, the agency has experienced some efficiencies and improvement in service delivery. One of the major components in that improvement is the technology initiatives that we've undertaken in the last few years.

This contract amendment asks to add a number of change requests to the scope of the contract. The addition to the technology improvements available to our staff to incorporate federally suggested changes and to improve the delivery of quality and timely benefits to our customers. Centers for Medicare/Medicaid Services (CMS), has approved this technology request at a design and development level of funding, which is 90/10, so 90% federal funding and 10% state funding.

One example of the change request that we're proposing in this contract amendment is to revise our system to allow for the suspension of Medicaid during periods of incarceration so that at the time an individual is released from incarceration, they have the Medicaid available to them immediately. Also to incorporate the system change that allows not only our system to provide that eligibility but Medicaid's system to recognize that eligibility. That was just one example.

The previously supported initiatives and these are important to the clients as the agency has been able to improve the average Medicaid processing time from 52 days to 8 days per application, which allows Nevadans to access services an average of 44 days sooner than they have historically. Food stamps, for example, we have 30 days to determine eligibility, but 30 days is a long time when you're waiting on food, so we are currently processing an average of 14 days. 50% of the applications are processed in less than five days.

This contract amendment would allow the agency to continue to improve on those service deliveries to the citizens of Nevada. If you have any specific questions, we'd be happy to answer them.

Governor: Thank you, Ms. Lewis. Madam Secretary, you had asked for this contract to be held, do you have any further questions?

Secretary of State: No, I just wanted to know how it was working and I think she did a good job of explaining. I wanted to know the difference and I think she did a good job.

Governor: All right, thank you very much. Next are the Department of Agriculture, Commodity Food Program Contracts 22-30.

Donnell Barton: Good morning. Donnell Barton, Food Nutrition Division Administrator with the Department of Agriculture (DOA) and we have USDA Foods that we are converting into commodity products for the school districts. I have with me Catrina Peters who is our Nutrition Service Manager who ran that RFP Process. I'm going to turn it over to her to explain the process. Thank you.

Catrina Peters: Catrina Peters for the record. Just to briefly describe the process. This year we changed that process. We received word from USDA that our previous process wasn't in compliance with federal regulations so we altered that to be a competitive procurement process. We wrote specifications for items that districts expressed interest in and requested that we include in that process. We brought together a stakeholder group to get feedback on those product specifications. The contracts in front of you today were the items that we were able to award; due to lack of a bid or items

not meeting district's taste requirements, we weren't able to award around 16 items and we went back out to bid on those.

Governor: Thank you. I don't know if there's really an answer to this but I hear it in my own household with regard to the food at the school. Is there anything that we can do because, my daughter is a junior high student, she, and none of her friends eat in the cafeteria because they say the food is so bad. We dutifully pack her lunch but obviously I talk to a lot of people and there's a consistent and ongoing concern about the food. I don't know what we can do. I think I saw a story, perhaps it was Edible Reno but they were having a fresh salad bar in Douglas County which I showed to my daughter and she said, dad I wish we had that. Is the proverbial chicken nuggets that the kids don't eat and those kinds of things, is there an effort to try to really, I don't know how you do it, but talk to groups of kids and ask them what they're willing to eat? It's not just that they don't eat it, but it's the amount of food that's thrown out. That worries me as well.

Catrina Peters: Catrina Peters, again, for the record. To address your concerns, it sounds like you have some concerns and I've heard some concerns about the quality of meals that are offered in the cafeteria. We have also heard those concerns. Specific to this process, we did bump up the nutritional requirements and wrote a more rigorous product specification to make those items a little more wholesome, whole grain rich. We specifically prohibited artificial colors and flavors in many of the items. We are coming at it from that angle, specific to this process. We've also undergone pretty extensive efforts to do training to improve the quality of meals served. Last year we received a \$63,000 grant from USDA to provide training to school districts. We train on a variety of topics. One thing we did was in five districts we hired a chef to go out and work with school meal staff onsite to teach them how to make things from scratch and make things more appealing to kids. We did just receive word last week that we received a \$415,000 grant from USDA. We're one of 14 states selected, a very competitive grant, to continue those training efforts and go out and do more training on how to prepare meals from scratch.

A lot of the complaints we hear are about foods being really processed and that being unappealing. Really the only way to get around that is to look at scratch items and how we can get more fresh items on the tray. We really are doing the best we can to provide that training to districts to help them improve the program.

Last year we also did a school meal survey. We had 15,000 responses statewide and those results really pointed towards a request to have more fresh items. We've given each district the results of that survey and we'll be working with them over the coming year on how they can look at those survey results and improve their program.

Governor: That's good. I don't mean to personalize this, but I've had kids in elementary school and now middle school and high school for years and I've visited over 300 schools. I usually make an effort to go to the cafeteria and see what's happening. I always look in the trash can and it's full of food. It just breaks my heart because the kids aren't eating or they might eat a little bit and then there's so much food that's thrown out. You're the expert. I don't know if we survey other states and see what they're doing in those states. Obviously some of those states have more agriculture so they have more opportunities for the proverbial, for the so-called farm to table, whereas we don't. I know we're working on that as well. As I said, I have a 12-year-old who just started middle school. I asked her and her friends and try to do my own little surveys and they don't go in there because they said the food is—and I don't want to suggest that it's rotten, that it's not quality food, it just doesn't taste good

to them. It isn't attractive to them. I appreciate your efforts. I am not being critical of you, I just want to make sure that we're making efforts to get that, more of that fresh food as I said. Their pallets are different and I feel like we're still trying to feed kids the same way we fed them in 1990, kids eat differently now. We've got to evolve along with that.

Madam Secretary, I know you're always interested in these types of issues.

Secretary of State: Oh yes. I'm not going to agree to your timeline because that would really date me, but when my kids were in elementary school we had the same issue. The food, the kids weren't eating from elementary, middle to high school. It was the same issue that we're talking about today, which really saddens my heart. It's the same thing, it's that food processing. A lot of parents are not compelled to give their children processed food. I know that's a huge issue.

I have to say, when I was in Carson, there is a billboard that directly says, two items—it has a picture of two meat items and says, do not feed these to our kids in public schools. They're processed meats. It's just disheartening that we're still struggling with this. I look at the amount of money that we are giving out in all of these contracts. I don't know, I have no idea what is processed. I know one of the items that I'm looking at, I know it is processed meat. It's just hard for me to listen to this again.

Governor, I know exactly what your kids are saying. I've got now grandkids in school and all six of them that go to preschool bring their own lunch, their parents pack their lunches. It is a concern. I don't understand why we're where we are still, after all these years. I heard that you said we weren't in compliance, I don't know what year or how long that was and then how long it took to get you in compliance, what that was, but I would like a little more compelling answer as to what that was. If we need to do that off record, that's fine. This is still an area I have grave concerns. As a Legislator I did, and as a parent I did, and now as a grandparent. You were close in the date Governor.

Donnell Barton: This is Donnell Barton for the record. On the out of compliance, we were supposed to be doing a request for proposals and probably—when we moved in together in 2013, that's when we discovered we were doing a request for information so it was not a competitive process. We took the time to do the competitive process so that we're now in compliance with federal regulations. In the past, they had been doing what was called a request for information so a processor could put forward their information on the product and what they would charge and if a school district wanted to go with that product, then they could order it. Whereas this way, the school districts came in, did the taste testing. They agreed, they scored on which products were going to be selected and those will be the only ones they'll be able to purchase from. Unless they choose to go out and purchase food commercially.

Secretary of State: We're still not really looking or addressing the quality of food that's given to the kids. This is kind of like more paper-pushing.

Catrina Peters: Catrina Peters for the record. In the process that Donell described that we were utilizing previously, any processor that USDA had blessed, if a district wanted to purchase that food then we would facilitate that. We've changed that process now to where not only do they have to meet certain requirements, but the products that we're purchasing have to meet the product specifications. That process wasn't in place before. We have increased the requirements that those products have to meet to even be purchased and served.

Secretary of State: Could I get a list of that, Governor? Could I request for us to have that product specification list that would be very interesting to see.

Catrina Peters: Catrina Peters for the record. I did bring a couple of copies of the product specifications. If you wanted to take a close look at those, they were also included in the request for proposal. We can forward that whole document on.

I also wanted to add that in the past year and a half, we started a new program called DOD Fresh, where districts can opt to use their commodity entitlement dollars to buy fresh produce. This year, districts have opted to put a half million dollars of their entitlement towards that fresh produce. We are really helping districts to look for creative ways with their limited budget to serve more of that fresh produce.

Secretary of State: If I can Governor, I guess I'm still in a little bit of a conundrum here, thinking about this program. At our church, we have a mission that we give food out on Thursdays. We work with Three Square. They bring in fresh produce that is wonderful and we're able to give that to people who can't afford food and we're giving them healthy good food. Do we do anything with Three Square or any of these other community-based programs that actually do wonderful programs within the community to help serve the homeless?

Donnell Barton: Donnell Barton for the record. Yes, Three Square is one of our partners and also one of our sponsoring agencies. They also work with our Child and Adult Care Food Program to serve at-risk children after school. Then during the summer they also operate the Summer Food Service Program. Then through our commodities program, as we receive the emergency food assistance program, they also receive products from that through our bonus. One of the things that we've also started to work with USDA is to try and bring in more fresh produce through those programs. You'll see this year that we're bringing in potatoes, pears and apples. Sometimes we're limited on what we can bring in by what USDA can procure. That's part of our challenge as well as being able to fully utilize our funding that we receive for those programs.

Secretary of State: And we also have to be very, very cognizant of the fact that we have individuals that, there are products that do tend to cause weight gain, that we carry and we have in the schools. They can be harmful to whatever they might have, say if some of the kids are juvenile diabetics when we have that fruit in those syrups, those types of things. Just educating people on healthy food. I hope we're still doing health classes or science classes or something that we're helping to educate along those lines.

I'm done Governor, I won't ask anymore but I do appreciate your responses.

Governor: Thank you Madam Secretary. I don't want to belabor this but I did hear you make a comment about taste testing. Is it kids that are taste testing or adults?

Catrina Peters: We worked with purchasing to do the RFP process. We did have conversations around how to incorporate taste testing amongst kids. Because of some of the requirements around scoring those proposals, I don't think we really had time to figure out a way on how we could work that. We are continuing that conversation and with the next cycle, I'll look to be able to incorporate kid taste test feedback into that evaluation.

Governor: I think it would be helpful, just to survey the kids. They're the ones that get the food. To see what their preference would be, it would be a great little class project. As I said, I don't want to belabor this but as I said, we've had this conversation before. I can see Director Barbee here today. I am not being critical; it is just when we renew all these contracts, I do not want to see the status quo just keep rolling. If there are ways to be creative and ways to recognize what the kids actually want instead of thinking we know what they want. I take my daughter grocery shopping so that she can pick what food she's going to eat all week for lunch. It's very different than what they get at school. I know the food is going to get eaten and it's what they do, so perhaps we should just think about asking the kids themselves. As I said, maybe there's a teacher or two or a principal that might be willing to take that on. Just a suggestion; I appreciate your being here today and answering the questions. Thank you.

All right, let's move to Contract 31 which is Department of Public Safety, Criminal History Repository. I had asked for this contract to be held just simply to get an update. I know we've been making substantial progress on the backlog and I was just curious how we were doing.

Julie Butler: Julie Butler for the record, Department of Public Safety, General Services Division. I actually have a graph if you would like to see where we're at.

At our height, we were at about close to 900,000 dispositions. As of August 16, we run the numbers monthly, we are down to 171,446. We are still on target to be complete, for completion early fiscal year 2018. We are now to the point where we are starting the ones that can't be immediately data entered, we set them aside as what we call our problem dispositions. Those take additional research for staff to be able to do. We are starting to get into those problem dispositions and so data entry is a little bit slower than it has been in the past because we're setting aside more of those that take additional research. We're on track.

We did just recently receive word from Bureau of Justice Assistance that we are getting a renewal of a federal grant to continue our efforts with disposition data entry and continue to hire or continue to employ ten temporary staff to address this issue. We're moving forward.

Governor: As I said, I'm impressed with the progress you've made. When you say early fiscal year 2017, what actual date is that?

Julie Butler: Julie Butler again for the record. We are looking at early fiscal year 2018 actually and November-ish. We don't have a firm deadline but early in fiscal year 2018, so that would be November of 2017.

Governor: Okay. Early fiscal year 2018 sounds really bad.

Julie Butler: Okay.

Governor: November of next year we should be caught up, right?

Julie Butler: That is our hope. That's our goal that we're working toward.

Governor: Okay. Thank you. Please pass it on to everyone who is working on that. I mean, when you see slopes like that, it really exemplifies a lot of time and effort. Thank you. Any other questions

from Board Members? All right, thank you. We'll move to Contract 38, Board of Dental Examiners. [pause] Good morning. Will you give a foundation for the basis of this contract, please?

Debra Schaffer-Kugel: Good morning Governor and Board Members. This is an amendment to the original contract, which was approved July 1, 2013, which is set to expire June 30, 2017. The contract was for a maximum of \$700,000 but due to increases in complaints, increases in illegal practices of dentistry and dental hygiene that cases we have to file in District Court, increases in formal hearings, and also to respond to the allegations of a few members of the Las Vegas Dental Association, we had unforeseen additional costs and so we are requesting to amend the contract for the remainder.

Governor: And, I'm sure you've had an opportunity to review the performance audit that was prepared by the Legislative Auditor from this year.

Debra Schaffer-Kugel: Debra Schaffer-Kugel for the record. Yes, I have.

Governor: Ms. Schaffer, I want to direct your attention to Page 14. This Board has previously approved this contract to a maximum of \$700,000. There is a phrase in here that says that the Board of Examiners did not have accurate information when approving the contract. The contract maximum should reflect total payments expected to be made under the contract, not amounts reported net of recoveries. I wanted to get your response on that. I think the bottom line is this, this Board approved a set amount for fees for the firm. We did not, or at least I did not know at the time when we approved the contract that we were paying a monthly retainer and Board Counsel was receiving fees and costs from dentists who had been subject to discipline. I think that is what you're seeking approval today for is because you've changed your accounting practices to include those amounts, yet they weren't considered initially when we approved the contract.

As I said, I'm a little uncomfortable because we approved a contract specifically for that monthly retainer but now we will be approving those amounts that were paid that weren't considered when we originally approved the contract.

Debra Schaffer-Kugel: Debra Schaffer-Kugel for the record. For clarification, the amount set is, each month we don't know what the amount is going to be until it's billed to the Board. Basically, the Board is prepaying the legal expenses. It's broken out into two sections; General Matters which would be Board meetings, conferences, anything that's not related to an investigation of a licensee. Then we have it broken down into what is being billed under investigations. General matters are not recoverable. Some of the investigations may be if it results either in a stipulation or if it is an order of the Board. If a stipulation is approved by the Board and the Licensee agrees to reimburse legal and investigation costs, then that money is then paid back to the Board, not to Mr. Hunt, but paid back to the Board because the Board has paid those fees out, in a sense, pre-paid those legal fees out, not knowing whether we would recoup them back or not. Then obviously, if it is an order by the Board, under NRS 622.400, the Board can recoup the investigation costs. The investigation costs that are collected by the Board do not go to Mr. Hunt, they go to the Board because we've pre-paid those fees on particular cases.

Governor: Then, I'm trying to understand at Page 13 of the Audit. It says Exhibit 6 shows actual legal expenses compared to legal expenses reported on financial statements in Fiscal Years 2014 and 2015. There was unreported fees in 2014 of \$186,915 and then \$220,648 for the total of \$407,000 which is what you're seeking us to approve today.

Debra Schaffer-Kugel: Debra Schaffer-Kugel for the record. I believe in that, they're addressing the audit that was done by a third-party auditor, Campbell and Jones, who is the third-party auditor that the Board contracts with to do our yearly audits and report it to LCB. My understanding is, in 2014 and 2015, the auditors were offsetting the amounts paid in legal fees versus what was reimbursed back to the Board in legal fees. That's my understanding and I'm not an accountant but my understanding is that the reimbursed fees are supposed to actually be calculated as revenue, even though the Board has already paid out those expenses in advance. When the contract amount came—so, when we were doing the contract, hypothetically, in 2015, Morris, Polich and Purdy received \$281,000, that's what was paid out, but we collected in legal fees \$106,000. So the \$106,000 was being offset on paper but the money was not going to Morris and Polich. The money goes to the Board. The Board has already paid for those expenses. Then the Board is being reimbursed back those expenses. Those include the attorney, the disciplinary screening officer, the court reporter, all those fees that the Board, in advance, pays out for a case when we're investigating a case. That was done through the auditors.

When we asked the auditors whether that was part of the acceptable standards their original answer was yes, but then when the auditors went back they said, no, we actually should've not offset it and from henceforward, we will not offset those. So the financial statements are the statements that were reported to the state by the auditors. Am I making sense?

Governor: Not really but that's because I'm hearing this for the first time. What I had asked is for this contract to be held so that we could have a conversation, regarding this.

Debra Schaffer-Kugel: Okay.

Governor: My understanding is that you wanted this to be heard. I just have this audit that I have a lot of questions about that. At least it sounds like you have answers to the questions but I'm hearing the answers for the first time. I have notes from the Sunset Committee that is also looking into this issue as well and asking for a report a year from now regarding the progress of the Board and complying with the recommendations set forth in the audit conducted by the Legislative Auditor. Also, a note saying that the Sunset Committee is going to send a letter to the Board directing an analysis and report of the practice of contracting with outside legal counsel, including a statement of reasons for contracting with outside counsel rather than employing the general counsel as staff.

I know that that letter has not arrived on your desk yet, that's something that has to be approved by the Legislative Commission, but you certainly can anticipate that it's coming. There are a lot of unanswered questions for me that leave me in a position where I can either continue this agenda item number 38 to get those answers or, if you're insisting on a vote today, I won't be supporting approval of this contract. I just want to be very clear to you where I am on this. I'm not comfortable now, given at least my review of the performance audit and approving this contract today. That is just me speaking, I cannot speak for the other Board Members. As I said, this performance audit landed on my desk not long ago.

William Horne: Governor, for the record, William Horne. Horne, Duarte, Government and Public Affairs. I represent the Dental Board in this. Just to provide some clarity if I may sir, on this. Let's address the performance audit. It was noted at the Sunset Hearing that all but one item had been addressed, so its recommendations have been adopted but there's just one item still that's outstanding. There is probably going to be a hearing that's going to be taken up during the Legislative Session. The Board has been proactive in addressing those recommendations on the audit.

As for this increase, it's not—it isn't as it's been characterized as a raise of any sort. It's the amount of hours that Morris, Polich, and Purdy have put in representing the Board in these matters dealing with dental providers; while a small number of dental providers compared to the number that they regulate. They have in that billable hours in representing them, they have reached that contract amount of \$700,000. All this is to continue through the remaining period of time for that contract.

Now, I recognize that one of the recommendations has been to look into whether or not to hire in-house counsel, but even that endeavor, Governor, I think you would agree, taking those steps to do that in the amount of time that we have remaining through this next fiscal year, they would be without counsel for a significant amount of time. Not to even mention bringing new counsel up to speed with what the Board's duties are mandated. Does that make sense?

Governor: Sort of. Is there a written response to the performance audit that was prepared by the Board of Dental Examiners?

Debra Schaffer-Kugel: Debra Schaffer-Kugel for the record. Yes, on August 9, we had until August 18 to file a corrective action plan. There were originally 14 recommendations. 12 of them were accepted and two were rejected. The reason the two were rejected was, it was number three which was related to the overcharges. I, as the Executive Director did not feel comfortable accepting that recommendation on behalf of the Board. I felt that that was something that they had the fiduciary responsibility to make that decision. We rejected it saying that we would bring that matter to the Board for them to vote on.

The other one was the, I believe its number 10 which was the—there's three. Then there was the in-house counsel, which we accepted, but obviously, the Board needs to make that decision. The other one was the IC Panel, there was a recommendation to add an independent panel to the investigation process. The Board was not opposed to that, however, Board Counsel felt that that would require a statute change if you're going to change the due processes of the licensee, that it should be outlined in the statute. We weren't opposed to that one but we did feel that that would require a statute change and I believe that's the one Mr. Horne was speaking of.

Out of the 14, two are outstanding. The Board has, on July 15, the Board considered in-house counsel, the merits of in-house counsel versus outside counsel and three other matters that are outlined in the recommendations. They referred that to our budget and finance committee which held a meeting on August 18 and they are making recommendations to the Board on those items on September 23, at our Board Meeting.

The recommendations, as they stand now, one of the recommendations as far as in-house versus outside counsel is, they looked to the TransparentNevada.org. There are three other occupational licensing boards comparable to ours, which are the Medical Board, the Nursing Board and the Pharmacy Board who all have in-house counsel. They asked me to gather the information on what the salaries and benefit packages are and what was paid out. That information was provided to the Budget and Finance Committee, along with they wanted to know any additional expenses the Board would incur should they go with in-house counsel versus outside that we don't pay currently like workers comp, employment taxes, office supplies, overhead. All of those items. That was all provided to the Budget and Finance Committee on August 18th and they are making recommendations to the Board on September 23.

The corrective action plan was filed. Out of the 12 recommendations that were accepted, eight have been fully implemented, four are partially implemented because they need further Board review and approval which will happen on September 23. Then, we just have the remaining recommendation that may require a statute change.

Governor: And you understand at least in the version of the statute that I'm looking at, it's not the Board but the Attorney General that has the sole discretion to serve as legal counsel for the Board at any time in any and all matters.

Debra Schaffer-Kugel: Correct, that's in our statutes.

Governor: Again, the Board—and I don't want to speak for the Attorney General and I'm not intending to open up a conversation on that but at the end of the day, regardless of what the Board decides, it's up to the Attorney General whether the Attorney General's Office serves as counsel or whether you choose to have in-house or contract with an outside firm.

Debra Schaffer-Kugel: Correct.

Governor: As I said, I am hearing all of this information for the first time. I haven't had a chance to see the Board's response to the performance audit. A very important piece of that response in that audit has to do with the very issue that we're discussing today, that's on the agenda with regard to attorney fees. I'd like the benefit of having seen that before I act on this contract. Mr. Attorney General.

Attorney General: Thank you, Governor. I'd like to echo the question of the Governor, whether you all are willing to hold this for a month. I know speaking for myself, I'm not willing to make this decision on the fly with this many variables open. If you would consider that, that would be great. If not, I'm inclined to not support as well today.

Governor: Madam Secretary, do you have any questions or comments?

Secretary of State: I do Governor, thank you. I thank you for the information today but again, I wasn't one of the originals that voted on this to begin with, and just having this new information brought, I have not seen the response from your Board. I think it would be very prudent on our part too—we just got this and so for us to be able to have the response, I think would only be logical for us to look through that and then if there any other questions to do that. I do agree with the Governor. I think it should be held today and bring it back to us and we can have questions answered.

Governor: Ms. Schaffer, do you have any further presentation you'd like to make?

Debra Schaffer-Kugel: No, I just have a question. I assume I would proceed with the recommendations from the Budget and Finance Committee on September 23?

Governor: I can't—you got a lawyer for that.

Debra Schaffer-Kugel: Right, okay.

Governor: I just would like to have the benefit of your response or the Board's response to the performance audit and perhaps have in writing what you presented today and also encourage you to take some time to sit down with my Chief of Staff to respond to any other questions.

Debra Schaffer-Kugel: Okay, thank you so much.

Attorney General: Governor, I'd also just like to add that we are available always to pick up some of these duties that you're outsourcing. We're happy to be part of that conversation as well as Board Counsel and certain things. We don't know the workload that this law firm provides, we'd have to look at that, whether we could pick the whole thing up. We definitely would like to be part of that conversation to see how we can try to help defray some of these costs potentially.

Governor: Ms. Schaffer, may I ask you the question, so would it be your preference to have this matter continued until the next meeting of the Board of Examiners?

Debra Schaffer-Kugel: Yes, please.

Governor: Okay, thank you. Board Members, before I take a motion, any other questions with regard to the contracts included in agenda item number 10? If there are none, the Chair will accept a motion to approve Contracts 1-37 and 39.

Secretary of State: So moved.

Governor: Secretary of State has moved for approval. Is there a second?

Attorney General: I second.

Governor: Attorney General has seconded the motion. Any questions or discussion on the motion? The motion passed unanimously. Just for purposes of the record, Contract 38 will continue until the next meeting of the Board of Examiners.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

***11. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

Governor: Let's move on to agenda item number 11, Master Service Agreements. Mr. Wells.

Clerk: Thank you, Governor. There are two Master Service Agreements (MSA) in Exhibit 3 for approval by the Board this morning. Members have requested information on these two MSAs and purchasing representatives are available to answer questions.

Governor: Madam Secretary, my understanding is you had asked to have this item held?

Secretary of State: I did. I'm just curious, somebody who like my two colleagues up there that travel all over the state, the one service that works the best and most reliable is Verizon, that we can use it everywhere. I'm just kind of confused. If somebody can tell me, I understand that now we're going to let all the agencies decide what is best for them. I wondered when those service contracts were up when we could do that. Just wanted a little feedback on the two entities and what we were looking at as a State. Again, access is the most important thing for any of us when we're out in the rural communities and even some of the areas up in Lake Tahoe, it's hard to get service. I just wondered what we're doing. Again, our agency has AT&T phones but I have a personal one that is Verizon and I can get pretty much any place in the State and as I travel nationally too. I'm just curious as to what we're looking at as a State.

Jeff Haag: Thank you Madam Secretary. Jeff Haag for the record. I'm the Administrator of the Purchasing Division. Appreciate your questions. We're really focused on choice in purchasing as it relates to our wireless service. This is two of three contracts available with wireless providers. We make discount agreements available through both AT&T, Verizon and Sprint. Obviously, AT&T and Verizon are up for renewals today, extending the time period and adding money.

To your point and as you see on the dollar amounts authorized for these contracts, Verizon is the most popular within the State and that's a result of the coverage they provide. However, all state agencies and local government, including your office, have access to buy from any of the three wireless contracts that are available.

Secretary of State: Do you know when those contracts are all coming up now, is it for everybody or are we all different?

Jeff Haag: Good question. Jeff Haag for the record. They have all recently been extended to expire on June 30, 2019. That coincides with the master agreement that we participate on through Value Point, which is a cooperative purchasing agreement, an organization that we participate in. All of these agreements, including one with Sprint that was approved by a previous Board of Examiner's, expire in June 2019.

Secretary of State: What happens if you get more requests for one of the three than the others and we're still obligated to pay the amount, correct?

Jeff Haag: No ma'am. Again, Jeff Haag for the record. There's no obligation to these dollar amounts. This is a not to exceed amount within the contracts. These dollar amounts that you see here are projections based on historical spend on these contracts. Again, all three wireless contracts are used extensively, both with executive branch agencies and local government as well. The dollar amounts you see here are not an obligation but rather a projection of what we feel future spend will be on each respective contract.

Secretary of State: Okay. Thank you. Thank you, Governor.

Governor: Are there any further questions?

Attorney General: Move to approve.

Governor: Thank you. The Attorney General has moved to approve the Master Service Agreements presented in agenda item number 11, is there a second?

Secretary of State: Reluctantly a second.

Governor: Secretary of State has seconded the motion, any questions or discussion. The motion passed unanimously.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

12. 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 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 July 20, 2016, through August 23, 2016.

- This item includes a contract amendment between the Board of Audiology & Speech Pathology and Paula L. Berkley which was inadvertently missed on the February 9, 2016, meeting. The contract was approved on January 11, 2016, and is now being submitted for review. ***This item relates to contract #37 under Agenda item 10.**
- This item includes a contract between the Department of Education and David Leitner DBA Pacific Research Associates which was inadvertently missed on the July 12, 2016, meeting. The contract was approved on May 22, 2016, and is now being submitted for review. ***This item relates to contract #7 under Agenda item 10.**

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

Clerk: Thank you, Governor. There were 26 contracts under the \$50,000 threshold that were approved by the Clerk between July 20 and August 23. This item is informational only and there were no requests for additional information from any of the Members. There are two information contracts that were inadvertently missed on previous BOE meetings. Contract 26 should have been an information item in February and Contract 10 should've been an information item on the July agenda. The first item, number 26 was approved on January 11 and relates to the second amendment of this contract which is number 37 under agenda item number 10. The second contract was approved on May 19 and also relates to an amendment which is contract number 7 under agenda item number 10. We're just cleaning up a couple of contracts that somehow did not get put on the agenda correctly.

Governor: Thank you. Board Members any questions with regard to agenda item number 12? Hearing none, we'll move on.

13. INFORMATION ITEM

A. Fiscal Year 2016 – 4th Quarter Overtime Report

Governor: Let's move to agenda item 13, another information item. Mr. Wells.

Clerk: Thank you, Governor. There is one information item under agenda item 13, it is the report of overtime for the fourth quarter of fiscal year 2016. Overtime pay and accrued compensation, compensatory leave accounted for a total of \$36.4 million or 3.84% of base pay for fiscal year 2016, that is a 19.6% increase over the amount from FY 2015. As usual, the high dollar amounts were the Department of Corrections at \$10.9 million and the Department of Health and Human Services at \$9.2 million. At the Department of Corrections, as you can guess, most of the overtime and comp time is driven by the large institutions, as well as medical personnel.

The highest as a percentage of total pay for the year is the Department of Public Safety at 8.19%. Again, followed up closely by the Department of Corrections at 7.94%. The top three increases by dollar from the fiscal year 2015 to 2016 were Corrections at \$3.3 million, Health and Human Services at \$1.2 million and the Department of Transportation at just over a million dollars. Only one department has decreased their overtime by more than \$100,000 from fiscal 2015 to 2016. That's the Department of Administration which is about \$400,000. That is down from prior quarters where DETR and Veteran Services also had decreases of more than \$100,000.

As certain organizations have overtime trends that are different in the two years of the biennium, we also compare the fiscal year 2016 to the fiscal year 2014. For those two periods, Corrections increased by \$5.5 million, Health and Human Services increased by \$2.1million, Transportation increased by \$1.5 million and Administration increased by \$16,000. Of the ones dropping off the list, Public Safety increased by \$1.1 million, Employment Training and Rehabilitation decreased by \$52,000. Veterans Services decreased by \$105,813.

As far as trends, we see three-year trends of the Departments of Health and Human Services, Corrections, Public Safety and Transportation increasing and the only opposite, Military is on a three-year decreasing trend. Most of the other agencies are either small increases, decreases or there're no discernable trends. That is the story of overtime for the fiscal year 2016. I'd be happy to answer any questions.

Governor: Thank you, Mr. Wells. Any questions from Board Members? Hearing none, I appreciate that.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

There were no public comments.

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Governor: Is there a motion to adjourn?

Attorney General: Move to adjourn.

Secretary of State: I second it.

Governor: The Attorney General has moved to adjourn. The Secretary of State has seconded the motion. The motion passed unanimously. This meeting is adjourned, thank you, ladies and gentlemen.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Respectfully submitted,

JAMES R. WELLS, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN


ATTORNEY GENERAL ADAM PAUL LAXALT

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
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: September 19, 2016
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Melanie Young, 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.

**APPROVAL OF SETTLEMENT AGREEMENT WITH THE INSURANCE COMPANY
OF THE STATE OF PENNSYLVANIA**

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.

The Office of the Nevada Attorney General

Agenda Item Write-up:

The Office of the Attorney General requests the Board of Examiners approve a settlement agreement and release between the Insurance Company of the State of Pennsylvania (ICSOP) and the State of Nevada for acceptance and approval of the agreement where ICSOP will pay \$300,000 to the State of Nevada for recovery of litigation costs associated with the lawsuit with the City of San Francisco.

Additional Information:

The Insurance Company of the State of Pennsylvania issued multiple Special Excess Liability Policies for Public Entities during the time period of September 1, 2007 to September 1, 2015. On or about April 1, 2015 Nevada tendered an action to ICSOP for a defense and indemnity under the policies for the lawsuit filed in the Superior Court of the State of California, Case No

CGC-13-534108. Nevada sought recovery of its defense costs and settlement funds from ICSOP under the policies.

Settlement Agreement is attached.

Statutory Authority:

Article 5, Section 21 of the Nevada Constitution

<p>REVIEWED: _____</p> <p>ACTION ITEM: _____</p>
--

RECEIVED

SEP 13 2016

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made by and between the following parties effective on the date of the last signature, below:

1. The Insurance Company of the State of Pennsylvania ("ICSOP");
2. State of Nevada ("Nevada") on behalf of itself and on behalf of all agencies, divisions, agents, representatives, and employees named or implicated in the Underlying Action (defined below)¹ (ICSOP and Nevada are sometimes collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS ICSOP issued "Special Excess Liability Polic[ies] for Public Entities" (hereinafter "the Policies") to the State of Nevada as follows:

Policy Number	Effective Dates
7251733	September 1, 2007 to September 1, 2008
7251885	September 1, 2008 to September 1, 2009
6907950	September 1, 2009 to September 1, 2010
37723008	September 1, 2010 to September 1, 2015

(renewed on an annual basis)

¹ These entities and individuals include, but are not limited to: Nevada Department of Health and Human Services, Richard Whitley in his official capacity as Director of DHHS, Southern Nevada Adult Mental Health Services, Joanne Malay in her official capacity as Hospital Administrator of SNAMHS, Michael J. Willden in his official capacity as Director of DHHS, Nevada Division of Mental Health & Developmental Services (a division of DHHS), Richard Whitley in his official capacity as Administrator of MHDS, Rawson-Neal Psychiatric Hospital, Chelsea Szklany in her official capacity as Hospital Administrator for SNAMHS and Rawson-Neal Psychiatric Hospital

- B. WHEREAS on or about September 10, 2013, a lawsuit was filed in the Superior Court of the State of California styled *The City and County of San Francisco v. State of Nevada*, et al., Case No. CGC-13-534108, (hereinafter “the Underlying Action”);
- C. WHEREAS, on or about April 1, 2015, Nevada tendered the Underlying Action to ICSOP for a defense and indemnity under the Policies;
- D. WHEREAS, on or about May 1, 2015, ICSOP disclaimed coverage for the Underlying Action, based on the reasons set forth in a disclaimer letter of said date (hereinafter the “Disclaimer”);
- E. WHEREAS, Nevada thereafter settled the Underlying Action, and then sought recovery of its defense costs and settlement funds from ICSOP under the Policies (hereinafter the “Coverage Dispute”);
- F. WHEREAS, on or about July 6, 2016, Nevada filed an action in the District Court of Clark County, Nevada, styled *State of Nevada v. The Insurance Company of the State of Pennsylvania; DOE Persons 1 through 10; DOE Entities 1 through 10; DOE Corporations 1 through 10*; Case Number A-16-739570-C (hereinafter the “Coverage Litigation”);
- G. WHEREAS on or about August 3, 2016, ICSOP removed the Coverage Litigation to the United States District Court for the District of Nevada, which case was assigned case number 2:16-cv-01838;
- H. WHEREAS the Parties seek to fully and finally resolve any and all actual or alleged claims, disputes and obligations that allegedly do or could exist as a result of, in connection with, related to, or arising out of
1. the Underlying Action;

2. the Disclaimer;
3. the Coverage Dispute; and
4. the Coverage Litigation;

with each of the foregoing Items H.1. through H.4. collectively referred to as "the Released Subject Matter";

I. NOW, THEREFORE, in consideration of the mutual covenants, undertakings, representations and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Consideration.** ICSOP will pay to Nevada the amount of Three-Hundred-Thousand Dollars (\$300,000.00), the sufficiency of which is hereby acknowledged. This amount will be paid by check payable to: "Office of the Nevada Attorney General, c/o State of Nevada Treasurer, Budget Account 6181, GL 4586" within twenty-five (25) days of ICSOP's notice of receipt of the State of Nevada's Board of Examiner's Approval of this Agreement. Delivery of payment is contingent on delivery to counsel for ICSOP of an original signed version of this Agreement and a Dismissal with Prejudice (addressed below in paragraph 4) signed by Nevada's counsel.

2. **Release.** In consideration of the payment by ICSOP identified in Paragraph 1., Nevada hereby fully releases, forever acquits and discharges, and covenants not to sue ICSOP and all affiliated, related, subsidiary, sister and parent companies, together with their stockholders, officers, principals, directors, employees, servants, representatives, agents, heirs, attorneys, executors, administrators, assigns, predecessors and successors and any other persons or entities who are or arguably may be liable, from any and all claims, demands, damages, rights, causes of

action, liabilities, debts, obligations of any kind and nature, past, present or future, known or unknown, existing or claimed to exist in any manner, connected with, based upon, arising out of or related to the Released Subject Matter. The foregoing release, discharge and acquittal of ICSOP in connection with the Released Subject Matter shall also include but not be limited to any claim of any kind or nature for or related to the Released Subject Matter.

3. Settlement Contingent on Approval. The terms of this Agreement shall become effective and enforceable upon the Nevada Board of Examiners' approval of the monetary payment made by ICSOP to Nevada described in Paragraph 1. Should the Nevada Board of Examiners fail to approve that monetary payment when this Settlement is presented to it, then this Agreement shall become void.

4. Dismissal with Prejudice. Concurrently with the delivery of the payment described in Paragraph 1, counsel for Nevada shall deliver to counsel for ICSOP an executed Stipulation for Order of Dismissal with Prejudice of the Coverage Litigation. Nevada hereby authorizes counsel for ICSOP to file said Stipulation with the Court and enter it as a matter of record upon receipt.

5. Indemnification/Hold Harmless. In further consideration of the payments by ICSOP identified in Paragraph 1, and the promises contained in this Agreement, Nevada hereby agrees to defend, indemnify, and hold harmless ICSOP regarding any claim against ICSOP made by any person involving, arising from, or relating to the Released Subject Matter. The defense referred to in this subsection extends to all costs, expenses, and sanctions, including attorneys' fees incurred after the effective date of this Agreement in defending against all Released Subject Matter.

As a condition precedent to any indemnification of ICSOP by Nevada in connection with the Released Subject Matter, ICSOP shall promptly forward to Nevada any such demand, notice, summons, or other process identifying a claim received by ICSOP, or its representatives.

6. **Representations and Warranties.** The Parties each represent and warrant that:
- a. they own the rights released herein on their behalf and have not assigned or transferred or purported to assign or transfer any of such rights to any other person or entity;
 - b. they are fully authorized to sign this Agreement;
 - c. they have carefully read and understand the contents of this Agreement;
 - d. they have taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary (other than those actions described in this Agreement including approval by the Nevada Board of Examiners);
 - e. Nevada will take any and all necessary steps required by statute, ordinance, regulation or Constitution for the approval of the release and settlement herein, and;
 - f. they have had the opportunity to consult with independent counsel regarding the terms of this Agreement.
7. **No Admission.** ICSOP and Nevada expressly agree that neither the negotiation, performance, terms, or conditions of this Agreement, nor the payments made by ICSOP identified in Paragraph 1 shall be deemed or construed in any manner whatsoever as an admission of liability on the part of ICSOP. By entering into this Agreement, both parties

acknowledge that they do not intend to make, nor shall they be deemed to have made, any admission of any kind.

8. Construction. The Parties have negotiated this Agreement at arm's length with the advice of counsel, and it shall not be more stringently or presumptively construed against any one of the Parties. Any rule of construction that ambiguities are to be construed against the drafter of a document shall not apply to the interpretation of this Agreement.

9. Protection Afforded. This Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise under Rule 408 of the Federal Rules of Evidence and any similar state law provision.

10. Third Parties. Nothing contained within this Agreement shall be deemed to create any rights enforceable by third parties, including but not limited to third party beneficiary rights.

11. Use of Agreement. The Parties agree that, except for a legal proceeding that may be necessary to enforce this Agreement, neither this Agreement nor its terms and conditions shall be voluntarily offered into evidence or otherwise utilized in any litigation, legal proceeding, lawsuit, arbitration or action, and agree that this Agreement may not be used in any proceeding as evidence of the respective rights, duties or obligations of ICSOP under any policies issued to Nevada. Nothing contained in this paragraph shall be interpreted to restrict the right of the Parties to provide proof as to the fact (as opposed to the terms) of the settlement and release provided herein.

It is expressly agreed and acknowledged that this Agreement shall not be a basis to argue that any rights, terms, or obligations existing under any policy issued to Nevada by ICSOP, other than the Policies addressed herein, have been acknowledged or waived by ICSOP for any past,

pending, or future claims, demands, causes of action, or suits not within the Released Subject Matter.

12. Binding on Successors, Heirs and Assigns. This Agreement binds and inures to the benefit of ICSOP and Nevada, and to any other person or entity claiming status either as a successor, heir or assign of any of them.

13. Entire Agreement. This Agreement constitutes the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements between them, either written or oral, on the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument designated as an amendment under this Agreement and executed by the Parties. Except as explicitly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or any of the conditions or terms thereof.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Nevada, without regard to any conflicts of law rules otherwise applicable under any state's law.

15. Headings. The headings of paragraphs are designated to facilitate ready reference to subject matter and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language contained in this Agreement.

16. No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Severability. This Agreement is contractual and not a mere recital. A finding of invalidity as to any provision or section of this Agreement shall only void that provision or section, and no other. This Agreement shall be construed as if the invalid provision or section was not contained in this Agreement.

18. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one and the same instrument and agreement.

19. Non-Disparagement. Nevada and ICSOP agree that they shall not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the Parties hereto. For the purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication or representation to question the business condition, integrity, competence, good character, or product quality of the person about whom the communication or representation is made.

20. Notice. Any notice required to be provided under this Agreement shall be effective only if provided in writing by registered or certified mail return receipt requested, addressed as follows:

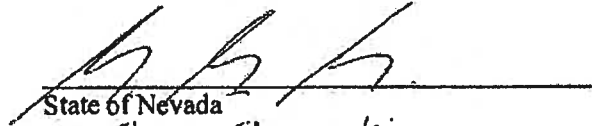
To ICSOP: Howard J. Russell
 WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
 6385 South Rainbow Blvd
 Suite 400
 Las Vegas, NV 89118

To Nevada: Steve Shevorski, Esq.
 Head of Complex Litigation
 555 E. Washington Avenue
 Las Vegas, NV 89101

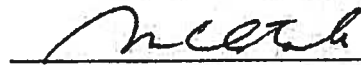
or such other address or email address as each of the Parties may hereafter specify by notice to the other Parties. Any notice given in accordance with this Section shall be deemed given and received on the later of ten (10) days after mailing or upon receipt.

IN WITNESS WHEREOF, the undersigned execute this Agreement.

DATED: 9/13/16


State of Nevada
By: Steve Shevovski
Title: Head of Complex Lit., Office of Attorney General

DATED: 9/13/16

AIG Claims, Inc. on behalf of

The Insurance Company of the State of Pennsylvania
By: Steven Muhlstock
Title: AVP

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 | Fax: (775) 684-0260

Date: August 26, 2016
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Curtis Palmer, Budget Analyst *CP*
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.

**NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
FORESTRY DIVISION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Nevada Department of Conservation and Natural Resources, Forestry Division, requests approval to purchase 20 new vehicles in Fiscal Year 2017 in the amount of \$1,153,753.

Additional Information:

The department seeks approval to purchase 20 new vehicles. The department will replace 17 vehicles that have reached or exceeded the mileage and/or age replacement schedule criteria of SAM 1309, and purchase three new vehicles. The vehicles are used as part of the mission of the department. The vehicle purchase was legislatively approved in the 2015-17 Biennium for purchase during Fiscal Year 2017.

The Analyst asked the agency for current vehicles quotes who in turn asked State Purchasing. State Purchasing advises that current vehicle quotes are out for bid and will not be available until October-November period of 2016. The agency requests approval of the Legislatively approved amount.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: <u>cmj</u>
ACTION ITEM: _____

DCNR - Forestry
 Vehicle Purchase
 Quantity = 20

BA 4195

Quantity	Replace	New	Unit Price	Extra Equip	Total	Notes
1	X			\$ 44,787	\$ 44,787	Replace Dodge 3/4 ton PU - Communication vehicle
5	X		\$ 33,995	\$ 24,913	\$ 294,540	Replace Command Sport Utility (1996, 1996, 1999, 2002, 2002)
6	X		\$ 27,785	\$ 29,088	\$ 341,238	Replace Command PU (1992, 1998, 1998, 1998, 1993, 1998)
				\$	\$ 680,565	

BA 4198

Quantity	Replace	New	Unit Price	Extra Equip	Total	Notes
5	X		\$ 27,785	\$ 26,559	\$ 271,720	Replace Command PU (1996, 1996, 1998, 1998, 1998, 1996)
3		X	\$ 27,554	\$ 39,602	\$ 201,468	Tow vehicle for mobile kitchen
				\$	\$ 473,188	

Grand Total \$ 1,153,753

LEO DROZDOFF, P.E., *Director*
Department of Conservation
And Natural Resources

BRIAN SANDOVAL
Governor

JOE FREELAND
State Forester Firewarden




STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY


2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

Date: August 17, 2016

MEMORANDUM

To: Curtis Palmer, Budget Analyst
Governor's Finance Office

Through: Dave Prather, Deputy Administrator 
Nevada Division of Forestry

From: Julie Kidd, Administrative Services Officer III 
Nevada Division of Forestry

Subject: Board of Examiners Request for Approval to Purchase State Vehicles

Pursuant to NRS 334.010, attached are five (5) completed Requests for Approval to Purchase a total of 20 State Vehicles. Please submit this request for placement on the agenda for the October Board of Examiners meeting.

Thank you in advance for your consideration of this request. Please advise if additional steps are necessary to process this request.

Purchase requests

NEBS L01

Schedule	ea	Other Ea	Total purchase request	Total YR 2	Desc		
4198	3/4 T Pickup	5	27,785	26,559	271,720	138,925	3/4 T Pickup
4198	1 T pickup	3	27,554	39,602	201,468	82,662	1 T pickup
						132,795	Other - F250
						118,806	Other - F550
			Total	473,188		473,188	Total



State of Nevada
Equipment Schedule

0/23/16 12:22 PM

Budget Period: 2015-2017 Biennium (FY16-17)
Budget Account: 4198 DCNR - FORESTRY CONSERVATION CAMPS
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E710	28	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	23	0	330.00	0	51	330.00	16,830
E710	28	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS. HIGH COST	21	0	1,258.00	0	30	1,258.00	37,740
E710	28	8371	HARDWARE-LAPTOP DOCKING STATION	22	0	350.00	0	2	350.00	700
E710	26	8371	HARDWARE-LAPTOP PC W OPERATING SYSTEM- ECONO MODEL	20	0	776.00	0	22	776.00	17,138
E711	05	8310	VEHICLE-FLEET-RNO/CC-3 1/2 4WD TRUCK 3/4 T. CRW CAB, 5 BD	5	0	28,976.00	0	5	27,785.00	138,925
E711	05	8260	VEHICLE-FLEET-RNO/CC-3 6 4WD CAB&CHASSIS w/IT,DRW, -15 000GVW	3	0	28,751.00	0	3	27,554.00	82,662
E710	05	7460	CHAINSAW REPAIRS	12	60	375.00	30,000	60	375.00	30,000
E710	05	7466	STIHL CHAINSAW	11	80	1,043.00	83,440	80	1,043.00	83,440
E710	05	8271	HANDHELD RADIO	13	0	0.00	0	36	2,384.00	88,824
E711	05	8271	F-250 EQUIPMENT	6	0	0.00	0	5	26,559.00	132,795
E711	05	7460	F-550 EQUIPMENT	4	0	0.00	0	3	39,602.00	118,806
E711	05	7465	SHOP EQUIPMENT	9	0	0.00	0	1	31,485.00	31,485
E711	05	8220	SONOMA KITCHEN	2	0	0.00	0	3	78,224.00	234,672
E711	05	7466	SATELLITE PHONE	10	0	0.00	0	9	1,241.00	11,169

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: DCNR Division of Forestry	Budget Account #: 4198	
Contact Name: Gabe Strouse	Telephone Number: 775-350-0581	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: 5 Amount of the request: \$271,720.00 Is the requested vehicle(s) new or used: New Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <small>Pick up</small>		
Mission of the requested vehicle(s): Command vehicle to protect life and property on emergency incidents statewide.		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E-711 One-Shot appropriation If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 5 Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. No. Pick-ups do not qualify for smart-way or smart way elite.		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Please see attached Odometer Reading: Type of Vehicle: Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
 _____ Agency Appointing Authority	 _____ Title	8/18/16 _____ Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____ Board of Examiners	_____ Date	

Revised 7/13/10

4198-5

Current Vehicle Information:

Vehicle #1 Model Year: 1996
Odometer Reading: 194108
Type of Vehicle: Command vehicle pick-up



²
Vehicle #~~1~~ Model Year: 1996
Odometer Reading: 155421
Type of Vehicle: Command vehicle pick-up

³
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 149211
Type of Vehicle: Command vehicle pick-up

⁴
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 156384
Type of Vehicle: Command vehicle pick-up

⁵
Vehicle #~~1~~ Model Year: 1996
Odometer Reading: 171394
Type of Vehicle: Command vehicle pick-up

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: DCNR Division of Forestry	Budget Account #: 4198
Contact Name: Gabe Strouse	Telephone Number: 775-350-0581
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: 3 Amount of the request: \$201,488.00	
Is the requested vehicle(s) new or used: New	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:	
Mission of the requested vehicle(s): <small>Pick-up</small> Tow vehicle needed for the mobile kitchen trailers utilized to prepare meals for emergency incidents around the state.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E-711 One-Shot appropriation If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> 3 Addition(s) <input type="checkbox"/> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. No. Pick-ups do not qualify for smart-way or smart way elite.	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL:	
 Agency Appointing Authority	 Title
Date: 8/18/16	
BOARD OF EXAMINERS' APPROVAL:	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
Board of Examiners	Date

Revised 7/13/10

Purchase requests

NEBS L01

	Schedule #	ea	Other Ea	Total purchase request	Total YR 2	Desc
Communication						Communications
4195 Vehicle	1	-	44,787	44,787	44,787	Vehicle
4195 Pickups	6	27,785	29,088	341,238	166,710	Pickups
4195 SUV	5	33,995	24,913	294,540	169,975	SUVs
					319,968	Other
			Total	680,565	701,440	Total
			Excess	20,875		
				701,440		

State of Nevada
Equipment Schedule



8/23/16 12:00 PM

Budget Period: 2015-2017 Biennium (FY16-17)
Budget Account: 4193 DCNR - FORESTRY
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

DU	Comp	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E228	28	8371	APPLE IPAD AIR WIFI + 4G LTE - 128GB (HARDWARE ONLY)	180	1	929.00	929	0	929.00	0
E228	28	8371	HARDWARE-DESKTOP/CADD WORKSTATION W/MONITOR HIGH END	185	1	4,711.00	4,711	0	4,711.00	0
E228	28	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	180	1	330.00	330	0	330.00	0
E710	28	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	20	0	1,258.00	0	17	1,258.00	21,388
E710	28	8371	HARDWARE-LAPTOP DOCKING STATION	50	0	350.00	0	6	350.00	2,100
E710	28	8371	HARDWARE-LAPTOP PC W OPERATING SYSTEM- ECONO MODEL	45	0	779.00	0	10	779.00	7,790
E710	28	8371	HARDWARE-DESKTOP/CADD WORKSTATION W/MONITOR HIGH END	35	0	4,711.00	0	3	4,711.00	14,133
E710	28	8371	HARDWARE-PRINTER NETWORK LASER JET COLOR MED DTY	105	0	2,874.00	0	5	2,874.00	14,370
E710	28	8371	HARDWARE-PRINTER NETWORK LASER JET MONO MED DUTY	110	0	1,388.00	0	3	1,388.00	4,164
E710	28	8370	HARDWARE-SERVER SITE FILE PRINT / MEDIUM AGENCY	95	0	8,511.00	0	8	8,511.00	68,088
E710	28	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	85	0	330.00	0	27	330.00	8,910
E710	32	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	80	0	330.00	0	4	330.00	1,320
E710	32	8370	HARDWARE-SERVER SITE FILE PRINT / MEDIUM AGENCY	115	0	8,511.00	0	1	8,511.00	8,511
E710	32	8371	HARDWARE-DESKTOP/CADD WORKSTATION W/MONITOR HIGH END	40	0	4,711.00	0	2	4,711.00	9,422
E710	32	8371	HARDWARE-LAPTOP DOCKING STATION	80	0	350.00	0	2	350.00	700
E710	32	8371	HARDWARE-LAPTOP PC W OPERATING SYSTEM- ECONO MODEL	85	0	779.00	0	2	779.00	1,558
E710	33	8371	HARDWARE-LAPTOP PC W OPERATING SYSTEM- ECONO MODEL	55	0	779.00	0	1	779.00	779
E710	33	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	30	0	1,258.00	0	3	1,258.00	3,774
E710	33	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	75	0	330.00	0	5	330.00	1,650
E710	33	8371	HARDWARE-LAPTOP DOCKING STATION	90	0	350.00	0	1	350.00	350
E711	06	8310	VEHICLE-FLEET-RNO/CC-2.13 4WD TRUCK 3/4 T.CRW CAB 8 BD	5	0	26,976.00	0	6	27,785.00	166,710
E711	06	8310	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH 1/2 TON, 4X4, 6 DOOR, 5-8 PASS	6	0	33,005.00	0	5	33,995.00	169,975
E711	26	8370	APPLE IPAD AIR WIFI + 4G LTE - 64GB (HARDWARE ONLY)	14	0	829.00	0	5	829.00	4,145
B000	04	7480	MISC SHOP TOOLS	185	1	6,482.00	6,482	1	6,482.00	6,482
E228	26	7771	VARIOUS SOFTWARE <35,000	170	1	2,050.00	2,050	1	2,050.00	2,050
E710	05	7485	CHAINSAW	155	15	1,043.00	15,645	0	0.00	0
E710	05	7480	CHAINSAW REFURB	160	15	375.00	5,625	0	0.00	0
E710	26	8370	HP DESIGNJET PLOTTER	175	0	0.00	0	1	5,074.00	5,074
E711	05	8271	RANGELAND SEED DRILL TRAILORS	12	0	0.00	0	1	4,445.00	4,445
E711	05	8271	HEAVY DUTY CHIPPER	10	0	0.00	0	1	59,188.00	59,188
E711	05	8251	ICE MACHINE	15	0	0.00	0	3	3,245.00	9,735
E711	05	8271	PICK UP EQUIPMENT	7	0	0.00	0	1	29,088.00	319,968
E711	05	8271	HELICOPTER LEFT SEAT CONVERSION	13	0	0.00	0	1	40,000.00	40,000
E711	05	8271	COMMUNICATION VEHICLE	4	0	0.00	0	1	44,787.00	44,787
E711	05	7485	SHOP EQUIPMENT	195	0	0.00	0	1	5,827.00	5,827


* Camper shell not needed for SUV - Savings of \$20,875

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: DCNR Division of Forestry	Budget Account #: 4195
Contact Name: Gabe Strouse	Telephone Number: 775-350-0581
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$44,787.00</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <small>Pick-up</small>	
Mission of the requested vehicle(s): Communication vehicle needed to access mountain tops, to maintain our radio system which is used for statewide emergency communication.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E-711 One-Shot appropriation If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. No. Pick-ups do not qualify for smart-way or smart way elite.	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: 1996 Odometer Reading: 191,948 Type of Vehicle: Dodge 3/4 ton pick-up Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Agency Appointing Authority </div> <div style="text-align: center;">  Title </div> <div style="text-align: center;"> <u>8/18/18</u> Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase Board of Examiners _____ Date _____	

Revised 7/13/10

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: <u>DCNR - Forestry</u>	Budget Account #: <u>4195</u>	
Contact Name: <u>Gabe Strouse</u>	Telephone Number: <u>775-350-0581</u>	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>5</u> Amount of the request: <u>\$ 294,540.</u>		
Is the requested vehicle(s) new or used: <u>New</u>		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>SUV</u>		
Mission of the requested vehicle(s): <u>SUV to protect life + property on emergency incidents statewide</u>		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E-711</u> If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>5</u> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>No. SUV do not qualify.</u>		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: <u>Please see attached</u> Odometer Reading: Type of Vehicle: Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. <u>yes</u> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
	<u>DEPUTY ADMINISTRATOR</u>	<u>8/25/16</u>
Agency Appointing Authority	Title	Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners _____	Date _____	

Revised 7/13/10

4195-5

Current Vehicle Information:

Vehicle #1 Model Year: 1996
Odometer Reading: 146766
Type of Vehicle: Command sport utility

Vehicle #² Model Year: 1996
Odometer Reading: 136400
Type of Vehicle: Command sport utility

Vehicle #³ Model Year: 1999
Odometer Reading: 154331
Type of Vehicle Command sport utility:

Vehicle #⁴ Model Year: 2002
Odometer Reading: 137539
Type of Vehicle: Command sport utility

Vehicle #⁵ Model Year: 2002
Odometer Reading: 111714
Type of Vehicle: Command sport utility

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: <u>DCNR - Forestry</u>	Budget Account #: <u>495</u>
Contact Name: <u>Gabe Strouse</u>	Telephone Number: <u>775-350-0581</u>
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>6</u> Amount of the request: <u>\$341,238</u>	
Is the requested vehicle(s) new or used: <u>New</u>	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick-ups</u>	
Mission of the requested vehicle(s): <u>Command vehicle to protect life + property on emergency incidents statewide.</u>	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E-711</u> If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>6</u> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>No. Pickups do not qualify</u>	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: <u>Please see attached.</u>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. <u>Yes.</u>
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL:	
	<u>DEPUTY ADMINISTRATOR</u>
Agency Appointing Authority	Date <u>8/23/16</u>
BOARD OF EXAMINERS' APPROVAL:	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
Board of Examiners	Date

Revised 7/13/10

4195-4

Current Vehicle Information:

Vehicle #1 Model Year: 1992
Odometer Reading: 225524
Type of Vehicle: Command vehicle pick-up

²
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 111875
Type of Vehicle: Command vehicle pick-up

³
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 225549
Type of Vehicle: Command vehicle pick-up

⁴
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 202138
Type of Vehicle: Command vehicle pick-up

⁵
Vehicle #~~1~~ Model Year: 1993
Odometer Reading: 155520
Type of Vehicle: Command vehicle pick-up

⁶
Vehicle #~~1~~ Model Year: 1998
Odometer Reading: 138054
Type of Vehicle: Command vehicle pick-up

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 | Fax: (775) 684-0260

Date: September 8, 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.

DEPARTMENT OF PUBLIC SAFETY – FIRE MARSHAL'S OFFICE

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Public Safety, Fire Marshal's Office, requests approval to purchase a new replacement vehicle in FY 2017 in the amount of \$29,869.25 plus the cost of installation of special law enforcement equipment.

Additional Information:

The department seeks approval to purchase a new replacement vehicle in accordance with the agency's 2015-17 Legislatively Approved Budget. The vehicle was originally approved in the agency's budget at \$26,471 plus \$744 for installation of special equipment. A recent quote for the vehicle reveals that the actual cost of the vehicle will be \$29,869.25. The additional funding authority for the increased cost of the vehicle, additional equipment that was inadvertently omitted from the agency's original request and the associated installation of special equipment is being accommodated with savings identified in the agency's Information Services expenditure category and is provided for in work program C37760.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

Brian Sandoval
Governor




James M. Wright
Director

Peter J. Mulvihill, P.E.
State Fire Marshal

State Fire Marshal Division
Stewart Facility
107 Jacobsen Way
Carson City, NV 89711
(775) 684-7501 • Fax (775) 684-7518

MEMORANDUM

TO: Desirae Munns, Budget Analyst III
DPS Director's Office


FROM: Patrick Bowers, Administrative Services Officer I 

SUBJECT: Approval to purchase vehicles

DATE: September 06, 2016

Attached are the Board of Examiners Request for Approval to Purchase a State Vehicle forms pursuant to NRS 334.010. In SFY 17, the State Fire Marshal Division was legislatively approved to purchase one replacement vehicles thru decision unit E711. The original approved amounts are \$26,471 to replace one investigation vehicle based in Carson City. During the budgeting process, essential equipment and vehicle options were accidentally left out of the request. Work Program C37760 has been submitted for review to increase the original approved amount utilizing projected saving from category 17 – Contract Plan Reviews. If you have any questions, please feel free to contact me.

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: DPS - State Fire Marshal Division		Budget Account #: 3816
Contact Name: Patrick Bowers		Telephone Number: 775-684-7509
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>1</u>		Amount of the request: <u>\$29,869.25</u>
Is the requested vehicle(s) new or used: <u>New</u>		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:		
<u>(1) Pick up - Dodge Ram 2500 Crew Cab SWB 4X4 Gas</u>		
Mission of the requested vehicle(s):		
<small>Vehicle will be utilized for emergency response situations as well as towing the agency's fire prevention trailer to public events and fire safety/prevention training courses administered by the agency.</small>		
Were funds legislatively approved for the request?		If yes, please provide the decision unit number:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		E711 *See Below
		If no, please explain how the vehicles will be funded?
		<small>Work program C37780 has been submitted to increase the legislatively approved amount for options that were not included in the original budget request. Projected budget savings will be utilized, no additional general funds are requested</small>
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):		
<input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.		
No. This section is not applicable for emergency response vehicles.		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.
Current Vehicle Information: Vehicle #1 Model Year: <u>2008</u> Odometer Reading: <u>137,712</u> Type of Vehicle: <u>Pick up</u>		<u>Yes</u>
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
		<u>9/6/16</u>
Agency Appointing Authority		Title
		Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners		Date

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.13 – 2016 Dodge Ram 2500 Crew Cab SWB 4X4 Gas – DJ2L91		
Dealer Name:	Carson Dodge Chrysler Jeep		
Delivery Location:	Carson City		
Vehicle Colors:	Exterior: White	Interior: Dark Slate Gray	<input checked="" type="radio"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 24,800	\$24,800.0
SPECIFY OPTIONS: (description)			\$5,040.00
Chrome Appearance Group (AED)	1	\$ 761.00	
Four Wheel Drive	1	\$ 2,450.00	
Heavy Duty Alternator 180 AMP	1	\$ 85.00	
Limited Slip Differential	1	\$ 315.00	
Skid Plate W/ Tow Hooks 4x4	1	\$ 85.00	
Daytime Running Lamps	1	\$ 34.00	
LT 275/70R18E On Off Road Tires	1	\$ 191.00	
Uconnect Handsfree Communication	1	\$ 646.00	
Park View Rear Backup Camera	1	\$ 170.00	
Electronic Transfer Case	1	\$ 208.00	
LED Bed Lighting	1	\$ 85.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)	0	\$0	\$0
Total purchase price with options			\$ 29,840.00

DMV Title and DRS Fee's	1	\$29.25	\$ 29.25
GRAND TOTAL:			\$ 29,869.25

Registered Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
Legal Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
County Vehicle Based In:	Carson City
Name & Phone of Person to contact when vehicle is ready for delivery:	Lieutenant Mike Dzyak 775-684-7514

STANDARD PAGE/COST MATRIX ~ FLEET

(Use separate page for each package)

DEALER NAME: Carson Dodge C

Specify State's Vehicle Item Number: 2.13 Dodge Ram 2500 Crew Cab SWB 4x2-4x4 Gas		
<small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Dodge Ram 2500 Crew Gas, 2016, DJ2L91	\$24,800.00	\$25,100.00
State vehicle miles per gallon (MPG): N/A HD Truck		
State manufactures warranty: 3/36,000 COMPREHNSIVE AND 5/100,000 POWERTRAIN		
Specify engine size and emission rating: 5.7 LITER V-8; HD ULEV II		
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:		
Exterior Color: List available colors: Black Forest Green, Blue Streak, Silver, White, Brilliant Black, Delmonico Red, Flame Red, Granite Crystal, Lux Brown, Max Steel, True Blue		
Special production color available for \$383.00-Call dealer for colors.		
Seats, Cloth: List available colors: Dark Slate Gray		
GVW: 8800 # <small>(When Applicable)</small>		WHEELBASE: 149.0 <small>(When Applicable)</small>

OPTION PACKAGE PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME: Carson Dodge C

Specify State's Vehicle Item Number: 2.13 Dodge Ram 2500 Crew Cab SWB 4x2-4x4 Gas	
<small>(i.e. 1.1 Sedan. Full size; 4 door; 6 passenger)</small>	
Option Package Name/Code: Chrome Apperance Group (AED)	\$761.00
List Equipment Features Below: Chrome Front and Rear Bumpers, Chrome Grille and Steel Chrome Clad Wheels	

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME: Carson Dodge C

DEDUCT AMOUNT

ABS Brake System	STD	\$-
Air Conditioning	STD	\$-
Cruise Control	STD	\$-
Diesel Engine	See 2.13A	\$-
Engine Block Heater	N/A	\$-
Four Wheel Drive (4x4)	\$2,450.00	\$-
Heavy Duty Alternator	\$85.00 180 AMP	\$-
Hitch Receiver	STD	\$-
Integrated Trailer Brake (3/4 ton only)	\$238.00	\$-
Keyless Entry w/Fob (must have power door locks)	STD	\$-
Limited Slip Differential	\$315.00	\$-
Paint, Metallic	SEE PAINTS	\$-
Power Mirrors	STD	\$-
Power Locks	STD	\$-
Power Seats	N/A	\$-
Power Windows	STD	\$-
Radio; AM/FM Stereo, Cassette Player	AM/FM STD	\$-
Radio; AM/FM Stereo, Cassette Player, CD	CD \$166.00	\$-
Rear Window Wiper	N/A	\$-
Seats, Vinyl		(-\$425.00)
Vinyl Colors: SLATE GRAY		
Skid Plate W/ Tow Hooks 4x4	\$85.00	\$-
Tilt Steering	STD	\$-
Tire, Spare, Full Size-	STD	\$-
Trailer Tow Mirrors	\$153.00	\$-
Trailer Tow Package	STD	\$-
Daytime Running Lamps	\$34.00	
LT 275/70R18E ON OFF ROAD TIRES	\$191.00	
Rear Sliding Window	N/A	
Mopar Chrome Tube Steps	\$446.00	
HD Snow Plow Prep 4x4	\$115.00	
Uconnect Handsfree Communication	\$646.00	
Park Assist System	\$213.00	
Park View Rear Backup Camera	\$170.00	
Ram Cargo Box Mgmt System	\$1,101.00	
Aux Switches I/P Mounted	\$111.00	
6.4 Hemi V-8 Engine	\$1,150.00	
Electronic Transfer Case	\$208.00	
LED Bed Lighting	\$85.00	
Upfitter VISM Module	\$276.00	
Spray In Liner	\$404.00	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$300.00 per unit.

DPS - FIRE MARSHAL
101-3816

E711 EQUIPMENT REPLACEMENT

This request funds the replacement of three agency-owned vehicles, which exceed the mileage threshold.

	2013-2014 ACTUAL	2014-2015 WORK PROGRAM	2015-2016 LEGISLATIVE Y APPROVED	2016-2017 LEGISLATIVE Y APPROVED
RESOURCES:				
3610 CERTIFICATES	0	0	11,499	0
3711 PLAN REVIEW FEES	0	0	40,770	27,215
TOTAL RESOURCES:	0	0	52,269	27,215
EXPENDITURES:				
CATEGORY 05 EQUIPMENT:				
8271 SPECIAL EQUIPMENT <\$5,000 - A	0	0	744	744
8310 PICK-UPS, VANS - NEW	0	0	51,525	26,471
TOTAL FOR CATEGORY 05:	0	0	52,269	27,215
TOTAL EXPENDITURES:	0	0	52,269	27,215

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 | Fax: (775) 684-0260

Date: September 6, 2016
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Bessie J. Wooldridge, Budget Analyst
Budget Division *BW*
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 –
AGING AND DISABILITY SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the division requests to contract with a current employee, Monica Del Rocio Olmost, to assist families in accessing evidence-based behavioral therapy for children with Autism Spectrum Disorder effective October 12, 2016 to June 30, 2017.

Additional Information:

This position is difficult to recruit for as it requires certain skill sets, education, certification, and experience working with families of children diagnosed with Autism Spectrum Disorder (ASD). Without this position, children with ASD will not be able to access evidence-based therapy. Monica Del Rocio Olmost is a Registered Behavioral Therapist (RBT). The RBT is responsible for the implementation and tracking of individual treatment plans and daily goals of children with ASD under the supervision of a Board Certified Behavioral Analyst. Her current employment at the University of Nevada is with Admissions and Records.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____



STATE OF NEVADA
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 AGING AND DISABILITY SERVICES DIVISION

Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706

(775) 687-4210 • Fax (775) 687-0574
adsd@adsd.nv.gov

RICHARD WHITLEY
 Director

Edward Ableser, Ph.D.
 Administrator

BRIAN SANDOVAL
 Governor

August 25, 2016

To: James R. Wells, Director, Department of Administration

From: Edward Ableser, Ph. D., Administrator, Aging and Disability Services Division

Through: Richard Whitley, Director, Department of Health and Human Services

Subject: Authorization to Contract with a Current Employee, *Monica Del Rocio Olmos*

DAH for RN

The Aging and Disability Services Division would like to request to contract with a current employee, as per NRS 333.705. This request is on behalf of the Autism Treatment Assistance Program (ATAP) to assist families in accessing evidence-based behavior therapy for children with Autism Spectrum Disorder (ASD). Additionally, the current employee is a Registered Behavior Therapist (RBT). The RBT is responsible for the implementation and tracking of individual treatment plans and daily goals of children with ASD under the supervision of a Board Certified Behavior Analyst (BCBA), services to families and children. This position is difficult to recruit for as it requires certain skill sets, education, certification, and experience working with families of children diagnosed with ASD. Without this position, children with ASD will not be able to access evidence-based behavior therapy.

Current employee is working for the University of Nevada, Reno as a graduate assistant part time. She has a Bachelor of Science degree in Community Health Sciences and currently working on her Master's degree in Education-Special Education with an emphasis in Autism, both with the University of Nevada, Reno.

The "Authorization to Contract with a Current Employee" form is attached for review and consideration. Should you have any questions, please contact Julie Kotchevar at (775) 687-0583.

Aging and Disability Services Division
 Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706
 (775) 687-4210 ~ (775) 687-0574


Authorization to Contract with a Current Employee


Employee Name: Monica Del Rocio Olmos
Employee ID number: _____
Job Title: Graduate Assistant
Current Agency: University of Nevada-Reno
Current class and grade: _____
Employment Dates: August 2015-Present
Contracting Agency: Aging and Disability Services Division


Please check which of the following applies: <input checked="" type="checkbox"/> Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below. <input type="checkbox"/> 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.	Registered Behavior Technicians are responsible for the implementation and tracking of individual treatment plans and daily goals of children with ASD under the supervision of a Board Certified Behavior Analyst (BCBA). RBTs are responsible for creating a rapport with each learner; recording, graphing, and maintaining data to track skill acquisitions and changes in behavior; assisting in daily hygiene, ADL's, and toileting programs for learners if appropriate; implementing direct instruction on behavior reduction and skill acquisition as defined by the supervising BCBA, and creating materials for instructional treatment programs. Registered Behavior Technicians are responsible for maintaining ongoing professional and technical knowledge by attending all staff trainings.
b. Document the employee's current job description.	Admissions and Records at UNR-Maintain an email management system serving over 50,000 current students and alumni with a 24-48 hour response rate. Train new employees on the proper protocol and usage of email management system. Present to incoming and prospective students on enrollment services available and student portal access.
c. Explain how this differs from current State duties.	Does not provide Registered Behavior Technician services.
d. Explain why existing State employees within your agency cannot perform this function.	These positions are all contracted through a temp agency, no state employees perform these duties.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and	N/A

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$14.60
g. List the range of comparable State employee rates.	\$13.76-\$19.79 Developmental Support Technician 1 Grade 23
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	N/A
i. Identify the date and time the contract work will be performed.	20 hours per week Anticipated start date 10/12/2016
j. Identify the State employee's work schedule.	Schedule will vary based on the needs of the family.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	This agency has been provided the schedule days/hours employee works at UNR and will schedule accordingly.
l. Document the justification for hiring contractor.	It does require certain skill sets and experience working with children with Autism Spectrum Disorder (ASD).

Comments:

 9-8-14
 Contracting Agency Head's Signature and Date

 9/8/16
 Current Employee's Agency Head's Signature and Date

 9/8/2016
 Budget Analyst

 Clerk of the Board of Examiners



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 | Fax: (775) 684-0260

Date: September 6, 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 –
AGING AND DISABILITY SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the division requests to contract with a former employee, Kimberly Henkle, to assist families in accessing evidence-based behavioral therapy for children with Autism Spectrum Disorder effective October 12, 2016 to June 30, 2017.

Additional Information:

This position is difficult to recruit for as it requires certain skill sets, education, certification and experience working with families of children diagnosed with Autism Spectrum Disorder (ASD). Without this position, children with ASD will not be able to access evidence-based therapy. Kimberly Henkle is a Board Certified Assistant Behavioral Analyst (BCaBA) that will provide consultative services to families and children. The BCaBA certification is needed to provide evidence based early intensive behavioral intervention to children, their caregivers, as well as provide certification oversight to staff to become Registered Behavioral Therapists.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____



DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
3416 Goni Road, Suite D-132
Carson City, NV, 89706
Telephone (775) 687-4210 • Fax (775) 687-0574
<http://adsd.nv.gov>

August 25, 2016

To: James R. Wells, Director, Department of Administration
From: Edward Ableser, Ph.D., Administrator, Aging and Disability Services Division
Through: Richard Whitley, Director, Department of Health and Human Services
Subject: Authorization to Contract with a Former Employee, Kimberly Henkle

Handwritten initials: RW, JH, RW

The Aging and Disability Services Division would like to request to contract with a former employee, as per NRS 333.705. This request is on behalf of the Autism Treatment Assistance Program (ATAP) to assist families in accessing evidence-based behavior therapy for children with Autism Spectrum Disorder (ASD). Additionally, the former employee is a Board Certified Assistant Behavior Analyst (BCaBA) that will be providing consultative services to families and children. The BCaBA certification is needed to provide evidence based early intensive behavioral intervention to children, their caregivers, as well as provide certification oversight to staff to become Registered Behavior Therapists. This position is difficult to recruit for as it requires certain skill sets, education, certification, and experience working with families of children diagnosed with ASD. Without this position, children with ASD will not be able to access evidence-based behavior therapy.

This former employee is a Licensed Assistant Behavior Analyst with a B.A. in Liberal Arts. Currently a Master's student in the Behavior Analysis Graduate Program with UNR.

The "Authorization to Contract with a Former Employee" form is attached for review and consideration. Should you have any questions, please contact Julie Kotchevar at (775) 687-0583.


Authorization to Contract with a Former Employee


Former Employee Name: Kimberly Henkle
Former Employee ID number: _____
Former Job Title: Tutor
Former Employing Agency: University of Nevada Reno-Early Childhood Autism Program
Former Class and Grade: _____
Employment Dates: February 2013-2015
Contracting Agency: Aging and Disability Services Division

<p>Please check which of the following applies:</p> <p><input checked="" 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.</p> <p><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.</p>	
<p>a. Summarize scope of contract work.</p>	<p>The position will be responsible for planning, developing, providing and coordinating clinical behavioral services for children with autism under the direct supervision of a Licensed Behavior Analyst. Additionally, they will be expected to supervise lower level professionals who would operate under their license and implement clinical review systems.</p>
<p>b. Document former job description.</p>	<p>Provide one-on-one behavior analysis therapy to children diagnosed with Autism. Collecting data, attending team meetings.</p>
<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?</p>	<p>N/A</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>BCaBA positions are all contracted through a temp agency, no state employees perform these duties.</p>
<p>e. Document if the individual overseeing or establishing</p>	<p>N/A</p>

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> .	
f. List contractor's hourly rate.	\$65.00
g. List the range of comparable State employee rates.	Currently there is no equivalent classification for a Board Certified Assistant Behavior Analyst (BCaBA) and there is no comparable pay grade.
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.	It does require certain skill sets and experience working with children with Autism Spectrum Disorder (ASD).

Comments:

 ^{2nd} 8-29-14
 Contracting Agency Head's Signature and Date

 9/6/14
 Budget Analyst

 Clerk of the Board of Examiners

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 | Fax: (775) 684-0260

Date: September 13, 2016
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Tiffany Greenameyer, Budget Analyst *TG*
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 EMPLOYMENT, TRAINING AND REHABILITATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Employment, Training and Rehabilitation requests authority to contract with a former employee, Joe Ward, to assist in managing the current work load generated by the Unemployment Insurance Legal section effective October 11, 2016 to October 11, 2017.

Additional Information:

Mr. Ward will be assisting Employment Security Division with current workload, including representing the Division in Unemployment Insurance tax cases, unemployment eligibility cases appealed to the District and Supreme courts. Additionally, Mr. Ward will be providing legal counsel on legal, policy and contract issues division-wide.

Statutory Authority:

NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

RECEIVED

SEP 03 2016

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

BRIAN SANDOVAL
Governor

DON SODERBERG
Director

RENEE L. OLSON
Administrator

EMPLOYMENT SECURITY
DIVISION

Office of the Administrator



DETR

Nevada Department of Employment,
Training and Rehabilitation

~~GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION~~

~~SEP 01 2016~~

~~RECEIVED~~



MEMORANDUM

DATE: September 1, 2016
TO: James R. Wells, Clerk of the Board, Nevada Board of Examiners
FROM: Renée L. Olson, Administrator, Employment Security Division *Renée Olson*
SUBJECT: Authorization to Contract with a Former Employee

The Department of Employment, Training and Rehabilitation (DETR) / Employment Security Division (ESD) is requesting that an action item be placed on the October 2016 Board of Examiners' meeting agenda, requesting authority to contract with a former employee, as per NRS 333.705. The following is some background information regarding this request.

Mr. Joe Ward, former Attorney for ESD's Legal Unit, was separated from state service on March 1, 2016. Mr. Ward possesses expertise and experience in the areas of Unemployment Insurance (UI) tax cases, as well as with unemployment eligibility cases and UI law.

Mr. Ward will be assisting ESD's Legal Unit with managing the current workload generated by UI legal matters, including representing the Division in UI tax cases, unemployment eligibility cases appealed to the District and Supreme courts. Additionally, Mr. Ward will be providing legal counsel on legal, policy and contract issues division-wide.

DETR/ESD requests authorization to work with Mr. Ward as a contract employee. We are respectfully requesting authority to utilize him as a contractor for up to 100 hours per month at a rate of \$75 per hour. This will allow the Division to respond to fluctuations in the Legal Unit's workload in a timely fashion.

Attached please find a completed Authorization to Contract with a Former Employee form. Thank you for your consideration, and if you have any questions, please do not hesitate to contact me.

RLO:cg

cc: Don Soderberg, Director, DETR
Dennis Perea, Deputy Director, DETR
Jennifer McEntee, CFO, Financial Management, DETR
Tiffany Greenameyer, Budget Analyst, Governor's Finance Office, Budget Division

Authorization to Contract with a Former Employee

Former Employee Name: Joe Ward
Former Employee ID number: 008736
Former Job Title: Attorney
Former Employing Agency: Employment Security Division
Former Class and Grade: U4521, Grade Unclassified
Employment Dates: 11/09/2015-03/01/2016
Contracting Agency: Employment Security Division

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.	This contract provides temporary employee services for State agencies.
b. Document former job description.	Counsel was previously charged with representing the Division in complex Unemployment Insurance tax cases, as well as with unemployment eligibility cases appealed to the District and Supreme courts. Provided legal counsel to the division on legal and policy issues.
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, Federal and State regulations specific to the Employment Security Division are complex and specialized. Mr. Ward has expertise in this area and is familiar with the complexity of Unemployment Insurance and Workforce Development statute. There is not a clause in the contract for transfer of knowledge. The Division currently has an Attorney who is also familiar with Federal and State laws associated with ESD. The purpose for bringing on Mr. Ward is to help with the workload and volume of work that is more than one Attorney can accomplish at this time.
d. Explain why existing State employees within your agency cannot perform this function.	Current staff needs assistance with the volume of work and for a limited period of time.
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	No

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.	\$66.33-\$100.00
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?	Not Applicable
i. Document justification for hiring contractor.	The current volume of work exceeds the capacity of current staffing levels.

Comments:

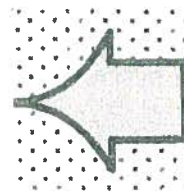
Renee Johnson 08.31.16

Contracting Agency Head's Signature and Date

Susan Brown

Budget Analyst

Clerk of the Board of Examiners





Manpower®

New hire enrollment form for State of Nevada

Employee Information	
Employee Name: Joe Ward Title: Attorney	Address: 2405 Merrill Road
Phone Number: 775-901-8056	City: Carson City State: NV
Social Security: 530-58-2818	Zip: 89706

Billing (Invoice)	
Agency: Employment Security Division	Address: 500 E Third Street
Attention To: Chris Chavez Title: Accounting Assistant III	City: Carson City State: NV Zip: 89701
Phone: 775-684-3886	Email address for invoice: cmchavez@nvdetr.org

Agency Contact (Worksite)	
Name: Laurie Trotter Title: Senior Attorney	Address: 1340 S Curry St.
Phone Number: 775-684-6320	City: Carson City State: NV
Email: l-trotter@nvdetr.org	Zip: 89703

HOURLY RATE \$75 START DATE: 10/11/2016 END DATE: 10/11/2017

Required to drive personal vehicle for employment purposes: YES NO

Required to drive State vehicle for employment purposes: YES NO

Check delivery: Agency Web (direct deposit) Global Cash Card Pickup in office

Agency Representative Name and title: Renée L. Olson, Administrator

Agency Rep Signature: 

Date: 08.31.16

CONTRACT SUMMARY

08/31/2016

Contractor: Joe Ward

**Employer: State of Nevada Department of Employment, Training & Rehabilitation
(DETR) / Employment Security Division (ESD)**

Contract Start Date: 10/11/2016

Contract End Date: 10/11/2017

Contract Administrator: Sonia Prazak

Prepared By: Sonia Prazak

General: This contract summary sets forth the general provisions of the contract terms between Joe Ward and DETR/ESD. Mr. Ward will assist the Legal Division of DETR in the position as an Attorney for a duration of one year, beginning on 10/11/2016, and not to exceed 100 hours of work per month. The rate for services will be set as \$75 per hour.




**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 | Fax: (775) 684-0260

Date: August 30, 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 a former employee, William Johnivan, who is employed by Diversified Consulting Services (DCS). DCS is proposing to use Mr. Johnivan as an Inspector Level 4.

Additional Information:

In June 2016 the Department of Transportation issued a Request for Proposals to engage a service provider to perform professional and technical engineering services and to provide construction management augmentation to Crew 903. DCS was the highest ranking firm that responded to the RFP. Mr. Johnivan retired from the state as an Engineering Technician 4. His highway construction management experience will be an asset to the project.

Statutory Authority:

NRS 333.705

REVIEWED:  _____
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201

MEMORANDUM

August 24, 2016

RECEIVED

AUG 25 2016

**GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director *RM*
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 retired state employee, Mr. William Johnivan. Mr. Johnivan, retired from state service on June 10, 2016. Diversified Consulting Services (DCS) is proposing to engage Mr. Johnivan to fill an Inspector Level IV position in the augmentation of NDOT Construction Crew 903 in overseeing NDOT Construction Contract 3629.

BACKGROUND

There is insufficient staff and expertise to successfully manage the workload, size and scope of the projects currently assigned to NDOT Construction Crew 903. In June of 2016 NDOT issued a Request for Proposals (RFP) to engage a service provider to perform professional and technical engineering services to provide construction management augmentation to Crew 903. This augmentation includes providing an Office Person, Inspectors and Testers to ensure the construction of the following project is accomplished in conformance with the plans, specifications, and all other contract documents:

- Contract 3629, Project NHP-015-1(156) – Remove and replace concrete pavement, replace fencing, seismic retrofit structures G-958 N/S and G-961 N/S, widen from 4 to 6 lanes and construct auxiliary lane additions on portions of I-15 from Craig to Speedway in the Las Vegas Valley.

NDOT has issued a Notice of Intent to award an agreement to Diversified Consulting Services (DCS) as the highest ranked firm responding to the RFP. DCS has proposed to utilize Mr. William Johnivan to fill the role of Inspector Level IV, a key role in overseeing the construction of the aforementioned project. Mr. Johnivan is very qualified and experienced in overseeing highway construction project activities, specifically in the Las Vegas Valley area.

Mr. Johnivan has had no influence or authority over the consultant procurement for this crew augmentation.

RECOMMENDATION

We respectfully request your consideration for approval for Diversified Consulting Services to engage Mr. William Johnivan to be Inspector Level IV on their staffing team to augment NDOT Construction Crew 903.

Authorization to Contract with a Former Employee

Former Employee Name:	<u>William Johnivan</u>
Former Employee ID number:	<u>06237</u>
Former Job Title:	<u>Engineering Technician IV</u>
Former Employing Agency:	<u>NV Department of Transportation</u>
Former Class and Grade:	<u>6.308 Eng Technician IV, Pay Grade 33-10</u>
Employment Dates:	<u>June 10, 1990 thru June 10, 2016</u>
Contracting Agency:	<u>NV Department of Transportation</u>

Please check which of the following applies:

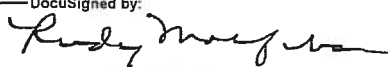
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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.	Augmentation of NDOT Construction crew to administer NDOT Contract on I-15 in Las Vegas, Nevada
b. Document former job description.	Engineering Technician IV on NDOT Crew 903 in District 1, responsible for inspection of construction activities on NDOT highway construction projects
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?	Mr. Johnivan is being proposed for this position because he has been involved significantly with the project specifics prior to the advertisement of the project for bid. While his knowledge is not specialized he has been involved with the development of the plans and specifications and has a lengthy history of working on highway construction projects in southern Nevada. A set of contract specific plans for a contract of this size takes time to review and understand, Mr Johnivan already has that knowledge and will be a great asset to the team.
d. Explain why existing State employees within your agency cannot perform this function.	The current staffing levels on Construction Crews in District 1 (Las Vegas) are not sufficient for current and anticipated construction 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 <u>NAC 284.750</u> .	There are no relationships between Mr. Johnivan, DCS staff and management or the NDOT Construction Division where the agreement is housed.

<p>f. List contractor's hourly rate.</p>	<p>Mr. Johnivan's hourly rate of pay to perform construction inspection on this project is estimate to be \$48. His billing rate is estimated to be \$135/hr.</p>
<p>g. List the range of comparable State employee rates.</p>	<p>The rate of pay at the top step Engineering Technician IV, 33-10, is \$29.97.</p>
<p>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?</p>	<p>The hourly rate of pay for a state employee does not represent the taxes, benefits, or other overhead costs to the State. A higher rate of pay is expected from the professional consultant community.</p>
<p>i. Document justification for hiring contractor.</p>	<p>Managing NDOT construction contracts is a critical task that requires many years of experience in construction and knowledge of NDOT policies and procedures. NDOT and the State of Nevada bare a high amount of risk with construction quality and public safety on their projects. An experienced construction inspector, with previous NDOT knowledge and experience will be a valuable asset and a cheap alternative to the potential legal actions against the State of Nevada.</p>

Comments:

DocuSigned by:

C4C7CE5CD58A445

Contracting Agency Head's Signature and Date



Budget Analyst

8/30/16

Clerk of the Board of Examiners

RFP 248-16-040
SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Project NHP-015-1(156), I-15 from Craig Road to Speedway Boulevard in Clark County is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER will provide an Office Person, up to five (5) Inspectors level IV, three (3) Testers, two (2) nuclear gauges, trucks and cell phones. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide a principal engineer (a.k.a. project manager) 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.

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.

The SERVICE PROVIDER shall use its own, or lease, vehicles which shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of this Project, 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, including but not limited to, Preventing Storm Water Pollution from Construction Activities, testing and inspection. Personnel provided for testing and inspection must be approved by the DEPARTMENT prior to performance of work on this project.

All testing personnel must meet and be certified under American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC.

The SERVICE PROVIDER shall provide all personnel assigned to perform testing on 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 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 office management, field inspection, and field testing in accordance with DEPARTMENT specifications, documentation procedures, Construction Manual, and Documentation Manual.

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 | Fax: (775) 684-0260

Date: September 6, 2016
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Curtis Palmer, Budget Analyst *CP*
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 CONSERVATION AND NATURAL RESOURCES
STATE PARKS DIVISION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the Department of Conservation and Natural Resources, State Parks Division, seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with Ms. Kirsten Strange, a former Deputy Administrator for State Parks, to assist with closing FY16 budgets and building the FY 18-19 biennial budgets from July 13, 2016 to mid-September 2016.

Additional Information:

Ms. Strange retired from state service with 28 years of state experience, 24 years with State Parks Division and possesses a high level of knowledge of State Parks programs. The agency indicates that there is a shortage of qualified staff and that no one could be transferred to the division that have the skills and past experience to perform the necessary tasks. The agency also indicates that Ms. Strange will work approximately 20 hours per week during the course of this temporary employment. The expected total payout is \$2,100 (see attached.)

Statutory Authority:

NRS 333.705

REVIEWED: *CP*
ACTION ITEM: _____

Authorization to Contract with a Former Employee

Former Employee Name: Kirsten Strange
Former Employee ID number: 010474
Former Job Title: Deputy Administrator
Former Employing Agency: State Parks
Former Class and Grade: 01.902-44
Employment Dates: 5/8/87-3/14/15
Contracting Agency: State Parks

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.	Assist with closing the FY16 budgets and building the 18/19 biennial budget.
b. Document former job description.	Deputy Administrator, State Parks
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
d. Explain why existing State employees within your agency cannot perform this function.	Currently Parks Division fiscal staff is short one employee who is out on FMLA and not expected to return to work until October. This employee would normally play a large role in the budget building and closing processes. The other issue compounding the need is that two fiscal employees in the Southern Region have worked with State Parks less than a year and one, in fact, is a new State employee who just started two weeks ago. Additionally, State Parks anticipates fiscal-related regional staff vacancy in early August 2016 that will require more support from Division staff.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so,	N/A

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.	\$16.00
g. List the range of comparable State employee rates.	Current ASO II at State Parks makes \$35.12 per hour.
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?	Does not exceed.
i. Document justification for hiring contractor.	State Parks has 94 full time employees and more than 100 seasonal employees in 23 Parks spread throughout the state, all supported by a \$14 million dollar executive budget. State Parks also manages seven non-executive budget accounts that require significant fiscal oversight. Kirsten Strange has extensive knowledge of the State Parks budgets and can assist the Division in meeting strict fiscal year closing and biennial budget deadlines.

Comments:


2/3/16

 Contracting Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

LEO M. DROZDOFF,
P.E.
Director

Department of
Conservation and
Natural Resources

ERIC M. JOHNSON
Administrator

Northern Region
Office
16799 Lahontan
Dam
Fallon, NV 89406
Phone: (775) 867-
3001
Fax: (775) 867-
4559

Southern Region
Office
4747 Vegas Drive
Las Vegas, NV
89108
Phone: (702) 486-

BRIAN
SANDOVAL

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF STATE PARKS

August 2, 2016

Address Reply to:

901 S. Stewart
Street,
Suite 5005
Carson City, NV
89701-5248

Phone: (775) 684-
2770

Fax: (775) 684-
2777

stparks@parks.n
v.gov

<http://parks.nv.gov>

MEMORANDUM

To: Board of Examiners

From: Eric Johnson, Administrator, State Parks

Subject: Temporary hire of former state employee

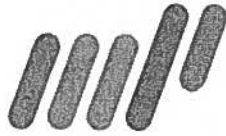
The purpose of this memorandum is to notify the Board of Examiners of the emergency hire of former State Parks employee Kirsten Strange through the Manpower temporary services good of the state contract effective July 13, 2016 through mid- September 2016 at a rate of \$16 per hour, the cost of which can be absorbed within the State Parks operating budget. Previous to her retirement in March 2015, Kirsten held the position of Deputy Administrator and previous to that, Administrative Services Officer, both positions within State Parks. As a temporary employee, Kirsten's main duties will include assistance with closing the FY16 budgets and building the 18/19 biennial budget.

Currently Parks Division fiscal staff is short one employee who is out on FMLA and not expected to return to work until October. This employee would normally play a large role in the budget building and closing processes. The other issue compounding the need is that two fiscal employees in the Southern Region have worked with State Parks less than a year and one, in fact, is a new State employee who just started two weeks ago. Additionally, State Parks anticipates fiscal-related regional staff vacancy in early August 2016 that will require more support from Division staff.

State Parks has 94 full time employees and more than 100 seasonal employees in 23 Parks spread throughout the state, all supported by a \$14 million dollar executive budget. State Parks also manages seven non-executive budget accounts that require significant fiscal oversight. Kirsten Strange has extensive knowledge of the State Parks budgets and can assist the Division in meeting strict fiscal year closing and biennial budget deadlines.

Thank you for your consideration in this matter.

Cc: Curtis Palmer, Budget Analyst, Budget Division



Manpower®

New hire enrollment form for State of Nevada

Employee Information	
Employee Name: Kirsten Strange Title: Accounting Assistant	Address: 2113 De Ann Dr.
Phone Number: 775 443 7399	City: Carson City State: NV
Social Security:	Zip: 89701

Billing (Invoice)	
Agency: Nevada State Parks	Address: 901 S. Stewart St. Ste 5005
Attention To: Jen Idema Title: Administrative Services Officer	City: Carson City State: NV Zip: 89701
Phone: 775 684 2773	Email address for invoice: jidema@parks.nv.gov

Agency Contact (Worksite)	
Name: Jen Idema Title: Administrative Services Officer	Address: 901 S. Stewart St. Ste 5005
Phone Number: 775 684 2773	City: Carson City State: NV
Email: jidema@parks.nv.gov	Zip: 89701

HOURLY RATE \$16.00 START DATE: 7/13/16 END DATE: 9/1/16

Required to drive personal vehicle for employment purposes: YES NO

Required to drive State vehicle for employment purposes: YES NO

Check delivery: Agency Web (direct deposit) Global Cash Card Pickup in office

Agency Representative Name and title: Jen Idema

Agency Rep Signature: _____

Date: _____

Vendor

MANPOWER-KIRSTEN STRANGE
63 KEYSTONE AVE #202
RENO NV 89503-5149

VENDOR # T81030068

AGENCY:

PARKS

B/A :

4162

CAT:

04

GL #:

7060/7062

START DATE:

7/13/2016

EXPIRATION DATE: 9/16/2016

CONTRACT AMOUNT \$0.00

DATE	PAYMENT #	VOUCHER	AMOUNT	TOTAL	BALANCE
07/21/16	1 (7/11-7/15)	1512575	\$118.08	\$118.08	-\$118.08
07/29/16	2 (7/18-7/22)	1514158	\$59.04	\$177.12	-\$177.12
08/05/16	3 (7/25-7/29)	1515870	\$255.84	\$432.96	-\$432.96
08/25/16	4 (8/8-8/12)	1520671	\$255.84	\$688.80	-\$688.80
08/30/16	5 (8/15-8/19)	1521248	\$255.84	\$944.64	-\$944.64
	6 (8/22-8/26)		\$305.04	\$1,249.68	-\$1,249.68
	7 (8/29-9/2)		\$310.00	\$1,559.68	-\$1,559.68
	8 (9/6-9/9)		\$250.00	\$1,809.68	-\$1,809.68
	9 (9/12-9/16)		\$250.00	\$2,059.68	-\$2,059.68



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 | Fax: (775) 684-0260

Date: September 14, 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 – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – PUBLIC HEALTH PREPAREDNESS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the Department of Health and Human Services seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with Debra Scott, a former employee, to implement statutes, regulations and policies to ensure timely and secure licensure from July 1, 2016 to March 31, 2017.

Additional Information:

As former Executive Director of the Nursing Board of Nursing, Ms. Scott possesses specific experience as well as the respect of the various stakeholders. Her acquisition would increase credibility for this effort and improve cooperation from the health professional licensing industry. Our state employees do not have experience managing a licensing board, implementing related statutes, regulations and policies, as well as related data collection systems. Approval is requested for the emergency period and to continue her services after the emergency period has passed. The employee is anticipated to work an average of 10 hours per month between the contract dates of July 1, 2016 to March 31, 2017.

REVIEWED: _____

ACTION ITEM: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

RICHARD WHITLEY, MS
Director



JOHN DIMURO, D.O., MBA
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

September 14, 2016

MEMORANDUM

TO: James R. Wells, CPA
Director
Department of Administration

THROUGH: Richard Whitley, MS
Director
Department of Health and Human Services

THROUGH: Cody L. Phinney, MPH
Administrator
Division of Public and Behavioral Health

FROM: Joe Pollock, R.E.H.S.
Deputy Administrator
Division of Public and Behavioral Health

SUBJECT: Authorization to Contract with Former State Employee

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 (BOE) 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, Bureau of Preparedness, Assurance, Inspections and Statistics (PAIS) is requesting approval to contract with a former employee. This request is retroactive to July 1, 2016 because we attained the services of Ms. Scott using a Provider Agreement not realizing that she was a former employee of the state. If approval is granted, we will convert Ms. Scott from a Provider Agreement to a temporary agency contract. We would also ask that we may continue to use her services after the emergency period has passed.

As the former Executive Director of the Nevada Board of Nursing, Ms. Scott implemented statutes, regulations and policies to ensure timely and secure licensure, as well as minimum data set collection in support of research and analysis for workforce projections for our state. Our state employees do not have experience managing a licensing board, implementing related statutes, regulations and policies, as well as related data collection systems. Ms. Scott possesses this specific experience as well as the respect of the various stakeholders. Her acquisition would increase credibility for this effort and improve cooperation from the health professional licensing industry.

Please recognize this as a retroactive request for authorization to contract with the following former employee:

Debra Scott – BA 3218 (Contract dates July 1, 2016 to March 31, 2017)

We respectfully ask that this item be placed on the upcoming BOE agenda.

Thank you for your consideration in this matter.

Public Health: Working for a Safer and Healthier Nevada

Authorization to Contract with a Former Employee

Former Employee Name: Debra S. Scott
Former Employee ID number: 545-90-7703
Former Job Title: Executive Director
Former Employing Agency: Nevada State Board of Nursing
Former Class and Grade: Executive Director
Employment Dates: 11/96 – 2/16
Contracting Agency: Primary Care Office

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.	Conduct onsite reviews with Nevada's health professional licensing boards, make recommendations for statutory, regulatory and policy changes, and develop agreements for improved data collection and utilization of online surveys. Health Professional licensing boards include the following: Board of Medical Examiners, Board of Osteopathic Medicine, Board of Dental Examiners, Board of Psychology Examiners, Board of Social Work Examiners, Board of Marriage and Family Therapists and Clinical Professional Counselors, and Board of Alcohol, Drug and Gambling Counselors.
b. Document former job description.	Executive Director, NV Board of Nursing - Oversaw all aspects of the NSBN activities. Reported directly to the Governor appointed Board of 7 persons. Responsible for supervising 25 employees of the Board.
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?	As ED of the NV Board of Nursing, Debra Scott implemented statutes, regulations and policies to ensure timely and secure licensure, as well as minimum data set collection in support of research and analysis for workforce projections for our state. Recommendations for each licensing board will be documented to support ongoing work with our partners in state government, as well as health professional employers and others in the private sector.
d. Explain why existing State employees within your agency cannot perform this function.	Our state employees do not have experience managing a licensing board, implementing related statutes, regulations and policies, as well as related data collection systems. Ms. Scott has this specific experience, and is well-respected by the various stakeholders, which would

	increase credibility for this effort and improve cooperation from the health professional licensing industry.
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 .	There is no relationship between the individual overseeing or establishing the contract and the contractor.
f. List contractor's hourly rate.	\$100 per hour for approximately 10 hours per month from July 1, 2016 to March 31, 2017.
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?	Ms. Scott has unique expertise that will support expedited review of licensing statutes, regulations and policies, as well as data collection systems. The contract term is limited to a 9-month period to support development of recommendations in a timeframe that will integrate with the 2017 session of the State Legislature.
i. Document justification for hiring contractor.	Our state employees do not have experience managing a licensing board, implementing related statutes, regulations and policies, as well as related data collection systems. Ms. Scott has this specific experience, and is well-respected by the various stakeholders, which would increase credibility for this effort and improve cooperation from the health professional licensing industry.

Comments:

Christil Baalich for Cody Phinney 9/15/16
 Contracting Agency Head's Signature and Date

Bessie Albedyl 9/15/16
 Budget Analyst

Clerk of the Board of Examiners



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 | Fax: (775) 684-0260

Date: September 9, 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 4, the Department of Transportation seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with, Ms. Halana Salazar, a former employee, to provide critical right-of-way engineering services in support of the USA Parkway Program Management project from September 12, 2016 through February 10, 2017. Ms. Salazar is employed with Jacobs Engineering Group, Inc.

Additional Information:

Ms. Salazar retired from state service in July 2015. Prior to retirement, Ms. Salazar was the manager of Right-of-Way Engineering. Her experience would be an asset to the project. Ms. Salazar did not have any influence over the contract between Jacobs and NDOT at any time during her state service or retirement.

Ms. Salazar was approved to contract with the state at the March 08, 2016 Board of Examiners meeting. At that time, she was contracted with Manpower to provide right-of-way support for the Boulder City By-Pass project. She is no longer under contract with Manpower.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
(Use Local Information)

MEMORANDUM

September 9, 2016

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director DocuSigned by: Rudy Malfabon
Subject: Authorization to Use Emergency Provision to Contract with a Former Employee C4G7CE66C0D4445

SUMMARY

Pursuant to NRS 333.705, the Nevada Department of Transportation (NDOT) requests the authority to use the emergency provision to contract with a retired state employee. Ms. Halana Salazar retired from State service July 21, 2015 and has been employed by the Jacobs Engineering Group, Inc. (Jacobs). Jacobs is proposing to use Ms. Salazar for the USA Parkway Program Management Project from September 12, 2016 to February 10, 2017 to provide critical right-of-way (R/W) engineering services in support of the Project requirements.

BACKGROUND

Jacobs has been awarded the USA Parkway Program Management Project. The scope of work for this Project includes R/W support services to NDOT during the Design-Build Delivery Phase, including finalizing the R/W. In discussions with the Tahoe-Reno Industrial Center (TRIC), the need to finalize the R/W for the Project has become critical. This work includes development and recording of final R/W documents to enable TRIC to proceed with land sales adjacent to the Project alignment with no delay.

Ms. Salazar retired from the R/W Division where she was the Manager of R/W Engineering responsible for overseeing all NDOT ownership of R/W and real property, supervising 30 staff members and working with other NDOT divisions. Ms. Salazar possesses a high level of knowledge of the subject matter and a familiarity with the previously executed USA Parkway R/W agreements. Currently, the NDOT R/W Division is short-staffed and lacks the personnel to execute the work in the short time frame required. Ms. Salazar, as an employee of Jacobs, will be providing R/W support services to NDOT as part Jacobs' existing USA Parkway Program Management contract.

When Ms. Salazar retired from State service, she had no influence or authority over the consultant procurement or agreement with the Jacobs.

RECOMMENDATION

We respectfully request your approval to use the emergency provision for Jacobs to utilize Ms. Salazar on the USA Parkway Program Management project.

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Halana Salazar</u>
Former Employee ID number:	<u>15177</u>
Former Job Title:	<u>Manager of Right-of-Way Engineering</u>
Former Employing Agency:	<u>Nevada Department of Transportation</u>
Former Class and Grade:	<u>Step 10 / Grade 41</u>
Employment Dates:	<u>7/18/1990 – 7/21/2015</u>
Contracting Agency:	<u>Nevada Department of Transportation</u>

Please check which of the following applies:

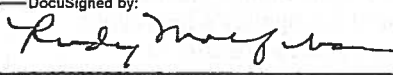
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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.

Please check which of the following applies:	
a. Summarize scope of contract work.	Administration Support Services during the Design-Build Delivery Phase for the USA Parkway Project. Scope of contract work includes Right-of-Way Support.
b. Document former job description.	Manager of Right-of-Way Engineering responsible for overseeing all NDOT ownership of R/W and real property; supervising 30 staff, working with other NDOT divisions and other state and local entities.
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?	Ms. Salazar is being hired because of her expertise in Right-of-Way Engineering subject matter, not because of her specialized knowledge of the agency's operations. There is no clause in the contract for transfer of specialized knowledge.
d. Explain why existing State employees within your agency cannot perform this function.	With the recent loss of several key positions from the Right-of-Way Division, there is a lack of qualified personnel to perform the required functions.
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	There are no known relations between the contracting parties.

why this would not violate <u>NAC 284.750.</u>	
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.	Ms. Salazar's expertise will be exceptionally valuable in providing Right-of-Way support services as part the Design-Build Delivery Phase of the USA Parkway Project.

Comments:

DocuSigned by:


8/8/2016

Contracting Agency Head's Signature and Date

 9/9/16

Budget Analyst

Clerk of the Board of Examiners

NEVADA DEPARTMENT OF TRANSPORTATION

AGREEMENT SUMMARY

*AGMT NRS
AGMT 8/15/11*

AGREEMENT No. 2198-11-015 Amendment No. _____ (If Applicable)
 Task Order No. _____ Return to Contract Services Yes No (If Applicable)

ORIGINATING DIVISION/DISTRICT: Project Management (C015)

CONTACT PERSON: Pedro Rodriguez PHONE NO.: 775-888-7320 DIV CODE: C015
 PROJECT MANAGER: Pedro Rodriguez PHONE NO.: 775-888-7320 DIV CODE: C015

NAME AND ADDRESS OF SECOND PARTY: CONTACT PERSON: Bryan Gant
 Jacobs TELEPHONE #: 775-850-5100
 985 Damonte Ranch Parkway, Suite 100
 Reno, Nevada 89521

PURPOSE OF AGREEMENT/AMEND: Environmental Phase for USA Parkway/SR 439 from US 50 to I-80

TYPE OF AGREEMENT: Consultant
 WERE BIDS OR PROPOSALS SOLICITED? YES If so, please attach.
 WHY WAS THIS CONTRACTOR CHOSEN IN PREFERENCE TO OTHERS? Top Ranked Firm

BEGINNING DATE: 8/31/11 ESTIMATED COMPLETION DATE: 9/30/13
 BOE APPROVAL (IF APPLICABLE): DATE: 30-Sep-13

TOTAL ESTIMATED COST OF AGREEMENT: PAYABLE AMT: \$ 2,067,804.15 (If Applicable)
 RECEIVABLE AMT: _____ FIXED FEE %: 10

PROJECT IDENTIFICATION: (MUST COMPLETE)	FEDERAL PARTICIPATION:	For Agreement Services/ROW use only:
CONTRACT NUMBER _____	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	B/S SEC. DEPOSIT: _____
WORK OR NUMBER _____	SECURITY DEPOSIT: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	B/S INTEREST: _____
PROJECT ID NUMBER _____	AMOUNT: \$ _____	B/S PREPAID: _____
PCEMS NUMBER _____	IN KIND SERVICES: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
PROJECT NUMBER _____		
SUB-PROJECT _____		
PHASE _____		
NONE _____		

COUNTY WHERE WORK IS PERFORMED: Lyon and Storey
 DO YOU HAVE MONEY IN YOUR BUDGET TO FUND AGREEMENT? (ATTACH APPROVAL) YES

PAYMENT CODE: P P-PAYABLE M-MONTHLY
 R-RECEIVABLE P-PREPAID B-BI-WEEKLY Q-QUARTERLY
 R-RECEIVABLE P-PREPAID S-SEMI-ANNUAL Y-YEARLY C-UPON COMPLETION

REVIEW APPROVAL: 8-30-11
 ASST. DIR. _____
 LEGAL _____
 PROJ. ACCTG. _____
 DIST. DIV. HEAD _____
 RW _____
 ENVIRON. _____

FINAL DISTRIBUTION: RECIPIENT: _____
 DIVISION: JACOBS Bryan Gant
 PROJ. MGMT. Pedro Rodriguez
 ACCTG. Elaine Martin

AGREE, SVC. MG 8/26
 NDOT _____
 8-130 LM 8-109 LH

879-001 Rev. 10/07

Agreement Number 2198-11-015

SERVICE AGREEMENT

This Agreement, made and entered into the 31st day of August, 2011 by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and Jacobs Engineering Group, Inc., 985 Damonte Ranch Parkway, Suite 100, Reno, Nevada, 89521 (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, RFP #198-11-015 Environmental Phase for USA Pkwy from US-50 to I-80 is necessary to evaluate feasible alternatives and complete project approval in accordance with the National Environmental Policy Act (NEPA), NDOT's objectives, and long-term objectives of project stakeholders for (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 help NDOT with the development of the environmental phase of the USA Parkway Project as specified in Attachment A - Scope of Services, attached hereto and incorporated herein; and
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 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 September 30, 2013, 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 4 of this Article II-Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with said work until a copy of this Agreement is fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), and the Agreement is received by the SERVICE PROVIDER, which shall then constitute the written "Notice to Proceed" from the DEPARTMENT. The SERVICE PROVIDER shall notify the DEPARTMENT in writing of the exact date of commencement. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed or prior to the Final Execution Date, 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 Final Execution Date and/or 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 track all related costs for the correction. 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 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 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 C - AFFIDAVIT REQUIRED UNDER SECTION 1122(f) of Title 23 United States Code, Act of August 27, 1938 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987,* attached hereto and incorporated herein.

16. 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:

2. 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

9. 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 Forty-Eight Thousand Two Hundred Seventy-One and 74/100 Dollars (\$1,948,271.74). The fixed fee, to cover profit, shall be One Hundred Nineteen Thousand Five Hundred Thirty-Two and 41/100 Dollars (\$119,532.41). 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 twenty-two and 88/100 percent (122.88%) 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 Sixty-Seven Thousand Eight Hundred Four and 15/100 Dollars (\$2,067,804.15), 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 SERVICE PROVIDER services outside of

the scope of services that may be required to complete the PROJECT in a timely manner. 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 Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). 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 SERVICE PROVIDER services that may be required to complete this project in a timely manner. In the event 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 of work.

7. 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.

8. 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.

9. 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/travel. 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/dot/calc/calagovv100120>. The SERVICE PROVIDER shall provide lodging receipts.

10. 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.

11. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations for 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. The 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 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.

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. 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 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 design drawings must be created and delivered to the DEPARTMENT in Microstation "dgn" format. Drawing files converted to Microstation format from AutoCad, from other formats will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QCIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy disks may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using WINZIP 5.5" software. Delivery of a hard copy of design drawings shall also be required. All files must adhere to the DEPARTMENT'S standards.

14. All roadway design engineering files shall be created and delivered to the DEPARTMENT in InRoads format. Design files converted to InRoads format from other formats will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QCIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy/compact disc or flash drive, may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using WINZIP 5.5" software. All files must adhere to the DEPARTMENT'S standards.

15. 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.

16. 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. 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.

17. 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.

18. 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.

19. 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.

20. 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 (e) 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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://licd/controler.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.

27. 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) calendar days prior to making said change.

28. 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:

Susan Martynovich, P.E., Director
Attn: Pedro Rodriguez, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, Nevada 89712
Phone (775) 888-7321
Fax: (775) 888-7322
E-mail: prodro@dot.state.nv.us

FOR SERVICE PROVIDER : Bryan Gant, P. E.

Jacobs
985 Damonie Ranch Parkway
Suite 100
Reno, Nevada 89521
Phone: (775) 850-5100
Fax: (775) 850-5115
E-mail: bryan.gant@jacobs.com

29. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

30. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

31. 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.

32. In connection with the performance of work under this Agreement, the SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The SERVICE PROVIDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

33. 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.

34. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

35. 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 and 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations,

ATTACHMENT "A"

SCOPE OF SERVICES
Environmental and Preliminary Engineering for USA Parkway

1. GENERAL

1.1. PROJECT LOCATION AND PURPOSE

The USA Parkway (SR 439) has been envisioned for some time as an important link between US 50 and I-80. Currently, US 395 through Carson City, SR 341 through Virginia City, or US 95A through Fernley are used to connect the Reno metro area with points south and east. The USA Parkway will help improve that connectivity. In addition, the development of the Tahoe-Reno Industrial Center (TRIC) along the USA Parkway continues to change the employment and transportation character of the region. If the 30,000 developable acres are fully realized, the TRIC will become the largest industrial park in the world. This potential is evidenced by the tenants who are already established such as Wal-Mart and their west coast refrigerated distribution center, Alcoa, and Petsmart.

Currently, approximately 6 miles of the USA Parkway alignment has been paved. The facility begins at the USA Parkway interchange with I-80 about 10 miles east of Reno. The existing paved roadway consists of a four-lane divided arterial section, with open median and minimal shoulders. This proposed project will extend the roadway south from Storey County into Lyon County and tie into US 50 in Silver Springs, a distance of approximately 12.5 miles.

1.2. 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:

- Project management
- Completion of 30-Percent PS&E
- Completion of environmental surveys, technical studies, and related documentation
- Project scoping and Design Standards Compliance Review
- Value Analysis and Risk Assessment Workshop
- Establishment of preliminary Right-of-Way and utilities
- Traffic modeling and operational analysis
- Drainage design and floodplain analysis
- Geotechnical and minor structural engineering
- Surveying and mapping

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: Jacobs Engineering Group, Inc. State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

John S. Paquette
John S. Paquette, Vice President
Name & Title (Print)

Dr. [Signature]
Director
Recommend:

[Signature]
District Engineer
8/30/11

Approved-as to Legally and Form:

[Signature]
Deputy Attorney General
8-30-11

- Public and stakeholder outreach and coordination per NEPA requirements

PROJECT ASSUMPTIONS

For the purposes of this scope, the following project assumptions have been identified:

- Bureau of Land Management (BLM) lead federal NEPA agency with joint NDOT/Federal Highway Administration (FHWA) participation
- Environmental Assessment (EA) class of action
- NDOT project development and submittal processes
- The Jacobs team consists of the following subcontractants:
 - Wood Rodgers – Geotechnical, surveying, QA/QC, and drainage.
 - MBP Consulting – NEPA management and BLM coordination.
 - Chambers Group – Cultural resources.

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	September 2011
Alternatives and Alignment Analysis	January 2012
30-Percent Submittal	May 2012
Draft EA Publication	August 2012
Final EA	December 2012
FONSI/ R-W Grant	February 2013
Total Remaining Project Duration	17 Months
Assumed Scope Duration	24 Months*

* Increase of 7 months to accommodate minor schedule impacts, unforeseen issues, and project advancement as required.

2. STANDARD CRITERIA

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
- 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)

3. PROJECT MANAGEMENT

3.1. GENERAL PROJECT MANAGEMENT

3.1.1. Project Management and Coordination

Schedule: The Consultant will provide an initial project schedule 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. Schedules will be provided in MS Project.

Progress Reports: The Consultant will submit a monthly status report 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 and the Administrative Record. This includes both a hard and electronic copy of major project correspondence and deliverables. 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.

Project Management Plan: Jacobs will prepare a Project Management Plan, consistent with NDOT Project Management Guidelines and NDOT direction. As part of the plan, Jacobs will develop Risk and Change Management Registers which will be updated on a monthly basis as required.

3.1.2. Project Management Meetings

Monthly PMT Meetings: Project management team meetings will convene with project key staff (NDOT and Jacobs PMs and task leads as needed). Meetings will be held in Carson City. Jacobs will prepare agendas and meeting notes and submit them to the NDOT PM within 5 days of the meeting. 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. Jacobs will prepare for, attend, and document 7 meetings throughout the project. NDOT PM is to be included in all meetings.

3.2. QUALITY ASSURANCE / QUALITY CONTROL

QA/QC: 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 Administrative Draft Publication. The Consultant will provide NDOT with the QA/QC plan 3 weeks after NTP.

3.3. PUBLIC INVOLVEMENT

Public Meetings: With BLM as the lead agency, 2 public meetings will be noticed, convened, and facilitated for the project. The first will be a public scoping/intent to study meeting to be held shortly after internal scoping occurs with BLM and NDOT/FHWA. Information from earlier studies and outreach will be used to present a range of alternative alignments and interchanges to US 50 during the scoping meeting. The second meeting will be held after publication of the Draft EA to receive public comments on the preferred alternative, impact analysis, and mitigation. Comments from both meetings will be collected, addressed in the EA, FONSI, and/or Decision Record, as appropriate, and placed in the administrative record. The Consultant will coordinate with NDOT's Environmental Division and Public Information Officer. The Consultant is responsible for all noticing, mailing list maintenance, advertising, court reporter, and exhibits and presentations. NDOT R/W Division will develop the initial mailing lists. The noticing area consists of 0.25 miles either side of the project study area.

Stakeholder and Agency Meetings: Additional meetings with county commissioners, resource agencies, or property owners may be necessary as the project progresses. Jacobs 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 Jacobs team, 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.

3.4. PROJECT MANAGEMENT DELIVERABLES

- PMT Meeting 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

4. NEPA PROCESS

4.1. NEPA COORDINATION - This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process.

4.1.1. Pre-application Meeting with BLM

Jacobs will prepare for and schedule a pre-application meeting with the BLM really specialist and NEPA coordinator from the Carson City District Office. Representatives from NDOT and Jacobs will attend this meeting to introduce the USA Parkway project, discuss the R/W application process, define the study area, establish the roles of BLM, NDOT, and FHWA in the NEPA process, and decide on the use of Planning (BLM's NEPA preparation tool).

4.1.2. SF 299 Application and Plan of Development

NDOT will be the applicant for the right-of-way across BLM land for USA Parkway. Jacobs will prepare the SF 299 application form and a draft Plan of Development (POD) for the proposed R/W. After review and approval, NDOT will sign the application and submit it to BLM with the draft POD, which officially begins the NEPA process for BLM.

4.1.3. Internal Scoping Meeting with BLM

Jacobs will prepare for and schedule an internal scoping meeting with the BLM really specialist, NEPA coordinator, and resource specialists (interdisciplinary (ID) Team). The objectives for this meeting are to present the USA Parkway project purpose and need, preliminary alternatives, and general project description to the ID Team, identify a preliminary list of resources that must be included in the impact analysis, and confirm field survey protocols.

4.1.4. BLM and NDOT / FHWA Update Meetings

Four (4) update meetings with BLM and NDOT environmental staff will be scheduled at key milestones to discuss project issues and status. Up to 4 additional meetings (2 in-person and 2 teleconferences) will occur through publication of the Draft 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. Up to three alternatives, including no action/no build will be initially analyzed. 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 (N/A)	Field Analysis (X) Tech Reports ⁵	Agency Coordination (N/A)
Air Analysis ²	N/A	N/A	N/A
Noise Analysis ²	N/A	N/A	N/A
Biological (including vegetation, invasive/exotic species, wildlife, migratory birds)	X	X	X
T&E Species / BLM Sensitive Species ³	X	X	X
Energy Resources and Minerals	X		
Floodplains and Water Resources / Quality	X		
Hazardous Materials ⁴	N/A	N/A	N/A
Land Use	X		X
Geology, Soils, and Paleontology	X		X
Cultural Resources/Section 106 ⁵	X	X	X
Native American Religious Concerns	X	X	X
Section 4(f) ⁴	X	X	X
Social and Economic Conditions, including Environmental Justice	X	X	X
Recreation	X		
Visual Resources	X	X	
Wetlands / Riparian Zones ³	X	X	X
Rangelands/Farmlands	X		
Wild Horses	X		
Fire	X		

¹ Assumes alignment is 1000 feet wide, 1500 at interchanges. A larger study area will be evaluated for the social, economic, and cumulative effects analysis (including the developed areas in Stagecoach, TRIC, and the existing USA Hwy).

² Technical analysis and documentation to be completed by NDOT.

³ Districts separate technical report prepared in addition to EA document section.

⁴ One property (Ramsey Township) is assumed for Section 4(f) de minimus evaluation and documentation.

⁵ Tech Reports will be submitted to NDOT for approval prior to submittal of draft EA.

4.2.1. Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas listed in the above table. The Jacobs team will use its in-house staff to complete data gathering and/or analysis with the additional support of subconsultants for historical and archaeological resources investigation. 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:

- ◊ 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 biological resource specialists, and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. A fall and spring general wildlife and botany presence/absence survey will be completed for rare or sensitive species identified by the BLM, NDOT, and USFWS. This scope does not include acoustic bat surveys, or any other species specific surveys with species specific protocols.
- ◊ Energy Resources and Minerals. Document existing energy resources, mining claims, and mineral leases in the study area.
- ◊ 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.
- ◊ Land Use. Collect existing, planned, and future land use and zoning information from the County, TRIC, private landowners, and BLM. Describe generalized existing land use from aerial photo interpretation for the study area.
- ◊ Geology and Soils. Utilize geotechnical report to identify potential geology and soils issues.
- ◊ Cultural Resources. Archaeological and historical resources in the project area will be identified through field surveys, archival research, coordination with BLM and the Nevada State Historic Preservation Officer (SHPO). Cultural resources reports will be prepared for review and concurrence by BLM, NDOT, and SHPO. This scope includes:
 - The area of potential effect (APE) will be surveyed utilizing 30-meter wide transects following BLM General Guidelines.
 - National resource identified during the surveys will be evaluated for National Register eligibility utilizing established National Register of Historic Places standards. Recommendations regarding National Register of Historic Places making the final determination of eligibility.
 - Historic and prehistoric sites will be recorded, described, and mapped in terms of the artifacts present (i.e., number and types of tin cans, bottles, ceramics, wood and metal debris, features, structures). Citations for

diagnostic/temporal historic artifacts will be included in both the report and site forms.

- If present in the APF, structures and buildings will be recorded utilizing the Nevada SHPO historic resource information form.
- BLM and/or NDOT will handle Native American consultation, with the Jacobs team providing a support role.
- A Programmatic Agreement may be required between the BLM and SHPO. Jacobs will prepare the initial draft of the PA and support revisions as necessary.
- 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. BLM's visual resource management forms and guidelines will be followed.
- o **Recreation.** Identify any recreational uses in the study area.
- 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, conduct a site visit to determine jurisdiction using the 2008 Rapanos guide and Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region.
- 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:** Collect data from Department of Agricultural on numbers and management of estray horses in study area.
- o **Fire:** Collect information from BLM and local fire departments on wildland fire statistics and suppression response and methods.
- o **Cumulative Impacts.** Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected.

The Jacobs team will use its in-house staff to complete this analysis with the additional support of subconsultants for historical and archaeological resources investigation. 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.

4.3. Obtain Entry Permit

Jacobs will compile lists of properties within the study area and prepare entry permit letters to all property owners. Track responses and prepare 2nd follow-up mailing. Follow-up with telephone calls if needed. A total of 10 properties are included for entry permits.

4.4. Environmental Assessment (EA)

This task encompasses the preparation of the EA document. Jacobs will author, edit, and revise the document per direction from BLM, NDOT, FHWA, and resource agencies. The following iterations of the EA document are included:

1. Administrative Draft – NDOT review.
2. Preliminary EA – BLM review.
3. Revised Preliminary EA – BLM, NDOT, and FHWA review.
4. (Draft EA) – Public review.
5. Preliminary Final EA – NDOT/BLM review
6. Final EA

Jacobs will incorporate due care in preparing a quality EA document consistent with industry standards and best practices. Jacobs will respond to and incorporate substantive public and agency comments that provide corrective changes, document refinement, and regulatory compliance. Excessive and contradictory comments not due to document or performance quality may impact this scope of services.

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 BLM guidelines and by 23CFR771.111(f).
- ▶ Prepare Purpose and Need. The purpose and need will utilize existing demographic, traffic, and economic data to support the need for improved connectivity.
- ▶ Prepare Description of Alternatives, including:
 - Process used.
 - Evaluation criteria.
 - Alternatives considered but not advanced.
 - Alternatives to be evaluated in the EA.
- ▶ Document Resources Not Affected:
 - Prepare rationale/justification for not including in the EA specific resources that will not be affected. This rationale will be included in the EA and a tech memo prepared for NDOT, FHWA, and BLM review prior to preparation of 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 includes two build alternatives and a No-Action Alternative will be analyzed. Included are the following subsections:

- **Air Quality.** Summarize analysis conducted by NDOT.
- **Noise.** Summarize analysis conducted by NDOT.
- **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, NDOI, 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 not be necessary.
- **Energy Resources and Minerals.** Analysis of impacts to energy and mineral resources and existing BLM resource leases. Identification of mitigation measures.
- **Hazardous Materials.** Summarize analysis conducted by NDOT.
- **Land Use.** Develop assumptions for indirect (project induced) land use for the alternatives analyzed in the EA. Any induced growth would be limited to the study area. Prepare analysis of impacts to existing land use, consistency of build alternatives with future land use plans. Indirect land use impacts will be discussed for each alternative (build and no-build).
- **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.** Analysis of impacts and discussion of mitigation for historic and archaeological resources. Coordination with SHPO, as necessary. One historic property will be identified as eligible for listing on the National Register of Historic Places. The property will be affected by the project and a Section 4(f) de minimis evaluation will be completed. Treatment/mitigation will be necessary for the eligible property prior to construction and a Memorandum of Agreement (MOA) among BLM, NDOT/FHWA, and SHPO will be prepared with private landowners as consulting parties and signatories to the MOA.
- **Social and Economic Conditions.** Analysis of impacts to the communities of Stagecoach and Silver Springs, and TRIC as a result of proposed improvements. The project would not impact any environmental justice communities. Analyze economic impacts, including, indirect impacts to TRIC, Stagecoach, and Silver Springs. 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 BLM guidelines. Prepare visual simulation (simulations at no more than 5 key observation points to illustrate roadway improvements).
- **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. Since construction is not imminent, permit(s) will not be applied for not mitigation commitments made.
- **Rangelands/Farmlands:** Analyze impacts for removing grazing/farmlands from production and presence of roadway and traffic on these land uses.
- **Wild Horses:** Analyze impacts of presence of roadway and traffic in area with stray horses and/or removal of horses from project area.
- **Fire:** Analyze impacts of construction activities and traffic on increases in wildland fire risk and suppression.
- **Construction.** Identification of anticipated impacts and appropriate mitigation measures during construction.
- **Cumulative Effects.** Assess impacts of a cumulative nature for the project area. The following tasks are included:
 - ◊ Collect scoping information on cumulative issues of concern from public and agency scoping meetings, and meetings with special interest groups.
 - ◊ Collect information from readily available sources on resources of concern within this project area, determined through NEPA scoping.
 - ◊ Collect information on reasonably foreseeable future transportation, land development, water resource or other projects. Reasonably foreseeable is assumed to be those projects that are programmed (funded in fiscally constrained plans) and those land development projects that are under construction, planned, or in the permitting process. Historical land use will be described generally.
 - ◊ Assess the impacts of the "baseline" scenario on the resources of concern.
 - ◊ Coordination with BLM, NDOT, FHWA and other resource agencies as necessary.
- **Section 4(f).** The project will not require an individual 4(f) analysis. Jacobs will complete a de minimis Section 4(f) analysis, if necessary.

Upon completion of the traffic analysis, Jacobs will provide a copy to NDOT for their use in preparing the analysis for noise, air, and hazardous materials and will coordinate with NDOT Environmental to prevent any schedule delays.

Responses to public review comments will be prepared for up to 50 substantive comments on the Draft EA.

Jacobs will prepare 5 copies of the EA for the administrative reviews and 15 copies for the published EA. PDF electronic files will be provided to NDOT and BLM to post to their ePlanning website.

4.5. Decision Record and Finding of No Significant Effect (FONSI)

This task encompasses the preparation of the decision documents (one for BLM and one for FHWA, as necessary). Jacobs will author, edit, and revise the document per direction from BLM, NDOT, and FHWA. The following iterations of the decision documents are included:

1. Administrative Draft – BLM and NDOT review.
2. Revised Administrative Draft – BLM, NDOT, and FHWA review.
3. Final

Jacobs will prepare 5 copies of the Decision Record and FONSI for the administrative reviews and 15 copies for the published FONSI. PDF electronic files will be provided to and NDOT and BLM to post to their ePlanning website.

4.6. NEPA PROCESS DELIVERABLES

- SF299 Application
- Agency Scoping Letters
- Entry Permit Letters
- Biological and T&E Species Tech Memo
- Cultural Resources Tech Memo
- Wetlands Tech Memo
- Environmental Assessment Document and Drafts
- EA Comment Responses
- Decision Document and Drafts.

5. ENGINEERING PROCESS

5.1. LOCATION / SURVEY

The Consultant will be responsible for aerial topographic mapping. The Consultant will coordinate with NDOT to define the limits of mapping required for the project. 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 covering both the proposed alignment and existing alignment locations. NDOT control will be used in deliverables will be in accordance with NDOT's Special Instructions for Survey, Mapping or GIS Consultants.

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: The Consultant shall perform ongoing design refinement, analysis, and review of the existing USA alignment prepared by NDOT and the alignment prepared by the consultant for TRIC, through the alternative screening process. A typical roadway width will be assumed until the traffic analysis is completed and a width based on 20 year traffic projections can be applied to the preferred alternative.

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 USA Parkway. Consultant and NDOT will concur on the appropriate highway classification. Drainage design and effort per section 5.5.2 of this scope.

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 eadnetwork balances for the alternatives will be of particular importance in developing the alternatives. The design alternatives report will be formatted as a compendium to the NEPA document. Drainage documentation per section 5.5.2 of this scope.

5.3. TRAFFIC MODELING

Existing and forecast traffic information is not available for this proposed corridor. The Jacobs team will develop a conceptual TransCAD demand model to support project decisions and analysis. Due to the nature of the rural area, approved land-use and development, traffic, and travel characteristic information will be minimal. The Jacobs

team will use professional judgment and make reasonable assumptions to support the analysis. Close coordination with NDOT staff will be maintained. Generated traffic data will be fully compatible for both noise and air quality monitoring requirements.

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. Consultant will run the model and provide output data for use by the project team. Specifically, this task consists of the following:
- Coordinate and obtain appropriate US 50 East Corridor Study TransCAD files
 - 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 TAZ structure for 2035 horizon year
 - Create proposed O&D table utilizing software applications (no field surveys)
 - Validate TransCAD model
 - 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 (primarily US-50)
- 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
- Prepare draft Operations Analysis Memorandum
- Provide support for NDOT review of traffic operations analysis

- Calculate MOEs and provide data to noise/air
- Finalize Traffic Analysis Memorandum

5.4. DESIGN SCOPING

The Consultant will develop a Skeletal Submittal to be distributed to the project team and any appropriate project stakeholders prior to the field visit comprised of the following:

- Concept roadway plan and profiles sheets for alternatives under consideration.
- A site-specific cost/benefit analysis for the project alternatives.
- Pertinent Hydraulics, Materials, Geotechnical, and Right-of-Way information
- Preliminary input from NDOT divisions and local entities specific to the project.

The Consultant will prepare a memo and the NDOT PM will distribute the submittal information to the following NDOT Headquarters Divisions: Project Management, Roadway, Scoping, Hydraulics, Materials, Right-of-Way, Environmental, Safety, Traffic Operations, Structures, and Construction. District 2 personnel (Admin and Maintenance), as well as other project stakeholders will also receive the submittal information.

5.4.1. Design Scoping Meeting

Prior to the field review, the Consultant, in coordination with the NDOT PM, will schedule a conference room for a project briefing to allow attendees to learn about the scope of the project and project specific challenges. The scoping team will then travel to the project site to observe the alternative features in the field and perform the field review. During the site visit, the Consultant will document all comments from participating project team members and stakeholders to ensure their concerns are documented.

5.4.2. Design Scoping Report

Upon completion of the Design Scoping Meeting, the Consultant will develop the Design Scoping Report summarizing the comments made by all participants according to the NDOT Scoping Guidelines. The report will also 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 report will be distributed by the NDOT PM to the project team and stakeholders for review and comment. The Design Scoping

Report findings will be incorporated into NEPA documentation for alternative development and analysis.

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
- Identify the footprint for a future USA Parkway / US 50 Interchange (coordinate with existing NDOT Design work)
- Provide the basis for the drainage design
- Prepare a Preliminary Geometric Approval Document
- Prepare Preliminary Design Exception Document (if applicable)
- Set right-of-way

5.5.2. Drainage

The hydrologic and hydraulic analysis completed for the project area will need to be updated to provide for determination of peak flows at concentration points relevant to the USA Parkway alignment and to provide for recurrence interval peak flows consistent with NDOT Standards (dependent on roadway classification). The project team will coordinate with the Lyon County "Ramsey Canyon Watershed Flood Control Study" to ensure incorporation of relevant material.

The drainage design team will follow the policies, procedures, and practices as outlined in the current Nevada Department of Transportation Drainage Manual. The 100-year peak design onsite and offsite flows will also be computed and hydraulically analyzed to ensure that the historic 100-year outflow locations, rates, volumes, water surface elevations, and velocities, are perpetuated and do not cause increased flood risk to downstream properties. Offsite hydrologic analysis will be completed using the HEC-HMS model with NRCS loss and translation methods and inclusion of updated NOAA 14 rainfall data. Onsite roadway design discharges will be computed using the Rational Method. Hydraulic analysis of major drainages crossing USA Parkway will be evaluated using the HEC-RAS hydraulic model for the purpose of sizing appropriate cross culvert facilities and to assist with the preliminary design of necessary scour countermeasures. Minor

crossings and roadway drainage facilities will be evaluated using HY-8 and StormCAD.

The southern portion of the USA Parkway alignment is impacted by active alluvial fan drainage and appropriate measures will be incorporated for stream training features to define a preferred upstream flowpath and roadway crossing or multiple and/or broad crossing locations. The locations and sizes of US 50 highway drainage crossings will be agreed upon by NDOT and coordinated with the ongoing NDOT US 50 Phase 3 Highway Improvement Project. Analysis of street spread, culvert crossings, roadside channel flow, low water crossings, etc. will also be evaluated. All hydraulic submittals will be per NDOT standards and hydraulic modeling files will be provided to NDOT.

The Team will prepare drainage reports and design that outlines the data, methodologies, and results for NDOT approval at the following milestones:

- 15% Conceptual Drainage Report and Concept Plans
- 30% Preliminary Drainage Report and Preliminary Plans

15% Alternative Analysis Concept Drainage Report and Plans: A Conceptual Drainage Study will be prepared which follows Nevada Department of Transportation Drainage Manual guidelines and is outlined below. The design will represent the level of detail as defined in the NDOT Drainage Manual.

Conceptual Drainage Design 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. 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 profiles. Determination will be in coordination with NDOT.

The Conceptual Drainage Report will include:

- Introduction and Purpose Section.
- Design Procedures and Criteria Section with inclusion of potential procedures for addressing alluvial fan issues for the southern portion of the alignment.
- Existing Conditions Section.
- Figures and Summary Tables as defined by NDOT.
- Design Recommendations section 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.
- Drainage Estimate of Probable Construction Costs.
- Interaction with contemplated Ramsey Canyon drainage improvements as proposed by Lyon County to the extent that information is available prior to Report preparation.
- Tables and Figures as defined by NDOT.
- Technical Appendices as defined by NDOT with special attention to scour and river training aspects associated with alluvial fan areas. 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 Conceptual Drainage Study will also include review of the drainage design for the existing approximately 6 miles of roadway. The review will focus on identification of material deficiencies from NDOT standards. Should material deficiencies be identified, concept sketches and estimates will be limited to representation in the report document. This task is defined in Section 5.8 of this scope.

30% Preferred Alternative Preliminary Drainage Report and Plans: The Preliminary Drainage Study and design will follow the Nevada Department of Transportation 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:

- Plan view of on- and offsite drainage system elements, preliminary construction notes w/stations and elevations.
- Preliminary easement and ROW requirements in consideration of construction equipment and maintenance activities
- Preliminary profiles of major elements including existing and proposed ground profiles with labeling of design components.
- Preliminary Special Details (DD Sheets).
- The Preliminary Drainage Report to be prepared by Wood Rodgers will include:
 - Introduction and Purpose Section.
 - Design Procedures and Criteria Section with inclusion of resolution of procedures for addressing alluvial fan issues for the southerly portion of the alignment.
 - Existing Conditions Section.
 - Figures and Summary Tables as defined by NDOT.
 - Design Recommendations section and with inclusion of drainage design opportunities, constraints, alternatives discussion.
 - This section also includes Temporary Pollution Control Categorization Score sheet.

5.5.3. Geotechnical

- Permanent Stormwater Pollution Control discussion will be specifically limited to hydraulic stabilization of channels and energy dissipation features.
- Drainage Estimate of Probable Construction Costs.
- Coordination with adjacent drainage studies and improvement projects.
- Tables and Figures as defined by NDOT.
- Technical Appendices as defined by NDOT with special attention to scour and river training aspects associated with alluvial fan areas. 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 addition of the proposed drainage features and profiles. The drainage team will prepare all necessary drainage details and special provisions as related to the drainage design. However, it is not anticipated that there will be separate drainage plan and profiles. The drainage scope also does not include a separate drainage structure list, or water quality/erosion control design and associated sheets.

Geotechnical investigation consists of geophysical analysis of existing datasets and field exploration. Due to the magnitude of the project and current design level, the geotechnical analysis will occur in three stages.

Preliminary Roadway Concurrence Cut and Fill Investigation (Stage 1) – The intent of Stage 1 is to determine the overexcavation required for the proposed roadbed and identify areas of high plasticity. A trackhoe will be used to better determine the composition of the underlying material. Test pits will be dug every 1000' along the proposed alignment centerline with a track-mounted hoe. Locations will be located via GPS. ReMfi geophysical data will be obtained to determine excavability for deep cut areas. These are anticipated to be in the areas of conceptual alignment stations 339+00, 417+00, 423+50, and 428+00. Soil samples will be tested for index properties. These includes (1) R-value testing for soils in or near the design grade (2) direct shear testing for to evaluate design slopes, and (3) strike and dip measurements on exposed joints during excavation and outcrops for preliminary rock slope stability. A stage 1 report will be developed to document findings, summarize test data, and present initial design recommendations based on NDOT protocol and Standard Specifications for Road and Bridge Construction.

Special Investigations for Critical Findings (Stage 2) – Stage 2 is intended to examine critical locations where right-of-way may be of critical concern and/or areas of extreme cut/fill where alternative slope treatments may be required. In areas of significant cuts, specialized drilling and exploration equipment will be used to test areas beyond design grades. Typical treatments of 2:1 slopes will be

considered along with other slope and treatment combinations in critical finding areas. A Stage 2 technical memorandum will be prepared to summarize findings.

5.5.4. Right-of-Way and Utilities

Right-of-Way Evaluation: Based on the preferred alternative, an assessment of RW 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 companies. Consultant will utilize existing utility information as provided by 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 the end of the existing pavement to the connection with US 50. 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 existing and required right-of-way
 - Preliminary roadway widths
 - Preliminary cut / fill slope limits

- Preliminary (Future) Interchange design at US 50
- Locations of proposed drainage improvements (see Section 5.5.2)
- 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 super-elevation notes
 - Preliminary earthwork quantities
 - Proposed drainage improvements (see Section 5.5.2)
 - Locations of existing utilities

Preliminary plans will be developed at a scale of 1"=100' (11x17). Approximate sheet count will consist of the following:

Cover / Location Sheets	2
Typical Sections	5
Roadway Plan Sheets	104
Prelim. Interchange Layout	4
Profiles Sheets	65
TOTAL	128

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 one and half (1 1/2) 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 four (4) senior professionals experienced in major roadway design and construction, including 1) a Drainage Engineer, 2) a Roadway Engineer, 3) Traffic Engineer, and 4) 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 VA Facilitator and the Risk Team Leader will be responsible for preparing the final report that documents the findings of the workshop.

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 maintenance and constructability reviews 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.

5.8 DESIGN STANDARDS COMPLIANCE EVALUATION

There is the potential that NDOT will assume all operating and maintenance costs associated with the full USA Parkway alignment (US50 to I-80) in the future. The development of the Design Standards Compliance Report as well as the determination of the functional classification(s) will allow NDOT to make informed decisions regarding assuming operating/maintenance of the roadway with or without modifications.

5.8.1 Design Standards Compliance Analysis

The Consultant will perform a design standards compliance review of the as-constructed portion of the USA Parkway (northern 6 miles of roadway). This portion of roadway was not required to meet NDOT / AASHTO standards during its design and construction. This analysis will identify all aspects of the roadway which are not compliant with NDOT, AASHTO, and MUTCD standards, including:

- Horizontal and vertical geometrics
- Shoulder widths
- Control of Access
- Signing
- Clear zone / roadside slopes
- Roadside protection (guardrail, barrier)
- Structural section
- Ditches / shoulders
- Hydrology / hydraulics review and conceptual culvert and pipe locations / sizing review per Section 5.5.2
- Superelevations
- AASHTO 13 controlling criteria

The previously completed drainage study which supported the previously constructed approximately 6 miles of USA Parkway will be evaluated. Based on prior study provided by NDOT and the survey completed for this project, the team will review the existing roadway onsite and office drainage to insure it is in conformance with NDOT roadway drainage standards and will make general recommendations to correct deficiencies.

The Consultant will summarize all findings in a Design Standards Compliance Report. The Consultant will solicit input from District 2 Maintenance in preparation of the report.

The Consultant may be asked to prepare cost estimates associated with bringing the existing roadway into NDOT compliance. This task, if needed, will be negotiated at a later date and contingency monies used.

5.8.2 Functional Classification / Design Speed Determination

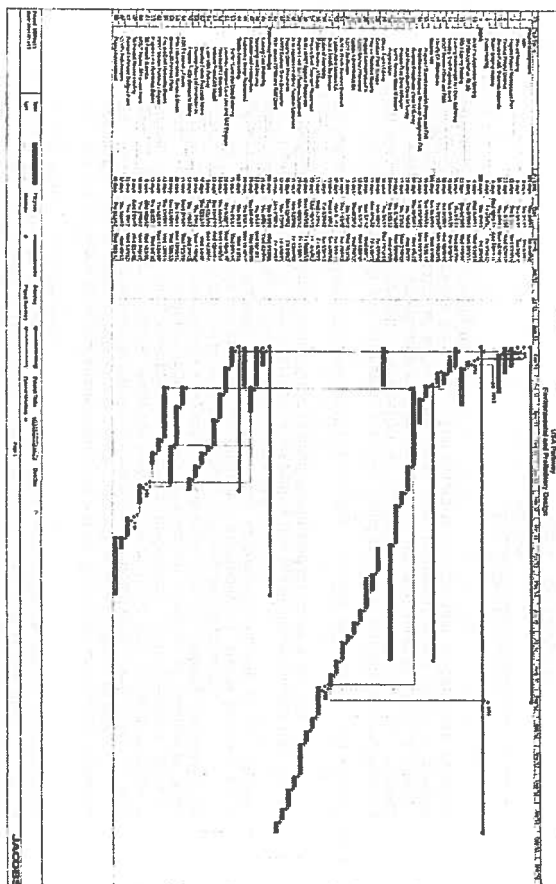
The Consultant will coordinate with NDOT in making a determination of the highway classification for USA Parkway within 3 weeks of NTP. Based on the feedback from the Design Standards Compliance Report, a different classification may be proposed for the portion of the roadway already constructed through the industrial park versus the remaining alignment to US 50. Design speed will be determined based on the determined functional classification(s) of the road.

Consultant will develop design criteria for the unconstructed portions of the roadway based on the traffic analysis, determined functional classification and design speed. The Consultant will prepare a design criteria and functional classification memorandum for approval by NDOT.

All proposed improvements included in the 30% design will be in conformance with the project specific design criteria and with NDOT and AASHTO design standards.

5.9 ENGINEERING PROCESS DELIVERABLES

- Aerial Topographic Survey
- Design Alternative Report
- Traffic Modeling Methodology Memo
- Existing Traffic Conditions & Methodology Memo
- Traffic Operations Analysis Memo
- Traffic Study Report
- Scoping Report / Alternative Development Plansheets
- 15% Geometric Review Plansheets
- Conceptual Drainage Report (15% & 30%)
- Geotechnical Exploration Report (Stages 1-3)
- Preliminary Plans (30%)
- Construction Cost Estimate
- Value Analysis and Risk Assessment Report
- Design Standards Compliance Report
- Design Criteria and Functional Classification Memo



Attachment B

Date

Contingency Approval Letter

Amir M. Soliani, P.E.
Project Management Chief
Nevada Department of Transportation
1263 S. Stewart St.
Carson City, Nevada 89712

Reference: xxxx (Agreement No. P100-xx-xxx)
Request to Expend Contingency Funds

Dear Mr. Soliani:

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

Approval:

Amir M. Soliani, PE _____ Date

CC: Project Manager
Agreement Services

Attachment C
AFFIDAVIT REQUIRED UNDER SECTION 142(C)
of Title 23 United States Code, Act of August 21, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF Colorado }
COUNTY OF Denver } SS

I, John S. Pavette Vice President (Name of party signing this affidavit and the Proposal Form) _____ (Title being duly sworn to do depose and say: That _____ (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) - Please see attached disclosure, Attachment C-1

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.

Sworn to before me this 29 day of August 2011

(SEAL)
Signature [Signature]
Title Vice President
Signature [Signature]
Notary Public, Judge of other Official
Walter H. McKittrick
Commission expires 05/15/2014

Attachment C-1

Per Diem Rates Allowed State Employees
(For Information Only)

In 2006, the City of Larkspur, California filed suit against Sverdrup Civil, Inc., and others relating to a 1994 contract for earthquake retrofit work and other services performed by Sverdrup Civil in connection with a bridge in Northern California. The City alleged that Sverdrup Civil's design was deficient and that Sverdrup Civil had a duty to disclose all material facts related to the quality of its work and all potential issues which could or would flow from that work. The project was completed in 1995, well in advance of Jacobs Engineering Group Inc.'s acquisition of Sverdrup Civil in 1999. Based on Jacobs' ownership of Sverdrup Civil, Jacobs Engineering Group Inc. was included as a defendant in the suit. The City's claim for negligent design was withdrawn. The remaining claims went to trial in August 2008. On September 18, 2008, the jury found that Sverdrup had intentionally concealed or made a false promise with intent to deceive about an important fact upon which the City had relied and Jacobs was therefore liable to the City for damages of \$8.3 million as successor in interest. However, the jury did not find that Sverdrup acted with malice, oppression or fraud.

- 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 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.

T29016435

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Amendment No. 1 to
Service Agreement No. P198-11-015
This Amendment is made and entered into this 29 day of August 2013
between the State of Nevada, Department of Transportation, hereinafter referred to as the
DEPARTMENT, and Jacobs Engineering Group, Inc., hereinafter referred to as the SERVICE
PROVIDER.

WHEREAS, on August 31, 2011, the Parties entered into Agreement No. P198-11-015
to help the DEPARTMENT with the development of the environmental phase of the USA
Parkway Project; and
WHEREAS, the termination date must be amended due to increase in schedule
required to complete scope tasks; and
WHEREAS, the Parties hereto desire to make certain amendments to Agreement No.
P198-11-015.

WITNESSETH:
NOW, THEREFORE, the Parties agree as follows:
A. The Termination date referenced in Article II, Paragraph 1, shall be changed from
September 30, 2013, to September 30, 2014.
B. All of the other provisions of Agreement No. P198-11-015 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:
Jacobs Engineering Group, Inc.
STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

[Signature]
Director
Approved as to Legality and Form:
[Signature]
Deputy Attorney General
Name (Print) Fred S. Tallarico
Title (Print) Manager of Operations

Agreement No. P198-11-015 Amendment No. 2 Task Order No. Task Order Amendment No.
Start Date: 04/22/14 End Date: 09/30/14 Amendment Date: 04/30/15 Procured by: RFP
Agreement Type: Service Provider Agreement Sub-Type: Design Services Procurement No.:
Purpose: Amend consultant agreement to extend termination date of the USA Parkway Project Environmental phase and to
County(ies) where work is being performed: Storey/Lyon
Contact Person: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us
Project Manager: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us
Second Party Information
Contact Person: Steve Hagel Email: steven.hagel@jacobs.com Phone No.: (775) 850-5110
Company Name: Jacobs NV Business License No.: NV 2608203 3082
Primary Address: 985 damonte Ranch Parkway, Suite 100 Business License Expiration: 2/28/15
Invoice Remit To Address: Reno, NV 89521 BA Search: http://nvsos.state.nv.us/secure/cspSearch.aspx
Original budget approval (Form 2A) must be attached
Total Estimated Cost of Agreement: \$2,340,416.65 Oig No. Responsible for Billing: C015 Funding Percentage:
Payable Amount: \$2,340,416.65 Ad Fee %: 10 Payment Code: Monthly Federal %:
Overhead %: Retention %: 0 Security Deposit: Yes [] No [X] Local %: 100
Amendment Amount: \$23,112.50
Fed Participation: Yes [] No [X] In-Kind Services: Yes [] No [X] Deposit Amount: DBE Goal:
Appr Unit: Activity: Object: Job/Project:
Project Identification
Project ID No.: Contract:
EA No.: 73708 Other:
Board Approval
Yes [] No [X] Transportation [] BOE [] Meeting Date: BOE Contract No.:
Does the firm employ current or former State employees who have left State employment in the past two years? Yes [] No [X]
If yes, who, where did they work, and when did they leave?
Review Approval:
Astr. Director: [Signature] Recipient: Steve Hagel Required docs to start process: Execution:
Dist./Div. Head: Pedro Rodriguez Original Summary Sheet: [] AGM [] ANOT
Environmental: Pedro Rodriguez Original Form 2A: [] AGMT [] ASML
IT: [Signature] Pedro Rodriguez Electronic Draft of Agreement: []
Legal: [Signature] Pedro Rodriguez Insurance Log Updated
Proj. Accting: [Signature] Tracking Log Updated
Right of Way: [Signature] Verified: [Signature]
Agree Services: [Signature]
NOT PRO-CON REC. 2/14

5-34 4-13-14 [Signature]

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No. P198-11-015 Amendment No. 3 Task Order No. Task Order Amendment No.

Start Date: 04/22/14 End Date: 09/30/14 Amendment Date: 04/30/15 Procured by: RFP

Agreement Type: Service Provider Agreement Sub-Type: Design Services Procurement No.:

Purpose: Amend consultant agreement to include additional support services for the environmental and preliminary engineering phase.

County(ies) where work is being performed: Storey/Lyon

Contact Person: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us

Project Manager: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us

Second Party Information

Contact Person: Steve Hagel Email: steven.hageg@jacobs.com Phone No.: (775) 850-5110

Company Name: Jacobs NV Business License No.: NV20081035082

Primary Address: 985 Damonte Ranch Parkway, Suite 100 Business License Expiration: 02/23/15

Invoice Remit To Address: Reno, NV 89521 Eit. Search: http://nvas.auditservice.nv.gov/auditSearch.aspx

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: Fixed Fee %: 10 Payment Code: Payable Furling Percentage: Federal %:

Payable Amount: Overhead %: Payment Cycle Monthly: State %: 100

Recharge Amount: 33.33% Retention %: 0 Security Deposit: Yes No Local %:

Amendment Amount: \$2,087,804.15

Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: DBE Goal:

Appr Unit: Activity: Object: Job/Project:

Project Identification

Contract: EA No.: 73708 Other:

Board Approval

Yes No Transportation BOE Meeting Date: 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:

Final Director	Recipient:	Required docs to start process:	Execution:
Dist. Dir. Head	Steve Hageg	(to be completed by Admin Services)	(to be completed by Admin Services)
Environmental	Pedro Rodriguez	Original Summary Sheet: <input type="checkbox"/> AGMM <input type="checkbox"/> ANOT <input type="checkbox"/> ANGL	Notice of Award Sent: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
IT		Electronic Draft of Agreement: <input type="checkbox"/>	Tracking Log Updated: <input type="checkbox"/>
Legal	Nghia Lanuca	Insurance Log Updated: <input type="checkbox"/>	Delineation by: <input type="checkbox"/>
Proj. Accting			Verified: <input type="checkbox"/>
Right of Way			
Agree Services	9/24/2014		

9-23-14
9-24-14
9-30-14
10-1-14
10-7-14
10-18-14
10-7
10-18
10-18
10-18
10-18

Amendment No. 3 to
Service Agreement No. P198-11-015

This Amendment is made and entered into this 4th day of October, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Jacobs Engineering Group, Inc., 985 Damonte Ranch Parkway, Suite 100, Reno, Nevada, 89521 hereinafter referred to as the SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on August 31, 2011, the Parties entered into Agreement No. P198-11-015 to evaluate feasible alternatives and complete project approval in accordance with the National Environmental Policy Act (NEPA), the DEPARTMENT's objectives, and long-term objectives of project stakeholders; and

WHEREAS, the \$250,000.00 contingency funds have been fully allocated; and

WHEREAS, errors exist in the language contained in Amendment 2, dated May 9, 2014;

WHEREAS, the total cost of services must be increased by \$23,112.50 due to additional required services as set forth in Attachment A - Amendment No. 2 Scope of Services; and

WHEREAS, the termination date must be extended due to the increase in scope by Amendment No. 2 Scope of Services; and

WHEREAS, the amount to be paid to the SERVICE PROVIDER must be increased by \$50,000.00 due to an increase in the amount of work required in Attachment A - Amendment No. 3 Scope of Services; and

WHEREAS, the termination date must be amended due to an increase in schedule required to complete scope tasks required in Amendment No. 3 Scope of Services; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P198-11-015 dated August 31, 2011.

NOW, THEREFORE, the Parties agree as follows:

A. The \$250,000.00 contingency funds established in Article IV, Paragraph 5, have been fully allocated, and are no longer available for use under this agreement; and

B. Amendment 2, dated May 9, 2014, is deleted in its entirety and inserting in its place:

I. The total cost set forth in Article IV, Paragraph 4, shall be changed from \$2,087,804.15 to \$2,090,916.65; and

II. The termination date referenced in Article II, Paragraph 1, shall be changed from September 30, 2014, to April 30, 2015; and

III. The total cost, less fixed fee, in Article IV, Paragraph 2, shall be changed from \$1,948,271.74 to \$1,989,305.83; and

IV. The fixed fee to cover profit in Article IV, Paragraph 2, shall be changed from \$119,532.41 to \$121,610.82.

1



Amendment No. 3 - Scope of Services
Additional Services in Support of
Environmental and Preliminary Engineering for USA Parkway

SUMMARY

As part of the Nevada Department of Transportation's (NDOT) continued efforts associated with the advancement of the USA Parkway project, Jacobs will assist NDOT with additional design services that were not a part of original Environmental and Preliminary Engineering scope of work. This Amendment, No. 3 to Agreement No. P198-11-015 will include the following tasks: additional project management, cost estimating, traffic analysis, and right-of-way engineering support. A description of these tasks is provided below.

TASK 1 PROJECT MANAGEMENT

In order to assist NDOT in advancement of the project, Jacobs will provide project management services by attending project meetings and teleconferences as required to support the environmental and preliminary engineering work performed to date, as well as coordinate the additional tasks outlined below. Jacobs will be present for a maximum of ten miscellaneous project meetings to be held in Carson City.

TASK 2 PREPARATION OF COST ESTIMATES

Jacobs will develop cost estimates to support the advancement of the project including an estimate of anticipated construction costs to improve the existing paved section of USA Parkway to eliminate existing design and safety deficiencies. Additional estimates and coordination work may also be required to determine to an overall construction cost estimate for the project. The cost estimates will include summary bid items with quantities and unit costs. Unit costs will be based on historical unit prices from similar past NDOT projects. Jacobs will review and perform quality checks on the estimates to ensure the quantities and costs detailed are in conjunction with historical NDOT costs for similar items of work.

TASK 3 TRAFFIC ANALYSIS

Jacobs will provide traffic engineering support to validate traffic projections for the Tahoe Reno Industrial Center as well as perform a traffic review of the intersections at USA Parkway/US 50 and US 50/US 95A. Jacobs will also perform a validation of the proposed number of lanes for USA Parkway and investigate whether sections of the alignment could operate satisfactorily with fewer lanes.

TASK 4 RIGHT-OF-WAY ENGINEERING AND SURVEY SUPPORT

Jacobs will assist the NDOT Right-of-Way Engineering Division in the determination of the right-of-way requirements for the project. Work shall include determination of a right-of-way footprint based upon the grading requirements of the project. Jacobs will provide survey support in determination of the USA Parkway alignment through the paved section of the roadway.

SCHEDULE: It is anticipated that the Jacobs Team will take approximately three (3) months to complete these tasks following notice to proceed.

COST: The total cost of the Jacobs services for Amendment No. 3 tasks shall not exceed the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00).

Task 1 - Project Management	\$12,500
Task 2 - Preparation of Cost Estimates	\$11,250
Task 3 - Traffic Analysis	\$8,750
Task 4 - Right-of-Way Engineering and Survey Support	\$17,500
TOTAL	\$50,000.00

C. Attachment A - Amendment No. 2 Scope of Services from Amendment 2, dated May 9, 2014, shall remain in full force and effect; and

D. Amend Article 1 Scope of Services by adding a new paragraph 4 as follows: The SERVICE PROVIDER agrees to help NDOT with support services during the environmental and preliminary engineering phase for the USA Parkway Project as specified in Attachment A -- Amendment No. 3 Scope of Services, attached hereto and incorporated herein.

E. The total cost set forth in Article IV, Paragraph 4, shall be changed from \$2,090,916.65 to \$2,140,916.65; and

F. The total cost, less fixed fee, in Article IV, Paragraph 2, shall be changed from \$1,989,305.93 to \$2,014,780.38; and

G. The fixed fee to cover profit in Article IV, Paragraph 2, shall be changed from \$121,610.82 to \$126,156.27; and

H. All of the other provisions of Agreement No. P198-11-015 dated August 31, 2011, and Amendment No. 1 dated August 29, 2013, 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: STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Stephen M. O'Brien
Director

Approved as to Legality and Form:

Deputy Attorney General
Deputy Attorney General

Division VP - AZ/NV
Name (Print)
Title (Print)

Amendment No. 2 to
Service Agreement No. P198-11-015

This Amendment is made and entered into this 4th day of MAY, 2011, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Jacobs Engineering Group, Inc., 985 Damonle Ranch Parkway, Suite 100, Reno, Nevada, 89521 hereinafter referred to as the SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on August 31, 2011, the Parties entered into Agreement No. P198-11-015 to evaluate feasible alternatives and complete project approval in accordance with the National Environmental Policy Act (NEPA), the DEPARTMENT's objectives, and long-term objectives of project stakeholders; and

WHEREAS, this Amendment No. 2 is required to increase the amount to be paid to the SERVICE PROVIDER by Twenty-Three Thousand One Hundred Twelve and 50/100 Dollars (\$23,112.50) for a total maximum agreement amount to be paid to the SERVICE PROVIDER of Two Million Three Hundred Forty Thousand Nine Hundred Sixteen and 69/100 (\$2,340,916.65) due to additional required services as set forth in Amendment No. 2, Attachment A - Scope of Services attached hereto and incorporated herein; and

WHEREAS, the termination date must be amended due to increase in schedule required to complete scope tasks; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P198-11-015;

NOW, THEREFORE, the Parties agree as follows:

- A. The SERVICE PROVIDER agrees to help the DEPARTMENT with the development of the right-of-way cost estimating activities for the USA Parkway Project as specified in Amendment No. 2, Attachment A - Scope of Services; and
- B. The termination date referenced in Article II, Paragraph 1, shall be changed from September 30, 2014 to April 30, 2015; and
- C. All of the other provisions of Agreement No. P198-11-015 dated August 31, 2011, and Amendment No. 1 dated August 29, 2013, 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:
Jacobs Engineering Group, Inc.



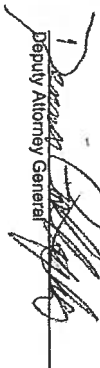
Stephen M. O'Brien
Name (Print)

Division VP - AZ/NV
Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION



Approved as to Legality and Form:
Deputy Attorney General





Attachment A

Amendment No. 2
Scope of Services
Additional Cost Analysis in support of
Environmental and Preliminary Engineering for USA Parkway

SUMMARY

As part of the Nevada Department of Transportation's (NDOT) continued efforts associated with the Environmental and Preliminary Engineering for the USA Parkway project, Jacobs will review the recently developed construction cost estimate prepared by Reno Engineering, and will prepare an independent cost estimate for the existing graded portion of USA Parkway through the Tahoe-Reno Industrial Center. The following are a list of specific tasks to be completed by Jacobs:

TASK 1 QUANTITY DEVELOPMENT

Jacobs will develop roadway quantities for the existing graded portion of USA Parkway beginning at the end of the paved roadway and extending approximately 4 miles to the end of the existing graded section. Jacobs will use the previously prepared plans by Reno Engineering in conjunction with the existing surface digital terrain model (dtm) to develop estimated earthwork volumes and drainage improvement quantities. Jacobs will also estimate other quantities for roadway items previously constructed and may conduct a field visit to support these quantity gathering activities. Additionally, the right-of-way area necessary for the full construction of the future USA Parkway will be included in the quantity estimate. The anticipated width of the right-of-way for USA Parkway is 300 feet.

TASK 2 DRAFT COST ESTIMATE

Jacobs will develop a draft cost estimate for the existing graded portion of USA Parkway for submittal to NDOT. This cost estimate will include summary bid items with quantities and unit costs. Unit costs will be based on historical unit prices from similar past NDOT projects. Jacobs will review and perform quality checks on the estimate to ensure the quantities and costs detailed are in conjunction with historical NDOT costs for similar items of work.

Deliverables: Draft Cost Estimate for review and comment by NDOT

TASK 3. REVIEW OF PREVIOUS ESTIMATE AND COORDINATION WITH RENO ENGINEERING

Reno Engineering has developed a cost estimate using NDOT's Cost Estimating Wizard for the existing graded portion of USA Parkway. Jacobs will review the cost estimate as submitted by Reno Engineering and prepare a summary memo detailing the findings of the review. Jacobs will coordinate with Reno Engineering as required regarding values input and assumptions made in their estimate as part of the review.

Deliverables: Draft Review Memo for review and comment by NDOT

TASK 4. FINAL ESTIMATE and REVIEW MEMO

Following a review of the draft Cost Estimate and Review Memo by NDOT, Jacobs will revise the estimate and memo based on comments received. Jacobs will prepare a final Cost Estimate and Review Memo to be submitted to NDOT.

Deliverables: Final Cost Estimate and Review Memo

SCHEDULE: It is anticipated that the Jacobs Team will take approximately three (3) weeks to complete these tasks following notice to proceed.



Attachment A

Amendment No. 2
Scope of Services
Additional Cost Analysis in support of
Environmental and Preliminary Engineering for USA Parkway

SUMMARY

As part of the Nevada Department of Transportation's (NDOT) continued efforts associated with the Environmental and Preliminary Engineering for the USA Parkway project, Jacobs will review the recently developed construction cost estimate prepared by Reno Engineering, and will prepare an independent cost estimate for the existing graded portion of USA Parkway through the Tahoe-Reno Industrial Center. The following are a list of specific tasks to be completed by Jacobs:

TASK 1 QUANTITY DEVELOPMENT

Jacobs will develop roadway quantities for the existing graded portion of USA Parkway beginning at the end of the paved roadway and extending approximately 4 miles to the end of the existing graded section. Jacobs will use the previously prepared plans by Reno Engineering in conjunction with the existing surface digital terrain model (dtm) to develop estimated earthwork volumes and drainage improvement quantities. Jacobs will also estimate other quantities for roadway items previously constructed and may conduct a field visit to support these quantity gathering activities. Additionally, the right-of-way area necessary for the full construction of the future USA Parkway will be included in the quantity estimate. The anticipated width of the right-of-way for USA Parkway is 300 feet.

TASK 2 DRAFT COST ESTIMATE

Jacobs will develop a draft cost estimate for the existing graded portion of USA Parkway for submittal to NDOT. This cost estimate will include summary bid items with quantities and unit costs. Unit costs will be based on historical unit prices from similar past NDOT projects. Jacobs will review and perform quality checks on the estimate to ensure the quantities and costs detailed are in conjunction with historical NDOT costs for similar items of work.

Deliverables: Draft Cost Estimate for review and comment by NDOT

TASK 3. REVIEW OF PREVIOUS ESTIMATE AND COORDINATION WITH RENO ENGINEERING

Reno Engineering has developed a cost estimate using NDOT's Cost Estimating Wizard for the existing graded portion of USA Parkway. Jacobs will review the cost estimate as submitted by Reno Engineering and prepare a summary memo detailing the findings of the review. Jacobs will coordinate with Reno Engineering as required regarding values input and assumptions made in their estimate as part of the review.

Deliverables: Draft Review Memo for review and comment by NDOT

TASK 4. FINAL ESTIMATE and REVIEW MEMO

Following a review of the draft Cost Estimate and Review Memo by NDOT, Jacobs will revise the estimate and memo based on comments received. Jacobs will prepare a final Cost Estimate and Review Memo to be submitted to NDOT.

Deliverables: Final Cost Estimate and Review Memo

SCHEDULE: It is anticipated that the Jacobs Team will take approximately three (3) weeks to complete these tasks following notice to proceed.



ATTACHMENT A

Amendment No. 2
Scope of Services
Additional Cost Analysis in support of
Environmental and Preliminary Engineering for USA Parkway

SUMMARY
As part of the Nevada Department of Transportation's (NDOT) continued efforts associated with the Environmental and Preliminary Engineering for the USA Parkway project, Jacobs will review the recently developed construction cost estimate prepared by Reno Engineering, and will prepare an independent cost estimate for the existing graded portion of USA Parkway through the Tahoe-Reno Industrial Center. The following are a list of specific tasks to be completed by Jacobs:

TASK 1 QUANTITY DEVELOPMENT
Jacobs will develop roadway quantities for the existing graded portion of USA Parkway beginning at the end of the paved roadway and extending approximately 4 miles to the end of the existing graded section. Jacobs will use the previously prepared plans by Reno Engineering in conjunction with the existing surface digital terrain model (dtm) to develop estimated earthwork volumes and drainage improvement quantities. Jacobs will also estimate other quantities for roadway items previously constructed and may conduct a field visit to support these quantity gathering activities. Additionally, the right-of-way area necessary for the full construction of the future USA Parkway will be included in the quantity estimate. The anticipated width of the right-of-way for USA Parkway is 300 feet.

TASK 2 DRAFT COST ESTIMATE
Jacobs will develop a draft cost estimate for the existing graded portion of USA Parkway for submittal to NDOT. This cost estimate will include summary bid items with quantities and unit costs. Unit costs will be based on historical unit prices from similar past NDOT projects. Jacobs will review and perform quality checks on the estimate to ensure the quantities and costs detailed are in conjunction with historical NDOT costs for similar items of work.

Deliverables: Draft Cost Estimate for review and comment by NDOT
TASK 3: REVIEW OF PREVIOUS ESTIMATE AND COORDINATION WITH RENO ENGINEERING
Reno Engineering has developed a cost estimate using NDOT's Cost Estimating Wizard for the existing graded portion of USA Parkway. Jacobs will review the cost estimate as submitted by Reno Engineering and prepare a summary memo detailing the findings of the review. Jacobs will coordinate with Reno Engineering as required regarding values input and assumptions made in their estimate as part of the review.

Deliverables: Draft Review Memo for review and comment by NDOT
TASK 4. FINAL ESTIMATE and REVIEW MEMO
Following a review of the draft Cost Estimate and Review Memo by NDOT, Jacobs will revise the estimate and memo based on comments received. Jacobs will prepare a final Cost Estimate and Review Memo to be submitted to NDOT.

Deliverables: Final Cost Estimate and Review Memo
SCHEDULE II: It is anticipated that the Jacobs Team will take approximately three (3) weeks to complete these tasks following notice to proceed.

Amendment No 2: Scope of Services USA Parkway Additional Cost Analysis, April 21, 2014

12-21-14 14:35

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No. P186-11-015 Amendment No. 4 Task Order No. Task Order Amendment No.
Start Date: 08/31/11 End Date: 04/30/2015 Amendment Date: 03/31/16 Procured by: RFP
Agreement Type: Service Provider Agreement Sub-Type: Design Services Procurement No.:
Purpose: Amend contract agreement to include additional support services Design-Build Program Administration.

County(ies) where work is being performed: Storey/Lyon
Contact Person: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodiguez@dot.state.nv.us
Project Manager: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodiguez@dot.state.nv.us

Second Party Information
Contact Person: Steve Hegel Email: steven.hegel@jacobs.com Phone No.: (775) 850-5110
Company Name: Jacobs NV Business License No.: NV20081035082
Primary Address: 985 demonte Ranch Parkway, Suite 100 Business License Expiration: 2/28/2015
Invoice Remit To Address: Reno, NV 89521 dr. Search: http://dpsr.state.nv.us/contracts/contracts.aspx

Original budget approval (Form 2A) must be attached
Total Estimated Cost of Agreement: Org No. Responsible for Billing: C015 Funding Percentage:

Payable Amount: Fixed Fee %: 12 Payment Code: Payable Federal %:
Overhead %: 115.01 Payment Cycle: Monthly State %: 100
Retain %: Security Deposit: Yes No Local %:
Amendment Amount: \$2,931,800.00 Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: DBE Goal:
Apr Unit: Activity: Object: Job/Project:

Project Identification
Project ID No.: Contract:
EA No.: 73900 Other:
Board Approval
Yes No Transportation BOE Meeting Date: 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: Final Distribution Required does to start process: Execution:
Dist. Div. Head: Steve Hegel Resident: Original Summary Sheet: to be completed by Admin Services
Environmental: Pedro Rodriguez Original Form 2A: to be completed by Admin Services
IT: North Lanuza Electronic Draft of Agreement: Notice of Award Sent
Legal: Insurance Log Updated
Proj. Accting:
Right of Way:
Agree Services:
Date/Initial 11/5/14
Verified: 12-21-14

Amendment No. 4 to
Service Agreement No. P198-11-015

This Amendment is made and entered into this 15th day of DECEMBER, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Jacobs Engineering Group, Inc., 985 Damonie Ranch Parkway, Suite 100, Reno, Nevada, 89521, hereinafter referred to as the SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on August 31, 2011, the Parties entered into Agreement No. P198-11-015 to evaluate feasible alternatives and complete project approval in accordance with the National Environmental Policy Act (NEPA), the DEPARTMENT's objectives, and long-range objectives of project stakeholders; and

WHEREAS, the amount to be paid to the SERVICE PROVIDER must be increased by Two Million Nine Hundred Thirty-One Thousand Eight Hundred and No/100 Dollars (\$2,931,800.00) due to additional required services; and

WHEREAS, the termination date is amended due to an increase in scope by Amendment No. 4 Scope of Services; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P198-11-015 dated August 31, 2011.

NOW, THEREFORE, the Parties agree as follows:

- A. Article I, Paragraph 2, is amended by adding a new paragraph as follows:
"The SERVICE PROVIDER agrees to assist NDOT with Administration Support services during the Design-Build procurement phase for the USA Parkway Project as specified in Attachment A - Amendment No. 4 Scope of Services, attached hereto and incorporated herein."
- B. The termination date referenced in Article II, Paragraph 1, shall be changed from April 30, 2015 to March 31, 2016.
- C. Article IV, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
"The 'cost plus fixed fee' method of compensation shall be used for the SERVICE PROVIDER's services with the exception of Design-Build Administration Support Services. Direct salary costs, other direct costs, indirect costs and profit or twelve percent (12%) with a total cost not to exceed method of compensation shall be used for the Design-Build Administration Support Services."
- D. The total cost, less fixed fee, in Article IV, Paragraph 2, shall be changed from Two Million Fourteen Thousand Seven Hundred Sixty and 38/100 Dollars (\$2,014,760.38) to Four Million Seven Hundred Forty-Six Thousand Nine Hundred Five and 38/100 (\$4,746,905.38).
- E. Article IV, Paragraph 2, is amended by inserting the following language to the end of the paragraph:
"The total cost for direct salary costs, other direct costs, indirect costs, and profit for the Design-Build Administration Support Services shall not exceed Two Million Nine Hundred Thirty-One Thousand Eight Hundred and No/100 Dollars (\$2,931,800.00)."

NDOT
Rev. 10/2014

F. Article IV, Paragraph 3, is amended by inserting the following language to the end of the paragraph:

"For Design-Build Administration Support Services, indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among professional services being done by the SERVICE PROVIDER during the term of Amendment No. 4 Scope of Services and will be billed at the provisional indirect cost rate of one hundred fifteen and 01/100 percent (115.01%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit."

G. Article IV, Paragraph 4, is amended by increasing the dollar amount from Two Million One Hundred Forty Thousand Nine Hundred Sixteen and 65/100 Dollars (\$2,140,916.65) to Five Million Seventy-Two Thousand Seven Hundred Sixteen and 65/100 Dollars (\$5,072,716.65).

H. All of the other provisions of Agreement No. P198-11-015 dated August 31, 2011, Amendment No. 1 dated August 29, 2013, Amendment No. 2 dated May 9, 2014, and Amendment No. 3 dated October 9, 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:
Jacobs Engineering Group, Inc.

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Stephen M. DiBrien
Name (Print)

[Signature]
Director

Stephen M. DiBrien
Name (Print)

Approved as to Legality and Form:
[Signature]
Deputy Attorney General

Division Vice President
Title (Print)

[Signature]
Deputy Attorney General

NDOT
Rev. 10/2014

ATTACHMENT A
AMENDMENT No. 4 SCOPE OF SERVICES

USA PARKWAY (SR-439)
DESIGN-BUILD PROJECT
PROGRAM MANAGEMENT
BACKGROUND

The USA Parkway (SR-439) design-build Project (PROJECT) will provide for a high-quality, aesthetic, durable, and maintainable facility, improve mobility and safety for the public, maintain stakeholders' trust, and uphold the DEPARTMENT's integrity. The PROJECT is a proposed transportation link between Interstate 80 (I-80) in Storey County and US 50 in Lyon County, approximately 18.5 miles total. A six mile portion of the PROJECT roadway already exists in Storey County servicing The Tahoe Reno Industrial Center. This estimated \$60-\$70 million PROJECT would provide a new north-south link between I-80 and US 50 that will enhance local and regional access and mobility. It would provide an alternative route for traffic in case of an emergency or closure on I-80, US 50, or US 95A. The PROJECT would support planned land uses and economic development and improve efficiency of freight movement from areas east of Reno to points south.

To meet the desired notice to proceed of a design-build contract for the PROJECT in December of 2015, the following is the preliminary schedule for the PROJECT's design-build procurement process:

Issue Request for Qualifications (RFQ): January, 2015

Issue Draft Request for Proposals (DRFP): April, 2015

Issue Final Request for Proposals (RFP): June, 2015

Design-build contractor selection and contract award: November, 2015

GENERAL REQUIREMENTS

The SERVICE PROVIDER will assist DEPARTMENT in managing the delivery of the PROJECT by the design-build method. The SERVICE PROVIDER will prepare PROJECT-specific design-build procurement and contract documents based on the documents provided by the DEPARTMENT. DEPARTMENT will provide the SERVICE PROVIDER with all relevant electronic documents to facilitate maximum efficiency in developing program documents for the PROJECT. Such documents include, but are not limited to: Instructions to Proposers; Request

for Qualifications; Request for Proposals; and Performance Specifications, including all attachments and appendices. The SERVICE PROVIDER will facilitate design-build orientation and document review by DEPARTMENT and the construction industry, and will assist DEPARTMENT in managing the evaluation and selection process for the PROJECT.

The SERVICE PROVIDER will assist DEPARTMENT with the administration of the design-build contract at the option of DEPARTMENT if the PROJECT is awarded for design and construction. The scope and price for this additional work will be developed in the future as an amendment to this Agreement at the request of DEPARTMENT.

The SERVICE PROVIDER will provide the required staff, resources, and expertise to effectively execute the services required under this Amendment. The specific tasks and scope of work for the program management services (Scope of Services) are described in the following sections. The program management tasks and activities include, but are not limited to:

- Collection and review of pertinent Record Drawings, PROJECT reports, data and other information.
- Preparation of a Request for Qualifications and a Request for Proposals and assisting DEPARTMENT with the procurement of the design-build contract.
- Providing cost, schedule, and document control.
- Providing PROJECT progress reports and participating in PROJECT meetings.
- Preparation and implementation of a Design Quality Management Plan.
- If requested, management and administration support of the design-build contract during construction under a separate Agreement amendment.

The SERVICE PROVIDER shall obtain, review, and make use of available PROJECT data and information including, but not limited to, plans, cost estimates, environmental documents and technical studies, advance planning studies, agreements and other PROJECT information provided by DEPARTMENT and/or in the possession of the SERVICE PROVIDER. The SERVICE PROVIDER shall also obtain, review, and comply with all existing laws, policies, procedures, standards, and requirements of DEPARTMENT, and local and regulatory agencies that are applicable and govern the procurement, design, and construction of the PROJECT.

PROJECT designs and deliverables for inclusion into the design-build contract documents shall be in English units and conform to DEPARTMENT policies, procedures, and standards approved at the time of design. All plans shall be developed in MicroStation's V8i, and shall not be converted from another format. All plans, reports and other deliverables prepared by the SERVICE PROVIDER shall be sealed by a Registered Professional Engineer as required by the

Nevada State Board of Registered Professional Engineers and Land Surveyors (Board) and Nevada Revised Statutes (NRS). A Registered Land Surveyor as required by the Board must seal final plans for Cadastral Control.

DEPARTMENT shall coordinate efforts with the adjacent on-going or proposed projects in the PROJECT area.

The SERVICE PROVIDER shall provide all office space, furniture, telephones, vehicles, equipment, services, supplies and reprographic and delivery services, other materials, and services required or requested for performance of this Scope of Services.

1.0 DESIGN-BUILD PROGRAM MANAGEMENT

The management of the PROJECT shall include, but not be limited to, facilitating PROJECT meetings, drafting PROJECT correspondence, maintaining comprehensive PROJECT files, coordinating with PROJECT stakeholders, and providing assistance required by DEPARTMENT's PROJECT Manager.

The SERVICE PROVIDER shall work with DEPARTMENT to develop and maintain a preliminary PROJECT schedule in formal acceptable to the DEPARTMENT that shall incorporate and reflect PROJECT limitations and phasing as they are developed.

SERVICE PROVIDER shall provide a meeting place, work with the participants to set a schedule for meetings, provide an agenda based on PROJECT needs and participant requests, and compose and distribute meeting minutes. The SERVICE PROVIDER may be asked to correspond directly with PROJECT stakeholders. DEPARTMENT staff and agencies when appropriate, however, the DEPARTMENT's PROJECT Manager shall be the first individual informed. The SERVICE PROVIDER and DEPARTMENT PROJECT Manager will coordinate all meetings and field reviews.

1.1 Quality Control (QC) and Quality Assurance (QA)

The SERVICE PROVIDER shall develop a comprehensive Quality Control (QC) and Quality Assurance (QA) plan specific to this PROJECT that will require the approval of the DEPARTMENT PROJECT Manager. The quality and accuracy of SERVICE PROVIDER generated deliverables will remain the responsibility of the SERVICE PROVIDER.

The DEPARTMENT's internal design team will follow the approved Quality Assurance plan and submit completed check prints to SERVICE PROVIDER for filing in the PROJECT's document control files. The quality and accuracy of DEPARTMENT generated deliverables will remain the responsibility of DEPARTMENT, including errors that may be propagated onto SERVICE PROVIDER's deliverables.

1.2 Cost Control

The SERVICE PROVIDER shall validate the current PROJECT cost estimate and prepare a cost estimate and firm budget for design-build project for approval by DEPARTMENT including anticipated design and construction costs following award of the design-build contract. For elements of the PROJECT designed by DEPARTMENT, DEPARTMENT shall provide SERVICE PROVIDER with quantities, including, but not limited to: pavement, earthwork, concrete barrier, guardrail, traffic signs, striping, ITS, lighting, and traffic signals. SERVICE PROVIDER will update the PROJECT cost estimate as required as the PROJECT evolves. The cost estimating guidelines as provided by DEPARTMENT shall be followed, however a Cost Estimate Validation Process (CEVP) workshop is not included in this Scope of Services.

The PROJECT construction cost estimate shall include an appropriate contingency amount for identified risk elements and proposed changes. Any proposed changes to PROJECT scope will be submitted to DEPARTMENT for review and approval and evaluated based upon the impacts to PROJECT costs, schedule, and budget. To monitor and control PROJECT costs, the established DEPARTMENT procedures for changes shall be followed to process and approve any proposed changes to PROJECT.

1.3 Schedule Control

The SERVICE PROVIDER shall prepare a master schedule for completion of the Scope of Services. The master schedule shall be updated monthly and submitted to DEPARTMENT for review and approval. The SERVICE PROVIDER shall notify DEPARTMENT of any issues that may impact the master schedule and address them promptly and effectively.

DEPARTMENT shall provide SERVICE PROVIDER with monthly schedule updates for items under DEPARTMENT's design control to facilitate monthly schedule updates. DEPARTMENT shall notify SERVICE PROVIDER of any issues under DEPARTMENT's control that may impact the master schedule.

SERVICE PROVIDER shall prepare a preliminary construction schedule to assist DEPARTMENT with construction programming for the PROJECT. The preliminary construction schedule shall be cost loaded, based on the construction estimate, to provide cash flow projection analysis during construction of the PROJECT.

1.4 Document Control

SERVICE PROVIDER shall establish a PROJECT document control system for review and approval by DEPARTMENT using Sharepoint for the procurement phase of the PROJECT. Designated DEPARTMENT personnel will have full read and write access to the document control system. The document control system shall address:

- Procurement documents including supporting PROJECT reports and other data
- Responses to Proposer Questions
- Supplemental Notices
- Meeting notices
- Meeting agendas, minutes and distribution

Upon implementation of the document control system, a memorandum will be prepared by the SERVICE PROVIDER detailing the procedures to be followed. Document control, storage, and retrieval methods will include the use of both hard copies and electronic records. Document control methods will handle documents being developed (in progress), finalized documents (i.e. contract documents), drawings and other PROJECT data. An electronic document management system with a setup and file tracking system shall allow project personnel and users ready access to all documents stored in specific locations on the PROJECT Sharepoint site. When the procurement phase of the PROJECT is complete, it is the intent to transfer the appropriate documents to the appropriate parties in a format that is compatible with existing filing systems.

SERVICE PROVIDER shall furnish to DEPARTMENT, within three (3) business days, copies of all written correspondence between SERVICE PROVIDER and any party pertaining specifically to PROJECT. Drafts of any letters requiring DEPARTMENT review shall be submitted to the DEPARTMENT within three (3) business days prior to their planned mailing date.

SERVICE PROVIDER shall be responsible for organizing, scheduling, and preparing PROJECT meeting agendas and other information to complete the tasks set forth herein for the SERVICE PROVIDER. SERVICE PROVIDER shall also record and distribute minutes to DEPARTMENT and all participants within three (3) business days after meeting.

SERVICE PROVIDER shall periodically update the DEPARTMENT's PROJECT web site with PROJECT information as requested by the DEPARTMENT.

1.5 Value Engineering

A Value Engineering (VE) study has been previously completed as part of the environmental assessment phase of the PROJECT. SERVICE PROVIDER shall incorporate appropriate provisions from the VE study into the procurement documents for the PROJECT following DEPARTMENT consultation and approval.

1.6 Cost Risk Assessment

SERVICE PROVIDER shall prepare and provide a Cost Risk Assessment in accordance with DEPARTMENT Project Management Division's Risk Management Guidelines to include one (1) SERVICE PROVIDER facilitated workshop hosted by the DEPARTMENT in Carson City, Nevada. DEPARTMENT shall identify the individuals to attend such workshop and provide a list of invitees to SERVICE PROVIDER.

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1.7 Design Standards Compliance Report

A Design Standards Compliance Report (DSCR) has been previously completed by the SERVICE PROVIDER as part of the environmental assessment phase of the PROJECT. SERVICE PROVIDER shall incorporate appropriate provisions from the DSCR into the procurement documents for the PROJECT following DEPARTMENT consultation and approval.

1.8 Design-Build Process Improvement Review

DEPARTMENT shall provide the SERVICE PROVIDER with surveys and other documented feedback received from the construction industry regarding DEPARTMENT's overall design-build program experience. SERVICE PROVIDER shall review this feedback and identify opportunities for improvements in the design-build procurement process and documents for the Project. DEPARTMENT shall review these recommendations and provide direction to SERVICE PROVIDER regarding incorporating such recommendations as appropriate.

1.9 Meetings and Monthly Progress Reports

SERVICE PROVIDER shall prepare and submit to DEPARTMENT for review and approval, a monthly progress report with each monthly invoice that indicates the work progress achieved by SERVICE PROVIDER during the preceding month.

Project Management Team (PMT) meetings: between SERVICE PROVIDER and DEPARTMENT shall be held on a weekly frequency to discuss project status, schedule, potential problems, and other progress issues. DEPARTMENT will establish the dates and times of these meetings. DEPARTMENT or SERVICE PROVIDER may call additional PMT PROJECT coordination meetings at any time that any party requires discussion of PROJECT issues.

The SERVICE PROVIDER shall attend additional PROJECT meetings with DEPARTMENT's internal staff on a weekly frequency as requested by the DEPARTMENT's PROJECT manager.

SERVICE PROVIDER shall attend additional PROJECT meetings as requested by DEPARTMENT related to local agency and other stakeholder issues, agreements, and other topics related to the PROJECT.

1.10 Project Management Plan

SERVICE PROVIDER shall prepare and provide a Project Management Plan (PMP) in accordance with DEPARTMENT Project Management Division's Project Management Guidelines. The PMP shall address a Project-specific approach to roles and responsibilities, communications, risk, change and other items identified in such Guidelines.

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1.11 Financial Plan

If, as and when requested by DEPARTMENT during the course of the Project, SERVICE PROVIDER shall prepare and provide a Financial Plan for the Project. Such Plan shall be prepared based upon the guidelines established by the Federal Highways Administration (FHWA) for major projects as modified by DEPARTMENT based on the specific needs of the Project.

1.12 Agreement Services Procurement Administration Support

SERVICE PROVIDER shall provide administrative support services to DEPARTMENT, on an as-requested basis to assist with the preparation of DEPARTMENT Project documentation, to assist with Project communications and meeting scheduling, and other tasks required for the Project.

2.0 PUBLIC AWARENESS

2.1 Public Meeting

One (1) public meeting may be required during the course of the procurement phase at DEPARTMENT's discretion. SERVICE PROVIDER shall coordinate with the DEPARTMENT's Public Hearings Officer, Public Information Office and the DEPARTMENT Project Manager on development of a public awareness and outreach plan. This plan will address external project communications which may include, but is not limited to, issue ascertainment, development of a stakeholder database, PowerPoint presentations, news releases, establishment of a speaker's bureau and assistance with the traffic helpline. Specific elements will include issues related to: project schedules; budgets; funding; traffic control impacts; right-of-way; and public input and awareness. If requested by DEPARTMENT, SERVICE PROVIDER will develop one set of project specific materials and exhibits for publication, and one update to the originally created materials. DEPARTMENT is responsible for the printing and distribution of these materials.

SERVICE PROVIDER shall be responsible for organizing, notifying, procuring facilities, providing presentations, and preparing responses to comments for one (1) public information meeting in accordance with DEPARTMENT policy and procedures, and within or as near as practical to the project limits. Cost for the public information meeting is capped at the amount shown in the fee estimate. Any direct costs for the public information meeting beyond the capped amount shall be considered outside of the Scope of Work of this contract.

3.0 DESIGN-BUILD PROCUREMENT

3.1 General

SERVICE PROVIDER shall assist DEPARTMENT and work with PMT to: 1) establish the procurement process; 2) coordinate industry review of the contract documents and requirements; 3) conduct pre-qualification process and pre-proposal meeting; 4) prepare addenda; and 5) evaluate proposals and award design-build contract. SERVICE PROVIDER shall review and ensure compliance with pertinent DEPARTMENT policies, procedures and legal requirements.

All design-build bid documents, including but not limited to: Evaluation and Selection Plans; Industry Review Process; Request for Qualifications; Request for Proposals; Special Provisions; Schedules; Quantity Estimates; and Performance Criteria will be modeled after DEPARTMENT documents. DEPARTMENT shall provide electronic files, in original software format, to SERVICE PROVIDER for all such documents.

3.2 Evaluation and Selection Plans

SERVICE PROVIDER will prepare, for approval by DEPARTMENT, written Evaluation and Selection Plans (E&S Plans) for the Request for Qualifications (RFQ) and Request for Proposals (RFP) phases of PROJECT procurement. The E&S Plans will describe each step of the evaluation and selection process, and will identify the roles and responsibilities of the personnel assigned to evaluate Statements of Qualifications (SOQ) during the RFQ phase and Requests for Proposals (RFP) during the RFP phase.

Prior to commencement of the RFQ and the RFP evaluation and selection process, the SERVICE PROVIDER will distribute the approved E&S Plans and the corresponding RFQ or RFP to the evaluation teams and selection committee(s) as designated by DEPARTMENT; the schedule for the evaluation and selection; the confidentiality, non-disclosure, and conflict of interest statements; and other information needed by the evaluation and selection personnel.

3.3 Industry Meeting

SERVICE PROVIDER will develop, for DEPARTMENT approval, an industry review process during the procurement period and will facilitate meeting between DEPARTMENT and interested construction and engineering firms during the procurement process. This meeting will be held about the time that the RFQ is issued to allow DEPARTMENT and the SERVICE PROVIDER to explain the PROJECT and the design-build procurement process and contract implementation. SERVICE PROVIDER will assist DEPARTMENT in developing the agenda, making meeting arrangements, preparing and making presentations, and documenting the meeting.

3.4 Request for Qualifications

SERVICE PROVIDER will assist in the preparation of the RFQ, in consultation with DEPARTMENT, to solicit Statements of Qualifications (SOQ) from interested design-build teams (Proposers). The RFQ will focus on determining the Proposer's experience, qualifications, and past performance, not its PROJECT approach.

Upon issuance of the RFQ, the SERVICE PROVIDER will assist DEPARTMENT in receiving and responding to requests for clarification from prospective Proposers and in preparing and issuing addenda to the RFQ, as required.

Upon receipt of the SOQ, the SERVICE PROVIDER will facilitate and assist DEPARTMENT in the evaluation and short-listing process.

SERVICE PROVIDER will assist DEPARTMENT in responding to any protests.

3.5 Request for Proposals

SERVICE PROVIDER will prepare instructions to Proposers (ITP), Contract Documents and Reference Documents that will comprise the RFP. The ITP and Reference Documents will not be part of the design-build contract. SERVICE PROVIDER will prepare Performance Specifications for review and approval by DEPARTMENT except those Performance Specifications that are DEPARTMENT's responsibility to prepare as discussed in Section 4. DEPARTMENT will perform over-the-shoulder reviews during the development of individual sections of the Performance Specifications by SERVICE PROVIDER. SERVICE PROVIDER will submit one draft of the Performance Specifications to DEPARTMENT for review and comment prior to issuing the draft RFP.

SERVICE PROVIDER will assemble and distribute a draft RFP to DEPARTMENT, DEPARTMENT-designated stakeholders and short-listed Proposers for review and comment, following the approved industry review plan. SERVICE PROVIDER will meet with DEPARTMENT to resolve comments and incorporate resolutions in the final RFP. Prior to issuance of the final RFP, SERVICE PROVIDER will provide DEPARTMENT with the final draft for review and approval.

SERVICE PROVIDER will prepare and reproduce the final RFP in electronic format as agreed with DEPARTMENT for distribution to the short-listed Proposers, designated DEPARTMENT staff and DEPARTMENT-designated stakeholders. Following issuance of the RFP, SERVICE PROVIDER will assist and facilitate "Alternative Technical Concept (ATC) Reviews", if incorporated in the process; assist DEPARTMENT in receiving and responding to requests for clarification from short-listed Proposers; and prepare any necessary addenda or supplemental notices to the RFP.

Upon receipt of the short-listed Proposers response to the RFP (Proposals), SERVICE PROVIDER will facilitate and assist DEPARTMENT with the evaluation process.

SERVICE PROVIDER will assist DEPARTMENT in responding to any protests.

3.6 Proposer One-on-One Meetings

Individual meetings will be held with short-listed Proposers after issuance of the draft RFP to allow these firms to present comments and recommendations to DEPARTMENT and the SERVICE PROVIDER on the draft RFP and to discuss potential innovative Proposer concepts. SERVICE PROVIDER will assist DEPARTMENT in developing the agendas, making meeting arrangements, preparing and making presentations, providing technical support and documenting the meetings.

3.7 DEPARTMENT Agreement Support Services

SERVICE PROVIDER shall provide support as requested by DEPARTMENT with the development, preparation and review of up to five DEPARTMENT agreements with agencies and other PROJECT stakeholders. Such support may include the preparation of drawings, exhibits, cost estimates and other calculations, and legal descriptions.

3.8 Legal Review

SERVICE PROVIDER, through legal subconsultant approved by DEPARTMENT, shall conduct periodic legal reviews of the RFQ, RFP and the Contract Documents, and PROJECT agreements as requested by DEPARTMENT. On-call legal consultation will be provided during document preparation and the evaluation and selection process to assure legal sufficiency and consistency with good design-build procurement practices, Federal and Nevada laws, rules, and regulations. The cost for the legal review services shall be capped as shown in the fee proposal provided by the SERVICE PROVIDER for this Task 3.8. Any legal review costs beyond the capped amount shall be considered outside the Scope of Services of this Agreement.

3.9 Assemble Conformed Contract

SERVICE PROVIDER will assist DEPARTMENT in assembling the conformed contract for signature and distribution (in hardcopy and electronic format) which will consist of the Contract Documents included in the RFP, revised to reflect any addenda, changes during discussions and/or negotiations, and those components of the successful Proposal designated in the RFP for inclusion in the conformed contract.

Following award of the design-build contract, the SERVICE PROVIDER will assemble and provide all original procurement documents to DEPARTMENT.

3.10 Escrow Document Review

SERVICE PROVIDER will conduct an assessment to the completeness of the escrow documents of the selected Proposer. Following this assessment, SERVICE PROVIDER will prepare a report to DEPARTMENT regarding the findings of the assessment, including identification of any deficiencies that could potentially impact successful completion of the design-build contract.

3.11 Design-Build Construction Contract Administration (An DEPARTMENT Option)

DEPARTMENT may amend the SERVICE PROVIDER Agreement to incorporate additional services, in the event that DEPARTMENT elects to proceed with the award of the design-build contract and requires assistance in the administration of the design-build contract.

4.0 PROCUREMENT PHASE DESIGN SERVICES

The SERVICE PROVIDER will supplement the preliminary design work performed for the Environmental Assessment (EA) to a level necessary to include as preliminary design plans and design reference documents for the design-build solicitation. The SERVICE PROVIDER will coordinate with DEPARTMENT staff to determine the level of completion each functional area will require for incorporation into the design-build RFP and will provide design assistance as requested by DEPARTMENT to meet the procurement schedule. The following task elements are included in this program management scope of services.

4.1 Location and Surveying

The SERVICE PROVIDER shall perform additional surveying and location/control work as needed, including field verification surveys of existing ground elevations, proposed drainage inverts, and roadway and channel cross sections. All field survey information and topographic mapping efforts will be provided in Microstation V8i format and shall be based on the DEPARTMENT coordinate system. A total of 80 survey crew manhours are allocated for this task. If the effort exceeds this amount, the SERVICE PROVIDER will request the authorization of additional services to complete this task.

4.2 Geotechnical

The following task items present the anticipated services and clarification of deliverables for the development of a geotechnical data report. This scope was developed around the guidelines presented in FHWA-NH-01-031 Subsurface Investigations – Geotechnical Site Characterization reference manual and on the grading indicated in the 30 percent design plans developed as part of the geotechnical scope included in the Agreement.

This scope of services is for the development of a geotechnical data report and is not for the purposes of developing recommendations or formulating design requirements associated with the grading and construction of the PROJECT. Therefore, the proposed exploration program has been developed to provide information that would allow screening and review by others for development of any supplementary exploration approaches they may deem necessary for development of final PROJECT design documents.

As presented in the 30% design report, the PROJECT alignment can be divided into three segments: a gently to moderately sloping alluvial fan (Sta. 10 to 300 +/-), rough, mountainous terrain (Sta. 300 to 460 +/-), and an existing graded road (Sta. 460 to 690 +/-).

- Alluvial Fan - During performance of the 30% design report, explorations were advanced across the alluvial fan by trackhoe on approximate 1,000 foot centers. These explorations characterize the initial portion of the alignment reasonably well for the design information to date and therefore, no additional explorations have been recommended as a part of this scope of services.
- Rough Mountainous Terrain - Because of the deep cuts associated with the rough terrain portion of the alignment, additional explorations are proposed for this area, and this portion of the alignment is the main focus of this investigation.
- Existing Graded Road - No additional explorations have been proposed for the segment of the alignment encompassing the existing graded road. The existing cut slopes along this portion of the alignment would offer adequate insights to potential excavation characteristics and slope properties for any additional grading that may be required. Portions of this alignment have also presented roadbed soils that do not present an R-Value of 45. The decision to mitigate these areas, or any additional areas that may be identified, becomes a reliability and design approach decision and therefore, further refinement of soil data in this area has not been proposed.

Explorations will be logged in general conformance with the DEPARTMENT Geotechnical Procedures and Practices Manual and ASTM D2488. Geophysical measurements will also be performed as part of the data collection process. Supplementary observations and photographs will be added to the report documents as appropriate.

4.2.1 Exploration

4.2.1.1 Borings and Test Pits - Approximately 6,700 feet of slope length exists within the rough terrain portion of the alignment (Sta. 300 to 460 +/-). Borings will be advanced along the alignment near centerline, and ranging between 80 to 300

feel right and left of centerline, depending on the extent of design slope profiles. Approximately 26 borings are anticipated to be performed for this portion of the investigation.

Borings will be advanced via sonic drilling methods. Rock quality in the area is so poor that the water demand necessary for recirculation could not be reasonably met for rock coring or mud rotary. Sonic drilling typically costs more for mobilization but is much quicker and provides substantially more material for testing and examination. Sonic drilling can be performed from a track mounted rig which allows for better access in remote locations. The method also offers the option of Standard Penetration Testing (ASTM D1586) as appropriate. The cost to grade access and drill pads is included in this Task.

Test pits, if prudent to perform, will be advanced with a track mounted excavator, typically a Hitachi 330 or equal.

4.2.1.2 Geophysical Surveys - Geophysical surveys will be performed at boring locations. Geophone spacing will be established to reflect the anticipated cut depth. Based on this approach, 26 geophysical surveys will be performed for this portion of the investigation.

Shear wave (S-wave) and compression wave (P-wave) measurements will be obtained along various cut slopes. Measurements will be obtained via the Refraction Micro-Tremor Method (ReMi™).

4.2.1.3 Summarize and Include Existing Data - Existing data (as reported in the 30% report) will be summarized by each specific study area and by exploration method.

4.2.2 Laboratory Testing - Bulk and discrete samples will be obtained from the explorations and returned to a Reno, Nevada laboratory for testing. Laboratory testing will be performed to report sample quality for mass grading considerations.

4.2.2.1 Soils - For the purposes of the report, we have established a soil testing program based on an average of one test per 20 feet of exploration. The soil testing program will consist of performing: moisture (ASTM D2216), Gradation (ASTM D6913), and Plasticity (ASTM D4318). Soil types will be grouped and based on those various soil types, R-Value (ASTM D2844), and Moisture Density Testing (ASTM D1557) will be performed.

4.2.3 Geotechnical Data Report - The explorations, geophysical surveys, and summaries of laboratory test data will be presented in a summary report. Data will be compiled in two formats: by exploration location and by summary of specific data. This should provide reasonable means for review of garnered data by others.

4.3 ROADWAY

As part of the scope of work for the Agreement, the SERVICE PROVIDER advanced the roadway design to an approximate 30% level of completion for the graded section and new alignment portions of the USA Parkway portion of the PROJECT. It is the desire of DEPARTMENT to potentially include improvements to the existing paved section of USA Parkway, as well as the widening of US 50 from USA Parkway to US 95A. In the design-build contract, in addition, the SERVICE PROVIDER shall assist DEPARTMENT in the preparation of construction cost estimates, evaluation and prioritization of potential scope elements, as well as other roadway specific tasks outlined below.

4.3.1 Plan Development for USA Parkway Existing Paved Section and US 50 - As part of the preliminary engineering effort, the SERVICE PROVIDER prepared a Design Standards Compliance Evaluation on the existing paved section of the USA Parkway portion of the PROJECT. Numerous non-compliant elements were identified along with potential mitigation measures. It is the desire of DEPARTMENT to include improvements to the existing paved section of USA Parkway as part of the design-build PROJECT. In order to depict the paved section of the roadway in the RFP documents, the SERVICE PROVIDER shall develop conceptual plans that include the following:

- Centerline alignment and stationing
- Ortho photography and mapping
- Existing right-of-way and parcel lines

Preliminary plans will be developed at a scale of 1"=100' (11"x17") with approximately 22 sheets required.

In addition to the plan development for the existing paved section of USA Parkway, the SERVICE PROVIDER will develop conceptual roadway plans for the US 50 widening from USA Parkway to US 95A. The SERVICE PROVIDER will utilize the design information developed to date by the DEPARTMENT Roadway Design Division for the development of the conceptual plans. The plans will be developed at a scale of 1"=100' (11"x17") with approximately 12 sheets required.

4.3.2 Cost Estimating / Scope Prioritization - The SERVICE PROVIDER shall prepare construction cost estimates for improvements to alleviate design and safety deficiencies present in the paved section of the USA Parkway roadway portion of the PROJECT, as well as coordinate with DEPARTMENT's Roadway Design Division to determine the costs of the proposed improvements to US 50. The cost estimates will be prepared utilizing estimated quantities and historical unit prices. These estimates will be combined to determine an overall construction cost estimate for the project.

Based on the amount of the overall construction cost estimate for the PROJECT, DEPARTMENT may elect to list specific elements of work as additional scope items in the design-build procurement documents. The SERVICE PROVIDER will coordinate with DEPARTMENT PROJECT Manager as well as DEPARTMENT technical divisions in the prioritization of additional scope items. Prioritization will be based upon a benefit-cost analysis of each proposed additional scope element.

4.3.3 Preliminary Design Plans and Performance Specifications – The SERVICE PROVIDER will coordinate with the DEPARTMENT Roadway Design Division to provide base roadway design drawings and roadway performance specifications for the design-build RFP. Roadway plans to be included in the procurement documents include the following:

- The preliminary roadway improvement plan and profile sheets previously developed by the SERVICE PROVIDER as part of the original Agreement scope of services.
- The DEPARTMENT developed improvement plans for the widening of US 50 from approximately USA Parkway to US 95A.
- The plans developed for the existing paved section of USA Parkway as described in Section 4.3.1 above

4.3.4 Evaluation of Additional Roadway Design Elements – The SERVICE PROVIDER will assist the DEPARTMENT's Project Management Division in the evaluation and determination of potential additional roadway design elements and their associated construction costs. The additional roadway design elements may include the following:

- Power line access road requirements
- Right-of-way fencing
- Chain-up locations
- Runaway truck ramp requirements
- Access locations to USA Parkway and US 50
- Wildlife/scenic viewing areas

4.3.5 Design-Build Procurement Support - In conjunction with the DEPARTMENT'S Roadway Design Division, the SERVICE PROVIDER will lead the development of the roadway performance specification documents for the design-build RFP. In addition, the SERVICE PROVIDER will provide roadway coordination during the design-build procurement and assist in providing responses to Proposer's questions related to the roadway discipline. The SERVICE PROVIDER will also assist in the evaluation of Proposer's ATCs and the roadway component of Proposals received.

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4.4 DRAINAGE

The SERVICE PROVIDER shall coordinate with the DEPARTMENT'S Roadway Design Division, Hydraulics Section to complete the preliminary design of storm drainage improvements for the PROJECT and complete the development of preliminary drainage plans which will be issued with the design-build RFP. This drainage scope of services includes a modification to the previously performed drainage analysis as a result of new and updated information and documentation related to the recent Kimley-Horn hydrologic model. The revisions to the previously prepared drainage documents will include the following:

- Inclusion of additional hydrologic information, to coincide with recent work for Lyon County prepared by Kimley Horn and Associates.
- An update to the drainage report and plans at major drainage crossings using the updated hydrologic design criteria.
- The inclusion of drainage features and design criteria for portions of US50.
- A separate cost estimate to upgrade existing drainage facilities currently outlined as deficient in the Pass/Fail Drainage Analysis.

It is anticipated that an update to the existing 30% Preliminary Drainage Design Report, Plans, and Pass/Fail Drainage Analysis will be required. A cost estimate to remedy deficient facilities on the existing portion of USA Parkway, as outlined in the Pass/Fail Report, will be included for informational purposes. For the purposes of this drainage scope of work, the following PROJECT assumptions have been identified:

- Jacobs is the prime SERVICE PROVIDER for this Scope of Services. Both Wood Rodgers and Kimley Horn will be subcontracted to support Jacobs for drainage design work.
- Schedule is critical for this work and drainage deliverables prepared by Wood Rodgers and Kimley Horn shall be completed prior to issuance of a draft RFP for the PROJECT.
- Based on Kimley Horn's work for Lyon County, updated drainage hydrograph or design flows will be provided at major crossings, and channels for use in all culverts hydraulic, and channel modeling changes.
- No revisions to the on-site drainage analysis will be included in the updated report.
- DEPARTMENT will be providing the existing infrastructure information on US50 and all design information to be incorporated into the drainage analysis and report.

4.4.1 Hydrologic Modeling and Analysis (to be performed by Kimley-Horn) - The SERVICE PROVIDER will perform hydrologic modeling and analyses to develop peak flow hydrographs at specific existing and proposed major drainage crossings (36" and larger diameter pipes and box culverts) and proposed longitudinal channels along USA Parkway, as selected by DEPARTMENT. Hydrographs will be developed for 25, 50, and 100-year storm frequencies at these prescribed locations to develop hydraulic design of

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these facilities. This Hydrologic Modeling and Analysis task will consist of the following items of work:

4.4.1.1 Data Compilation – The SERVICE PROVIDER will coordinate with DEPARTMENT staff to compile the requisite available data related to the existing and proposed hydrology in the project area, including the following:

- Physiographic data – topography, sub-basins GIS/CAD files for existing and proposed facilities, land use, vegetation, soils, and surface flow paths and patterns, and
- Stormwater infrastructure GIS/CAD information – off-site, on-site roadway drainage, and longitudinal channel facilities.

Data will be compiled for the purpose of setting up the GIS-based hydrologic models. The SERVICE PROVIDER will utilize the compiled GIS data and USGS Quadrangle mapping as the primary source of topographic information for the project area. The SERVICE PROVIDER will supplement any shortcomings in this data with available information from national resources, including:

- USGS National Elevation Dataset as a GIS Digital Elevation Model (DEM) used as needed to supplement USGS Quadrangle map data for topographic survey information within the study area;
- NRCS Soils Survey Geographic (SSURGO) GIS database files for soils within the study area;
- Aerial imagery and photography from the Environmental Systems Research Institute (ESRI) ArcGIS Online data source for land uses within the study area; and
- Precipitation information in a gridded GIS format from the National Weather Service NOAA Atlas 14 database for rainfall data within the study area.

The SERVICE PROVIDER will compile existing data already obtained and/or developed for previous studies in the project area to setup the hydrologic model inputs, as well as review and update this data as necessary. The SERVICE PROVIDER will prepare a Technical Memorandum (TM) summarizing the findings, recommendations, and the overall data compilation task. The TM will include the list of sources, existing and new data compiled for the project area. The SERVICE PROVIDER will incorporate revisions from one-round of DEPARTMENT comments prior to finalizing the TM and submitting to DEPARTMENT.

Deliverables for task 4.4.1.1 include: Draft and Final Data Compilation Technical Memorandums.

4.4.1.2 Hydrologic Modeling and Analysis – The hydrologic modeling and analysis will include (1) new watershed hydrologic models for proposed

structures/systems not located in Ramsey Canyon or previous modeling efforts in the Truckee River Watershed, and (2) the reconfiguration of existing models developed on previous projects in Ramsey Canyon and the Truckee River Watersheds. For this project, the SERVICE PROVIDER will be using the U.S. Army Corps of Engineers (USACE) Hydrologic Modeling System, HEC-HMS version 4.0 (HEC-HMS). NOTE: The SERVICE PROVIDER's team includes the firms of Kimley-Horn as well as Wood Rodgers performing drainage analysis as part of the scope of work. With respect to the hydrologic modeling, Kimley-Horn will review and evaluate the usage of model portions developed by Wood Rodgers. Kimley-Horn will be using an entirely different infiltration methodology (Green & Ampt), and therefore, any Wood Rodgers models used will be modified.

As described above, a new hydrologic model or an existing model reconfiguration will be developed for each structure/system using HEC-HMS. The hydrologic models will be constructed using the same methodologies our group has used for several recently FEMA-approved Flood Insurance Studies in the region.

Model development includes, but may not be limited to, the following:

- Terrain processing in GIS using the USGS 30 meter DEM, and supplemented with any other data provided by Wood Rodgers/DEPARTMENT for the project area;
- Subbasin delineation and NOAA Atlas 14 area-based centroids at each sub-basin;
- Area-weighted initial losses;
- Hydrologic land use delineation using aerial interpretation of the most recent aerial orthophotography;
- SSURGO soil delineation;
- Green and Ampt infiltration parameter development including a breakdown of up to 3 named soil components is provided, and these soil components are further categorized into 1 of 13 common soil textures;
- Area Reduction Factors (ARFs) using NOAA Atlas 2 Curves based on watershed area and storm duration;
- Lag time calculations;
- Snyder unit hydrographs;
- Muskingum-Cunge Reach routings;
- Storage routings;
- Hydrologic connectivity;
- balanced storm hyetographs for each design storm event;
- Prepare design storm precipitation;
- Set up model controls/global parameters; and
- Run models and troubleshoot errors.

Deliverables for task 4.4.1.2 include: Draft and Final Modeling and Analyses Technical Memorandums, ESRI geodatabase, Digital HEC-HMS models, and Hydrographs at the prescribed locations for the 25, 50, and 100-year storm frequencies.

4.4.2. Preliminary Hydrology/Hydraulics Update (to be performed by Wood-Rodgers)

4.4.2.1. Pass/Fail Drainage Update and Deficient Facilities Upgrade Cost Estimate - New hydrologic design information for major channels and culvert crossings on the existing USA Parkway will be provided by Jacobs/Kimley Horn. The updated information will be used to review all facilities outlined in the Pass/Fail Analysis deficiency tables which currently do not meet DEPARTMENT drainage design standards. New deficiency tables will be created based on the updated information and hydraulic design of undersized culvert crossings will be performed. The drainage design team will follow the policies, procedures, and practices as outlined in the current Nevada Department of Transportation Drainage Manual when evaluating and determining culvert and channel capacities, and roadway curb and gutter allowable spread. Deficient facilities will be reviewed to determine the needed improvements to meet current culvert, channel, and roadway spread capacity. The report will be updated to reflect any changes with the associated new information.

The SERVICE PROVIDER will prepare an engineer's construction cost estimate necessary to upgrade facilities outlined in the deficiency tables for the existing portion USA Parkway. The Team's cost estimate will not include drainage changes required as a result of the improvement to the following:

- Changes to the roadway required to meet roadside design safety standards/clear zone.
- Additional temporary or permanent right of way required for the newly upgraded facilities.

4.4.2.2. Preliminary Design Drainage Report Update - A hydrologic and hydraulic analysis has been completed for the project area however DEPARTMENT would like to update the drainage report to be consistent with Lyon County "Ramsey Canyon Watershed Flood Control Study" by Kimley Horn. Kimley Horn will provide a determination of offsite peak flows based off their current model at major concentration points and drainage crossing relevant to the current USA Parkway alignment. This information will be included in an updated report.

The drainage design team will bring up-to-date the drainage report, and 30% plans at these major crossings or key offsite locations by following the policies, procedures, and practices as outlined in the current Nevada Department of

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Transportation Drainage Manual. The peak design offsite flows provided by Kimley-Horn will be used to update the hydraulic analyses on USA Parkway, using the HEC-FAS hydraulic model or HY-8 as previously determined in the current 30% report. It is anticipated that major drainage crossing larger than 36" will be reviewed (approximately 21 locations) and major channel sections will also be reevaluated with the updated offsite flows. The report and plans will be updated to reflect any changes that occur due to the re-evaluation. No changes to onsite drainage facilities will be made to the report.

It has also been determined that a drainage inventory and design of portions of US 50 will be included in the drainage report. The DEPARTMENT will provide Wood Rodgers with all inventory or drainage facilities along US50 and design information as desired by the department to be included in the report. All data provided will not be manipulated or formatted. It is anticipated that Wood Rodgers will be including the provided information as an appendices to the existing 30% design report.

4.4.2.3. Preliminary Drainage Plans Update - The 30% drainage plans will be updated to reflect all changes to the major channels and culvert crossings as a result of incorporating the new offsite hydrologic flows. Both plan and profiles will be revised.

Deliverables for task 4.4.2 shall include the following:

- Updated Drainage Pass/Fail Analysis Report
- Cost Estimate to upgrade the deficient drainage infrastructure as outlined in the report
- Updated Preliminary Drainage Design Report for USA Parkway
- Updated Preliminary Drainage Plans and Profiles

4.5. LANDSCAPE AND AESTHETICS

The SERVICE PROVIDER shall assist the DEPARTMENT Roadway Design Division, Landscape Architecture Section, by producing conceptual plan alternatives, a preferred concept plan, performance specifications, cost estimates and stakeholder/public involvement for the landscape and aesthetic (L & A) features necessary to upgrade the PROJECT. This design will comply with the "Pattern and Palette of Place" Landscape and Aesthetic Master Plan and the I-80 Landscape and Aesthetic Corridor Plan and the Central US 95, West US 6 and Central US 50 L&A Corridor Plan. The SERVICE PROVIDER will provide coordination with the appropriate DEPARTMENT Divisions to develop the L & A work products to a preliminary level of completion.

The landscape and aesthetics scope of services shall include the following specific items of work:

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4.5.1. Mapping Research - The SERVICE PROVIDER will prepare a comprehensive base map with accurate location of the following data for use in developing aesthetic aspects of L&A performance standards for slope reclamation, treatment of drainages and vegetation:

- Proposed topography
- Proposed hydrology and drainage conditions
- Existing vegetation to protect and preserve, and vegetation impacted by new construction
- Other project related data necessary to be referenced in the conceptual plan development and performance standard plans will be gathered including environmental, traffic, structures, geotechnical, pavement, utilities, ROW, drainage, ITS and aesthetics

4.5.2. Research/Report Preparation - The SERVICE PROVIDER will conduct research and prepare a comprehensive narrative report describing:

- Heritage and culture of the project area and the project design intent, including information already provided as part of the project environmental documents.
- Climate/environmental conditions
- Existing soils condition including Ph, electrical conductivity, tilt, fertility and texture (The SERVICE PROVIDER to have soil testing performed, maximum 6 samples and provide necessary recommendations for planting and revegetation success)

4.5.3. Conceptual Plan and Performance Standards - The SERVICE PROVIDER will:

- Prepare three conceptual master plans for DEPARTMENT Review. This includes typical groundplane treatments and sketches for special treatments for hardscape features. SERVICE PROVIDER will revise plans per review comments for presentation at stakeholder meetings.
- Coordinate with DEPARTMENT Project Management and Landscape Architecture Division on L&A elements to be included in project.
- Coordinate with structure designers on any aesthetic elements pertaining to structures, retaining walls, parapets, etc.
- Develop one preferred conceptual plan per DEPARTMENT selection and per Stakeholder option choices and comments. Prepare construction cost estimate to conform to the available restrictions and long-term maintenance requirements for the preferred conceptual plan.
- Present the preferred conceptual Landscape and Aesthetics Plan at a Public Information Meeting and make minor revisions per public comment and DEPARTMENT direction.

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• Plan and Performance Specification Development – The SERVICE PROVIDER will:

- Develop the preferred conceptual design to a design guideline/illustrative level including plans and construction estimates necessary to advertise for a Design Build type of proposal (RFP). Develop all plans and estimates according to DEPARTMENT procedures. Coordinate with various DEPARTMENT Divisions to produce conceptual plans, material quantities and construction estimates.
- Provide draft and final performance requirements and specifications for any L&A items of work or phasing of construction to be included in the RFP documents.

4.5.4. Design-Build Procurement Support - The SERVICE PROVIDER will provide L&A coordination during the design-build procurement and assist in providing responses to requests for information regarding L&A documents. The SERVICE PROVIDER will also assist in the preparation of any supplemental notices and will assist in the evaluation of the L&A component of proposals received. Construction administration support services for L&A to be included as a future service at the option of the DEPARTMENT.

4.5.5. Miscellaneous - The SERVICE PROVIDER will:

- Coordinate with stakeholders prior to plan development to determine levels of treatment for hardscape and softscape and determine potential contributions of ornamental landscaping and/or irrigation and maintenance by stakeholders.
- Coordinate with the DEPARTMENT to obtain a list of stakeholders to participate in a stakeholder meeting. Coordinate to contact stakeholder through mailings and/or email and for a stakeholder meeting location.
- Coordinate with private/public entities as necessary during preliminary and final design.
- Prepare materials (handouts, displays and presentations) for, arrange for and participate in one stakeholder meeting.
- Prepare material for and participate in one public meeting. The public meeting may be for a dual purpose to include L&A and other aspects of the project.
- All investigations, analysis, and design/construction recommendations must be according to DEPARTMENT, AASHTO, and FHVA guidelines. Submit to DEPARTMENT for review, comment and approval.
- Provide a Nevada Registered Landscape Architect to lead, manage and organize the L & A design efforts. Landscape Architect shall have a verifiable minimum of 10 years Landscape Architecture experience and shall be licensed in the State of Nevada. The Landscape Architect shall have not less than 5 years of task lead responsibility and experience on freeway/highway corridor design and construction

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projects in the arid southwest U.S., and/or with 5 years landscape architecture design and construction projects experience in Nevada.

4.6 ENVIRONMENTAL

SERVICE PROVIDER will participate in the RFQ Development ensuring the RFQ reflects NDOT commitments in the environmental document. The work will include development of environmental exclusion area mapping to provide to the Proposers, attending one RFP meeting, preparing and/or reviewing environmental specifications, and answering environmental questions from the Proposers.

SERVICE PROVIDER will complete up to 10 reviews of design submittals, proposals, and ATCs to ensure the proposed design is consistent with environmental commitments identified in the RFP. SERVICE PROVIDER will facilitate up to five (5) meetings to specifically address environmental commitments (three (3) meetings will be held via webex, two (2) will be in-person meetings). Up to five (5) design submittals will be reviewed by SERVICE PROVIDER's cultural resources staff and biological resources staff to ensure consistency with impacts disclosed in the EA and environmental commitments.

This work assumes:

- Contributions to the RFQ and two (2) rounds of reviews and edits
- Development of environmental specifications and two (2) rounds of edits
- Development of environmental exclusion area mapping
- Developing answers to up to 30 environmental questions from Proposers
- Up to ten (10) reviews of design submittals, proposals and ATCs by SERVICE PROVIDER's environmental staff, and five (5) reviews by SERVICE PROVIDER's biological and cultural resources staff
- Up to five (5) environmental meetings (three (3) via web ex and two (2) in-person)

4.6.1 Clean Water Act Permitting

SERVICE PROVIDER will complete the Jurisdictional Determination (JD) and nationwide 404 permits. SERVICE PROVIDER will complete the following:

- Two (2) site visits by two (2) people:
 1. Corps pre-application meeting and JD fieldwork
 2. Post-application field review with Corps
- Up to thirty (30) drainages will be evaluated and permitted along the paved portion of USA Parkway, and up to fifteen (15) drainages between the end of pavement and the Lyon County line.
- Several of the latter drainages parallel USA Parkway for long stretches. Field work would be completed by two environmental staff over the course of three full days (10 hours/day) in the field (plus mobilization/de-mob and travel to the field).

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- The project will be permitted under a Nationwide Permit No. 14, Linear Transportation Projects. Impacts within the washes are assumed not to exceed 0.50 acres; an Individual Permit will not be required.
- The JD and PCN will be submitted as a "combo" package instead of two separate submittals.
- The Corps mapping standards will be used for all figures and graphics.

This scope and budget is based on the following assumptions:

- The study area does not contain wetlands or other special aquatic sites.
- The portion of the project located in Lyon County is not jurisdictional.
- SERVICE PROVIDER will utilize the general characteristics of an OHWM to determine if the water is jurisdictional rather than using the stream geomorphology approach from A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (http://www.spk.usace.army.mil/Portals/12/documents/regulatory/pdff/Oordinary_High_Watermark_Manual_Aug_2008.pdf)
- Does not include 401 and 402 permit preparation (to be done by the contractor), but does include coordination with the contractor to support 401 and 402 permit applications.
- Section 7 and Section 106 documentation has already been completed associated with the EA.
- All plan sheets (plan/profile/detail) and quantities will be provided by the design team.
- This scope does not include the preparation of a mitigation plan or post construction monitoring.

4.6.2 NEPA Support

If PROJECT changes are proposed, SERVICE PROVIDER will complete a NEPA re-evaluation and up to one CE to document those changes. This work would only be performed if needed. This work assumes the following:

NEPA Re-evaluation

- The re-evaluation will document design changes and impacts in a memo to the file to be kept on record at NDOT and approved by FHWA, if necessary.
- The re-design would not result in new potentially significant impacts that necessitate a supplemental NEPA document with public notification requirements.
- It is assumed that project changes would not result in new adverse impacts to cultural resources or require Section 4(f) evaluation.
- A cultural resources survey of up to 10 acres is assumed with recordation required of up to five (5) non-eligible resources.

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Cal-EX

- The PROJECT may include work at the interchange of I-80 and USA Parkway requiring a CE approved by FHWA. SERVICE PROVIDER would prepare the CE and necessary supporting documentation.
- The CE would not require a public hearing.
- SERVICE PROVIDER would send one biologist and one archaeologist for one site visit.
- SERVICE PROVIDER would prepare a Biological Assessment for interchange improvements assessing impacts to Lahontan cutthroat trout and Cut-U. It is assumed the finding would be *may affect, not likely to adversely affect*.
- SERVICE PROVIDER would prepare cultural resources assessment at the interchange. It is assumed no eligible resources would be discovered and up to two non-eligible resources would be recorded!

4.7 TRAFFIC AND INTELLIGENT TRANSPORTATION SYSTEMS

The SERVICE PROVIDER will develop traffic operations and ITS performance specifications for the design-build procurement documents. The SERVICE PROVIDER will prepare a list of standards, references, tools, and software to be used for traffic operations analysis, and assemble applicable reference documents.

Traffic volume forecasts for USA Parkway have already been prepared for the opening year (Year 2017) and the design year (Year 2037), and are presented in the "USA Parkway - Traffic Forecast Memorandum," Traffic Operations Levels of Service for USA Parkway have also been established for the opening year (Year 2017) and design year (Year 2037), and are presented in the "USA Parkway - Traffic Operations Analysis Memorandum." It is not anticipated that completion of any additional traffic operations analysis tasks will be required.

The SERVICE PROVIDER will assist the DEPARTMENT in responding to Design-Build proposer inquiries regarding traffic operations and ITE criteria. The SERVICE PROVIDER will also assist DEPARTMENT in evaluating the traffic operations analysis of the Design-Build bidders' proposals.

4.8 SIGNING, LIGHTING, STRIPING AND TRAFFIC CONTROL

It is anticipated that no additional preliminary design work will be performed by the SERVICE PROVIDER for signing, lighting, striping, and traffic control. If required, DEPARTMENT will develop a Guide Sign Plan as well as Construction Phasing Plan, utilizing coordination services from the SERVICE PROVIDER. The SERVICE PROVIDER shall lead the development of the design-build performance specifications for these disciplines, utilizing assistance from the DEPARTMENT Traffic and Constructability Divisions. The design-build

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proposers shall develop the conceptual design for these elements to be evaluated as part of their proposals. The SERVICE PROVIDER will assist in providing responses to proposer's questions relating to these disciplines and will assist in the evaluation of proposals received, as required.

4.9 STRUCTURES

It is anticipated the design-build RFP will require the design and construction of wildlife overpass/underpass structures. The SERVICE PROVIDER shall perform a review of the preliminary bridge design and construction cost estimate developed by the DEPARTMENT Structures Division. The DEPARTMENT bridge design shall be based on the preliminary roadway design previously developed by the SERVICE PROVIDER and shall depict the conceptual geometric layout of the bridge.

In conjunction with the DEPARTMENT Structures Division, the SERVICE PROVIDER will lead the development of the structures performance specification documents for the design-build RFP. The performance specifications will include requirements for both an overpass wildlife structure as well as an underpass wildlife structure. In addition, the SERVICE PROVIDER will provide structures coordination during the design-build procurement and assist in providing responses to proposer's questions related to the structures discipline. The SERVICE PROVIDER will also assist in the evaluation of the structures component of proposals received.

4.10 RIGHT-OF-WAY ENGINEERING SUPPORT

The SERVICE PROVIDER will assist DEPARTMENT's Right-of-Way Engineering Division in the setting of right-of-way requirements for the PROJECT. Work shall include determination of a final right-of-way footprint based upon the grading requirements of the project and the development of right-of-way mapping and preparation of right-of-way plans as required for the creation of legal documents or other assistance as requested by DEPARTMENT. The SERVICE PROVIDER will also assist in the development of legal descriptions for right-of-way acquisitions and easements required for the PROJECT and depict right-of-way lines on the improvement plans issued for the design-build procurement. The SERVICE PROVIDER shall coordinate with the DEPARTMENT's Right-Of-Way Division to reflect the schedule for any right-of-way acquisitions in the master schedule for the PROJECT.

No right-of-way acquisition support is anticipated by the SERVICE PROVIDER in the Scope of Services.

4.11 UTILITY COORDINATION

The SERVICE PROVIDER's utility coordination activities include the following:

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- Research and obtain utility information from DEPARTMENT, utility companies, and agencies that may be impacted by the PROJECT.
 - Assist in the identification of utilities that will require relocation, protection, or abandonment due to the proposed project improvements.
 - Assist in the development of agreements between DEPARTMENT and utility companies.
 - Coordination with potential new utilities to be located within a utility corridor along the proposed USA Parkway alignment.
 - Provide assistance in the determination of any right-of-way acquisition or easement requirements for utility relocations and/or new utilities.
 - Assist in the preparation of conceptual cost estimates for utility relocations.
- 4.12. ADDITIONAL SERVICES**
- The SERVICE PROVIDER will provide additional services as requested by the DEPARTMENT beyond the Scope of Services described herein as may be required for the PROJECT which may include the following:
- Design services for USA Parkway improvements in the existing paved portions of the PROJECT.
 - Design services for the US-50 improvements as part of the PROJECT.
 - Legal support services for the PROJECT.
 - Geotechnical support services for the PROJECT.

Event and Submission:
 Submittal Information:
 Project Manager:

MCT USA Project Program Manager
 Jacob
 Ben Lambert

Activity List of Work Items
SEE PART 1 AND 2 FOR WORKING IN PROGRESS INFORMATION

Item No.	Activity	Start Date	End Date	Duration	Progress %	Notes
1	Construction Management					
1.1	Construction Management					
1.1.1	Construction Management					
1.1.2	Construction Management					
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NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No: P198-1-015 Amendment No. 5 Task Order No. _____ Task Order Amendment No. _____
 Start Date: 06/31/11 End Date: 12/31/15 Amendment Date: 11/9/15 Procured by: RFP
 Agreement Type: Service Provider Agreement Sub-Type: Design Services Procurement No.: _____
 Purpose: Amend consultant agreement to include additional support services: Design-Build Administration Delivery Phase.
 County(ies) where work is being performed: Storey/ Lyon
 Contact Person: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us
 Project Manager: Pedro Rodriguez Phone No.: (775) 888-7320 Email: prodriguez@dot.state.nv.us
 Second Party Information
 Contact Person: Ken Lambert Email: Ken.Lambert@jacobs.com Phone No.: (775) 850-5100
 Company Name: Jacobs NV Business License No.: NV20081039082
 Primary Address: 985 Damonte Ranch Parkway, Suite 100 Business License Expiration: _____
 Invoice Rank 10 Address: Reno, NV 89521 E.L. Source: <http://www.commerce.state.nv.us/Commerce/Startups.aspx>
 Original budget approval (Form 2A) must be attached
 Total Estimated Cost of Agreement: \$1,230K (Original \$1,230K) for Billing: C015 Funding Percentage: _____
 Payable Amount: 502,210.45 Used Fee %: 12 Payment Code: Payable Federal %: 100
 Receivable Amount: _____ Overhead %: 108.48 Payment Cycle: Monthly State %: 100
 Amendment Amount: \$3,550,000.00 Retention %: _____ Security Deposit: Yes No Local %: _____
 Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: _____ DBE Goal: _____
 Appr Unit: _____ Activity: _____ Object: _____ Job/Project: _____
 Project Identification
 Project ID No.: _____ Contract: _____
 EA No.: 73900 Other: _____
 Board Approval
 Yes No Transportation BOE Meeting Date: _____ 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: Final Distribution Required docs to start process: Execution: (to be completed by Admin Services)
 Asst. Director Recipient: Ken Lambert Original Summary Sheet AGMM ANOT
 Dir./Div. Head: Ken Lambert Environmental Pedro Rodriguez Electronic Draft of Agreement: Tracking Log Updated
 Legal: _____ Pro. Accting: _____ Right of Way: _____ Insurance Log Updated
 Agree Services: _____ Verified: _____
 11-35 [Signature] LH

This is a digital copy from AppXtender by 19070krg, Kalie R. Giardina

Amendment No. 5 to
Service Agreement No. P198-1-015
 This Amendment is made and entered into on November 9, 2015 between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Jacobs Engineering Group, Inc., 985 Damonte Ranch Parkway, Suite 100, Reno, Nevada, 89521, hereinafter referred to as the SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on August 31, 2011, the Parties entered into Agreement No. P198-1-015 to evaluate feasible alternatives and complete project approval in accordance with the National Environmental Policy Act (NEPA), the DEPARTMENT's objectives, and long-range objectives of project stakeholders; and
 WHEREAS, on August 29, 2013, the Parties entered into Amendment No. 1 to Agreement No. P198-1-015; and
 WHEREAS, on May 9, 2014, the Parties entered into Amendment No. 2 to Agreement No. P198-1-015; and
 WHEREAS, on October 8, 2014, the Parties entered into Amendment No. 3 to Agreement No. P198-1-015; and
 WHEREAS, on December 15, 2014, the Parties entered into Amendment No. 4 to Agreement No. P198-1-015; and
 WHEREAS, the amount to be paid to the SERVICE PROVIDER must be increased by Three Million Five Hundred Fifty Thousand and No/100 Dollars (\$3,550,000.00) due to additional required services; and

WHEREAS, the termination date must be amended due to an increase in the scope of services; and
 WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P198-1-015 dated August 31, 2011.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P198-1-015 dated August 31, 2011.

- NOW, THEREFORE, the Parties agree as follows:
- A. Article 1, Paragraph 2, is amended by adding a new paragraph as follows:
 The SERVICE PROVIDER agrees to assist NDOT with Administration Support Services during the Design-Build Delivery Phase for the USA Parkway Project as specified in Attachment A - Amendment No. 5 Scope of Services, attached hereto and incorporated herein.*
 - B. The termination date referenced in Article 1, Paragraph 1, shall be changed from March 31, 2016, to December 31, 2018.

NDOT
Rev. 102014

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- C. Article IV, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
 "The cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services with the exception of Design-Build Administration Support Services and Design-Build Administration Delivery Phase Support Services. Direct salary costs, other direct costs, indirect costs and profit of twelve percent (12%) with a total cost not to exceed method of compensation shall be used for the Design-Build Administration Support Services and the Design-Build Administration Delivery Phase Support Services."
- D. The total cost, less fixed fee, in Article IV, Paragraph 2, shall be changed from Four Million Seven Hundred Forty-Six Thousand Nine Hundred Five and 38/100 Dollars (\$4,746,905.38) to Seven Million Nine Hundred Eighty-Five Thousand Six Hundred Fifty-Five and 38/100 Dollars (\$7,985,655.38).
- E. Article IV, Paragraph 2, is amended by inserting the following language to the end of the paragraph:
 "The total cost for direct salary costs, other direct costs, indirect costs, and profit for the Design-Build Administration Delivery Phase Support Services shall not exceed Three Million Five Hundred Fifty Thousand and No/100 Dollars (\$3,550,000.00)."
- F. Article IV, Paragraph 3, is amended by inserting the following language to the end of the paragraph:
 "For Design-Build Administration Delivery Phase Support Services, indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among professional services being done by the SERVICE PROVIDER during the term of Amendment No. 3. Scope of Services and will be billed at the provisional indirect cost rate of one hundred nine and 48/100 percent (109.48%), of direct labor costs for work performed at-office and at the provisional indirect cost rate of eighty-four and 38/100 percent (84.38%) of direct labor costs for work performed in the field. These rates may be adjusted to the actual indirect cost rates at the time of final audit."
- G. Article IV, Paragraph 4, is amended by increasing the dollar amount from Five Million Seventy-Two Thousand Seven Hundred Sixteen and 65/100 Dollars (\$5,072,716.65) to Eight Million Six Hundred Twenty-Two Thousand Seven Hundred Sixteen and 65/100 Dollars (\$8,622,716.65).
- H. All of the other provisions of Agreement No. P198-11-015 dated August 31, 2011, Amendment No. 1 dated August 29, 2013, Amendment No. 2 dated May 9, 2014, Amendment No. 3 dated October 8, 2014, and Amendment No. 4 dated December 15, 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.

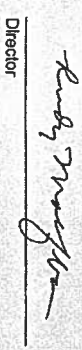
SERVICE PROVIDER:
 Jacobs Engineering Group, Inc.



Eric G. Cornell
 Name (Print)

321 West Region Vice-President
 Title (Print)

STATE OF NEVADA, acting by and through
 its DEPARTMENT OF TRANSPORTATION



Approved as to Legality and Form:


 Deputy Attorney General

ATTACHMENT A

DESIGN-BUILD ADMINISTRATION DELIVERY PHASE
SCOPE OF SERVICES

USA PARKWAY (SR-439)
DESIGN-BUILD PROJECT

BACKGROUND

The USA Parkway (SR-439) Design-Build Project (PROJECT) will provide for a high-quality, aesthetically, durable, and maintainable facility; improve mobility and safety for the public; maintain stakeholders' trust; and uphold the DEPARTMENT's integrity. The PROJECT is a proposed transportation link between Interstate 80 (I-80) in Storey County and US 50 in Lyon County, approximately 16.5 miles total. A six mile portion of the PROJECT roadway already exists in Storey County serving The Tahoe Reno Industrial Center. This estimated \$70-\$80 million PROJECT would provide a new north-south link between I-80 and US 50 that will enhance local and regional access and mobility. It would provide an alternative route for traffic in case of an emergency or closure on I-80, US 50, or US 95A. The PROJECT would support planned land uses and economic development and improve efficiency of freight movement from areas east of Reno to points south.

To meet the desired award of a design-build contract for the PROJECT in December of 2015 and a Substantial Completion in December of 2017, the DEPARTMENT desires the support of the SERVICE PROVIDER to assist the DEPARTMENT in program management and administration of the design-build contract.

GENERAL REQUIREMENTS

The SERVICE PROVIDER shall assist the DEPARTMENT in administering and managing the Design-Build Contract (CONTRACT) for the PROJECT by providing CONTRACT compliance support services. The SERVICE PROVIDER shall provide personnel, including but not limited to the following functional categories: project manager (PM), senior manager/quality manager, technical reviewers (by discipline), administrative/document controls, project controls, scheduler/cost estimator, environmental compliance, legal support and other disciplines to assist the DEPARTMENT in administering and managing CONTRACT compliance for the PROJECT to meet the requirements and be in reasonable conformance with the CONTRACT.

The scope of services provided herein are estimated based on the CONTRACT Schedule and the following proposed milestones dates:

Pre-Notice to Proceed (NTP)	November, 2015 to December, 2015
Notice to Proceed 1 (NTP-1)	January, 2016 to April, 2016
Notice to Proceed 2 (NTP-2)	April, 2016 to December, 2017
Final Acceptance	January, 2018 to May, 2018

SERVICE PROVIDER services performed during the last 6 months of NTP2, based on the milestone dates shown herein, shall be compensated through an additional support service described in Section 1.0 and identified in the SERVICE PROVIDER's fee proposal to accommodate the Design-Builder's PROJECT schedule and only if directed in writing by the DEPARTMENT's PM prior to the performance of such services.

Attached to this Attachment A is Exhibit A. Exhibit A includes Table 26-1 from Section 25 of the CONTRACT Technical Provisions and is used for the purpose of establishing general guidance for the SERVICE PROVIDER's support and coordination to assist the DEPARTMENT in administering, managing and providing CONTRACT compliance oversight of the Design-Builder's required submittals. Exhibit A shall be incorporated into a Project Management Plan developed by the SERVICE PROVIDER to refine and document DEPARTMENT and SERVICE PROVIDER roles during the CONTRACT.

1.0 General Project Administration and Management Support

The SERVICE PROVIDER shall assist the DEPARTMENT's Project Manager (PM), coordinate PROJECT activities, provide staff to support the PROJECT, assist with communications, participate in PROJECT meetings, manage the SERVICE PROVIDER's team, prepare reports and advise the PM to help ensure the Design-Builder's CONTRACT requirements are met.

The SERVICE PROVIDER shall provide an Administrative/Document Controls lead who shall serve as a Project Office Manager providing various administrative services, including but not limited to, preparation of meeting notes for appropriate meetings as necessary, distribution of meeting notes, reports, scheduling and attending meetings, supporting partnering activities, assisting with dispute resolution activities, monitoring document controls using the Design-Builder's Electronic Document Control System (EDCS) and other duties as directed.

The SERVICE PROVIDER shall not direct the Design-Builder's design work activities or construction work activities, lead the design review activities or provide approvals related to such work on behalf of the DEPARTMENT.

All legal issues will be handled and supported by the Nevada Attorney General's Office.

The SERVICE PROVIDER's fee proposal provides for additional support services that may become necessary for the PROJECT and appropriate for the SERVICE PROVIDER to perform. Such services shall be provided to the DEPARTMENT only if directed in writing by the DEPARTMENT's PM prior to the performance of such services. Such services may include, but not be limited to, Environmental Compliance Support, Legal Support, Additional Design and/or Design Review Support, Extended NTP2 Duration Support, Additional Encroachment Permit Support, Right-of-Way Support, Additional Utility Coordination Support, and such other support services as determined by the DEPARTMENT's PM as necessary for the PROJECT and appropriate for the SERVICE PROVIDER to perform, and as acceptable to the SERVICE PROVIDER.

The SERVICE PROVIDER shall report directly to the DEPARTMENT's PM and advise independently and impartially on a range of technical and other CONTRACT compliance matters to the DEPARTMENT. The DEPARTMENT will decide how to address any technical and/or compliance conflicts, make final decisions or approve submissions as appropriate and the SERVICE PROVIDER shall support the DEPARTMENT in the resolution of any such conflicts at the request of the PM.

The SERVICE PROVIDER shall conduct oversight reviews of the Design Builder's draft and final approved Quality Management System (QMS) and all elements thereof for CONTRACT compliance. The SERVICE PROVIDER shall review and assess whether the Design Builder is performing the work in compliance with the QMS Plan approved by the DEPARTMENT. The SERVICE PROVIDER shall make recommendations to the DEPARTMENT for corrective action relating to QMS compliance, conduct surveillance audits, attend QMS meetings, and attend internal audits and external audits.

2.0 Pre-NTP Phase Support

The SERVICE PROVIDER shall implement a limited mobilization and a transition to collocate with the Design Builder for the PROJECT as directed by the DEPARTMENT. The SERVICE PROVIDER shall support the DEPARTMENT prior to issuance of Notice to Proceed 1 (NTP1) by providing the following:

- The SERVICE PROVIDER shall review and confirm the qualifications of Design-Builder personnel as required in the CONTRACT.
- The SERVICE PROVIDER shall prepare a draft Project Management Plan (PMP) for review by the DEPARTMENT. The Draft PMP will include the communications plan and tactical alignment of both the DEPARTMENT Technical Leads and the SERVICE PROVIDER's staff for the performance of all reviews and other DEPARTMENT obligations during PROJECT delivery. The PMP shall be updated regularly and serve as a living document to maintain effective alignment between the DEPARTMENT, Design-Builder and SERVICE PROVIDER. The PMP shall be reviewed during the Design-Build Contract NTP1 and updated to incorporate appropriate information from the Design-Builder's PMP.
- The SERVICE PROVIDER shall conduct workshops for the DEPARTMENT relating to project communications, alignment of design review personnel roles, responsibilities and timelines, CONTRACT requirements, design and construction management.
- The SERVICE PROVIDER shall develop and implement a transition plan for the Procurement Phase to Delivery Phase.

3.0 NTP1 Phase Support

The SERVICE PROVIDER shall provide CONTRACT compliance review to include, but not be limited to, the Design-Builder's submissions identified in Exhibit A attached to this Scope of Work.

The SERVICE PROVIDER shall provide design review support services during NTP1 based on the activities the Design Builder advances as part of its NTP1 submissions subject to the limitations set forth in the CONTRACT and in Section 5.0 hereof.

The SERVICE PROVIDER shall complete an provide appropriate updates to its PMP and incorporate appropriate information to be consistent with the Design-Builder's PMP to align the DEPARTMENT's and SERVICE PROVIDER's roles for the PROJECT.

4.0 Document Control Support

The SERVICE PROVIDER shall prepare and implement a Document Control Plan that uses the Design-Builder's EDCS for receiving submissions, distributing such submissions to the appropriate DEPARTMENT reviewers and returning submittal comments to the Design-Builder.

SERVICE PROVIDER shall review the Design-Builder's monthly submittals, assess and verify the Design-Builder's Baseline Schedule for contract compliance and prepare an evaluation of Design-Builder's updated cost loaded schedule.

The SERVICE PROVIDER shall provide timely review and evaluation of CONTRACT issues and change order requests submitted by the Design-Builder for compliance with the CONTRACT. This review shall include an evaluation of costs and an evaluation of impacts to the Design-Builder's Baseline Schedule Critical Path and prepare a recommendations with respect to such issues and on or approval or disapproval for such change order requests.

The SERVICE PROVIDER shall provide support to the DEPARTMENT in resolving any disputes that may arise in accordance with the CONTRACT. The task may include assembling the DEPARTMENT's documentation for presenting its position in any dispute.

5.0 Design Oversight and Review Support

The SERVICE PROVIDER shall provide periodic coordination of all design review and oversight activities of the Design-Builder in complying with the CONTRACT requirements, including the Project Baseline Schedule. The SERVICE PROVIDER shall review and comply with the design review submittal plan prepared by the Design-Builder and approved by the DEPARTMENT.

The SERVICE PROVIDER shall coordinate with the DEPARTMENT's designated technical contacts for each discipline of work. The SERVICE PROVIDER shall use the Design-Builder's EDMs to monitor and oversee all design reviews, including but not limited to all interdisciplinary reviews.

The SERVICE PROVIDER shall support the DEPARTMENT's review of Design-Builder's design submittals, provide independent submittal review on an as-needed basis as requested by the DEPARTMENT's PM subject to the limitations set forth herein, monitor distribution of submittals to the DEPARTMENT technical review contacts, track progress, send reminders to DEPARTMENT reviewers regarding their progress, consolidate all DEPARTMENT and SERVICE PROVIDER comments, compile consolidated reviews, monitor submission of the various design package reviews to the Design-Builder through the Design-Builder's review

process and EDMs and attend Design-Build comment resolution meetings. The SERVICE PROVIDER shall assist the DEPARTMENT in preparing Non-Conformance Reports (NCRs) for design elements that do not conform to the CONTRACT.

The SERVICE PROVIDER shall also assist the DEPARTMENT in evaluating Design-Build's submittals, if such submittal has been identified by the Design-Build as requiring a design exception.

The SERVICE PROVIDER shall assess the number of submittals by the Design-Build that are subject to review, comment and approval in compliance with the CONTRACT. The SERVICE PROVIDER shall report to the DEPARTMENT whenever the number of Design-Build submittals exceeds the CONTRACT thresholds.

The SERVICE PROVIDER shall provide the following technical discipline staff to support the DEPARTMENT's design submittal review and comment resolution efforts for NTP1, NTP2 and Final Acceptance based upon the efforts provided in its fee proposal:

- Roadway Engineers
- Structural Engineers
- Drainage Engineers - Hydrology (Two-Dimensional Flow Model Review Task)
- Drainage Engineers - Hydraulics and Drainage Systems Design
- Traffic Engineers - Design, Intelligent Transportation Systems, Signals & Lighting, Traffic Control & Maintenance of Traffic
- Landscape Architect (Contract Compliance Tasks)
- Geotechnical Engineer (Slope Stability and Rockfall Model Review Tasks)
- Scheduling/Cost Estimator
- Environmental Compliance

The SERVICE PROVIDER and DEPARTMENT acknowledge that the above staff and the efforts reflected in the SERVICE PROVIDER's fee proposal represent a reasonable estimate of the SERVICE PROVIDER's technical support to assist the DEPARTMENT and that such support services may be performed at the SERVICE PROVIDER's (or SERVICE PROVIDER subcontractor's) home offices unless noted otherwise.

The SERVICE PROVIDER shall provide a weekly report to the DEPARTMENT's PM documenting the actual effort provided by the SERVICE PROVIDER for technical support by discipline. SERVICE PROVIDER will provide written notice to the DEPARTMENT's PM upon such data that 80 percent of the effort estimated in the SERVICE PROVIDER's fee proposal for support of any discipline is exhausted. Should the SERVICE PROVIDER's documented technical support efforts be forecasted to exceed those estimated in the SERVICE PROVIDER's fee proposal, the DEPARTMENT will evaluate the need for reallocation of the SERVICE PROVIDER's technical support efforts and/or further amendment to Service Agreement P198-11-015. In such an event that the SERVICE PROVIDER's technical support effort for any discipline is exhausted, SERVICE PROVIDER shall not be required to provide further technical

support for the subject discipline without receipt of prior written direction from the DEPARTMENT.

Subject to this Section 6.0, SERVICE PROVIDER shall review and comply with the design review plan prepared by the Design-Build and approved by the DEPARTMENT. The SERVICE PROVIDER shall coordinate the reviews with the DEPARTMENT, monitor distribution of Design-Build's submittals for review, coordinate with the DEPARTMENT'S technical leads, track progress of each submittal, attend review resolution meetings, track resolution of comments and provide recommendations to the DEPARTMENT on the Design-Build advancing to the next Design Stage. The SERVICE PROVIDER shall also assist the DEPARTMENT with review of design submittals issued after the Release for Construction (RFC) design with regard to any changes made after RFC.

The SERVICE PROVIDER shall validate cost estimates and schedules presented for change orders or other Contract changes by the Design-Build as directed by the DEPARTMENT.

The SERVICE PROVIDER shall prepare weekly updates and report progress on design submittals to the DEPARTMENT. The report will include but not limited to, the number of submittals and status of review efforts, work flow processes, design unit status, phases of submittal, disciplines submittal, comment resolution status, and a summary of the design phase progress against the Design-Build's Baseline PROJECT Schedule.

If a submittal is returned to the Design-Build due to noncompliance, the SERVICE PROVIDER shall notify the DEPARTMENT and prepare a NCR. The SERVICE PROVIDER shall include the status of any NCRs as part of its reports.

The SERVICE PROVIDER shall participate in meetings and conduct reviews, assessments and prepare recommendations to the DEPARTMENT in matters where a right-of-way occupancy permit is requested adjacent to or impacting the PROJECT during the CONTRACT as requested by the DEPARTMENT. Such permits may include but are not limited to temporary or permanent, occupancy and/or access requests, land use development and utilities that may impact the PROJECT during the CONTRACT.

6.0 Construction Support

The SERVICE PROVIDER shall provide a Scheduler/Cost Estimator to provide support to the DEPARTMENT's review and evaluating on the progress of PROJECT in compliance with the Design-Build Contract.

The SERVICE PROVIDER shall support the DEPARTMENT in assessing claims. On a monthly basis, the SERVICE PROVIDER will review and assess the Design-Build's progress for conformance with the submitted and approved Baseline Schedule and CONTRACT requirements. The SERVICE PROVIDER shall provide support for compiling all CONTRACT and EDMs documents to support the DEPARTMENT in evaluating and confirming Substantial Completion of the PROJECT. The SERVICE PROVIDER shall coordinate assembling and confirming that all required documentation is in reasonable conformance with the CONTRACT.

The DEPARTMENT's PM will make the final decisions confirming Substantial Completion and Final Acceptance.

CONTRACT Construction compliance oversight and review services beyond those described herein are excluded from the Scope of Work.

7.0 Final Acceptance

The SERVICE PROVIDER shall support the DEPARTMENT in reviewing and evaluating that the Design-Build is in compliance with the CONTRACT terms for Final Acceptance. This support is limited to a document review by the SERVICE PROVIDER for the purpose of confirming that the Design-Build is in compliance with the CONTRACT such that the DEPARTMENT may issue notice of Final Acceptance.

Upon the DEPARTMENT's issuance of a notice of Final Acceptance to the Design-Build, the SERVICE PROVIDER shall make all documents prepared by the SERVICE PROVIDER in the EDMS, or otherwise in its possession, available to the DEPARTMENT. The SERVICE PROVIDER shall assist the DEPARTMENT with its PROJECT close-out processes for a period not to exceed one calendar month following issuance of notice of Final Acceptance by the DEPARTMENT.

Scope of Work – Assumed Commitment

Functional Category	Pre-NTP	NTP1	NTP2	Final Acceptance
Project Manager	100%	81%	28%	97%
Document Control/Admin.	100%	100%	99%	97%
Office Project Controls	6%	6%	6%	6%
Scheduler/Cost Estimator		16%	24%	9%
Senior Manager/Quality Manager	80%	55%	84%	49%
Roadway Engineers		21%	85%	
Traffic Engineer – Design		23%	5%	5%
Traffic Engineer – TIS		5%	15%	
Traffic Engineer – TCP, Signals & Lighting		5%	23%	1%
Structural Engineer		19%	2%	
Drainage Engineer		4%	41%	
Environmental Compliance Lead		9%	9%	2%

EXHIBIT A

Table 25-1, included in Exhibit A, is taken from the CONTRACT, Technical Provisions. Table 25-1 serves as a general guide for the purpose of the SERVICE PROVIDER support and coordination to assist the DEPARTMENT in activities including submittal reviews, workshop participation, meetings, mobilizing staff, and providing CONTRACT compliance support.

The SERVICE PROVIDER shall not direct the Design-Builder. All responses to the Design-Build Contractor's submittals will be coordinated with the DEPARTMENT'S PM, Final DEPARTMENT, Design-Builder and SERVICE PROVIDER submittal roles will be identified in the PMP.

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Let and cost of NTP1 Modification Work	10 days after issuance of NTP1	1.1.5
RFPs and updated RFPs by	When necessary	1.2.11
Existing condition video and photos	Prior to issuance of NTP2	1.3.2
Construction progress photos and videos	Commencing at Construction Work and substantial every 9 months through the expiration of the Warranty period	1.3.2
Changes to Project Management Plan (PMP) or components thereof	Within 14 days after occurrence of change	1.5
Project Baseline Schedule	With PMP	1.5.1.1; Attachment 01-4
Project Baseline Schedule updates	No more frequently than on a 3-month interval	1.5.1.1; Attachment 01-4
Project Status Schedule	Identify by the first Business Day following the seventh day	1.5.1.1.2
Progress Report	Monthly from NTP1 until Substantial Completion, within 1 days following each month's end	1.5.1.1.4 and 1.5.5.2
As-built Schedule	30 days before Final Acceptance	1.5.1.1.5
Time Impact Analysis	For each change request, submit with Project Status Schedules	1.5.1.3
Recovery Schedule	When necessary, submit with Project Status Schedules	1.5.1.4
Qualifications of lead personnel	With PMP	1.5.1
Invited Materials	Monthly, submit with invoices	1.5.5.2
Communications Plan	With PMP	1.5, Attachment 01-3
Safety Plan	With PMP	1.5, Attachment 01-2
Emergency Plan	With PMP as part of the Safety Plan	5.3.5
Incident Management Plan	With PMP as part of the Safety Plan	5.3.5
Emergency Document Management System (EDMS)	With PMP	1.5.2

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Meeting minutes preparation for all meetings with decision makers	Within 3 Business Days of the meeting	1.5.3
Closeout Report submittals	With the corresponding monthly draft invoice	1.5.5.4
Updates to Quality Management System (QMS) or components thereof	Within 30 days of identifying the need for a revision	2.1.2
Quality Management System (QMS) - Quality Manual	With PMP	Attachment 02-1
Design Quality Management Plan (DQMP)	With PMP as part of the QMS	Attachment 02-2
Construction Quality Management Plan (CQMP)	With PMP as part of the QMS	Attachment 02-3
Traffic Quality Management Plan (TQMP)	With PMP as part of the QMS	Attachment 02-4
Environmental Quality Management Plan (EQMP)	With PMP as part of the QMS	Attachment 02-5, Section 7.3
Quality Audit Plan (QAP) Updates	With PMP as part of the QMS - Quality Manual	2.2.10.1
Quality Audit Plan Updates	As yearly intervals, or when dictated thereafter; (during QAP submittal)	2.2.10.1
QMS Reports	Monthly in accordance with Section 1.5.1.1.4 (Progress Report)	2.2.3.5
Quality Audit Report	Within 14 days after audit completion	2.2.40.2
Compliance Action Plan	Within 15 days following the audit closing meeting	2.2.4
Preventive Action Plan	Within 15 days following the audit closing meeting	2.2.8
Nonconformance Report	Within 2 Business Days of discovery of the Nonconforming Work	2.2.7.2
Nonconformance Report Tracking System	Within 90 days after NTP1, prior to NTP2	2.2.7.2.1
Quality Books and Records	Maintain updated records at all times upon request by the DEPARTMENT	2.2.3.4
Design Unit Report	Within 45 days of NTP1	3.3
Design Review Plan and Schedule	Within 45 days of NTP1, update monthly	3.5.3.7
Document occurrences of pending progress and red items within the Project Site	During NTP1	5.4.4
Environmental Compliance and Mitigation Plan (ECMP)	Within 90 days after NTP1	7.3.2
Utility Adjustment Master Plan	30 days after NTP1, update monthly	1.5.4.0
Maintenance Work Plan	60 days after NTP1	2.5.2
Stage 1 Design Review Submittal	Upon certification by DCM	3.5.1
Stage 2 Design Review Submittal	Upon certification by DCM	3.5.2
Revised-for-Construction Design Submittal	After receiving Lead Engineer's certification	3.5.3

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Final Design Review Submittal	When Design Documents, Construction Documents, and Design Utility are 100 percent complete	3.8.4
Weekly Drawings	Prior to construction	3.10
Record Drawings	Prior to Final Acceptance	3.11
Design Performance Report	When necessary	3.12.4
Design Exceptions	No later than Stage 1 Design Review	3.13
Design Workshop notes	Within 10 days after the workshop	3.16
Construction schedule of key items and quantities	Prior to construction	3.17
Design quality review report	Monthly	3.18.2
Inspection and Testing Plan	Submitted with O&MP, as part of the P&P	4.2.2
Payment Schedule Verification Report	When necessary	4.2.2
Notice of witness points or hold points occurrence	24 hours before test	4.2.3
Final inspection and testing procedures	Submitted with Inspection and Testing Plan	4.2.8
Inspection and test records	Within 1 day of the inspection or test	4.2.9
Weekly planned Construction Work activities	Weekly by noon on Friday	4.6
Daily inspection reports	Daily	4.7
Weekly testing records	Weekly	4.7
Material source information	Within 30 days after NITP2	4.8
Certificates of compliance for materials	Prior to Final Acceptance	4.8
Preliminary Landscape and Aesthetic (L&A) Plan	Submitted with Stage 1 Design Review	5.3.1
L&A personnel and approval memorandum	With the Preliminary L&A Plan	5.6.1
Mitigation Planning Plan	Submitted with Stage 1 Design Review	5.3.2
Backup of the color treatments for each surface	Submitted with Stage 1 Design Review	5.3.4
Soil tests for all imported and in situ soils	Submitted prior to importing any soils or prior to any final soil placement including grading	5.3.17, 5.4.3
L&A Plans (30%)	Submitted with Stage 1 Design Review	5.6.1
L&A Plans (60%)	Submitted with Stage 2 Design Review	5.6.2
Final contour and soil banking at L&A elements	Submitted with RFC Design Review	5.6.3
Landscape Design Documents	During each stage of Design Submittals	5.3.3
Modules and Invasive Weed Control Plan	Prior to NITP2, updated annually	5.4.4
Final medical health recommendation report	Quarterly from 30 days after NITP2 through Final Acceptance	5.4.6

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Reduced rock treatment locations	Submitted with Stage 1 Design Review	Attachment 05-1
Buffering grazing final locations	Submitted with Stage 1 Design Review	Attachment 05-1
Seeding and/or native-seeding erosion control specification	Submitted with Stage 1 Design Review	Attachment 05-1
Final seed mix for native re-vegetated areas	Submitted with Stage 1 Design Review	Attachment 05-1
Topsoil salvage plan	Submitted with Stage 1 Design Review	Attachment 05-1
Vegetation reference plan	Submitted with the proposed seed mix and planting plans	Attachment 05-1
Concept drawing of all sculptures	Submitted with Preliminary L&A Plan	Attachment 05-1
Intermediate design drawings of all sculptures	Submitted with Stage 2 Design Review	Attachment 05-1
Final design drawings of all sculptures	Submitted with RFC Design Review	Attachment 05-1
Public Involvement Plan (PIP)	With P&P	6.3.1
Community Outreach Plan	Submitted with PIP	6.3.1
Public information Meeting materials	Meeting notices will be placed 15 days before the meeting, 1 day before the meeting, and the day of the meeting. The schedule for other notices will be determined during the Project	6.3.2
Public notices	10 days before being sent to public	6.3.5
Project information packets	When requested	6.3.3
Project renderings	When requested	6.3.3
Nevada Transportation Board presentation materials	When requested	6.3.3
Social media project information materials	When requested	6.3.10
Adjacent property owner notices	Between 7 and 14 days in advance of affecting any property or access	6.3.6
Public contact records	Monthly and submitted with Progress Report	6.3.7
Specific notifications	When needed or requested	6.3.7, Table 6-1
Safety Plan	With P&P	6.3.8, Attachment 01-3
Environmental impacts checklist	Submitted with ECHMP, update quarterly	7.3
Environmental compliance and mitigation testing program	Submitted with ECHMP	7.3.5
Environmental Quality Management Plan (EQMP)	With P&P	7.3.3
List of required Governmental Approvals, including Environmental Approvals	Within 15 days following NITP2	7.4
Copy of issued permit and related documentation for Governmental Approvals	When available	7.4.1
Nesting survey report	14 days before land disturbance	7.6.1

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Horizontal Material Management Plan (HMM)	Start with PMP	7.11.1
Hydrologic analysis	Start with Drainage Design Report	8.3.1
Hydrologic models for detention facilities	If applicable	8.3.10
Stormwater Pollution Prevention Plan (SWPPP)	Before any earth-disturbing activities begin	8.4.2.1, 8.4.4
Erosion and Sediment Control Plan (ESCP)	Start with RFC Design Review	8.4.2.1
Drainage Design Report	Start with Stage 1 Design Review	8.5.1
Final Drainage Design Report	Start with Stage 1 Design Review	8.5.2
Plans for temporary and permanent ditches	If applicable, submit with Stage 2 Design Review	8.5.2
Final Drainage Report supplement	Start with Stage 2 Design Review	8.5.2
Maintenance Access and Instruction Plan	Start with RFC Design Review	8.5.3
Final design exception requests	Start with Stage 1 Design Review	9.3.1
Plan view, profile, typical cross-section drawings, and other preliminary design documents	Start with Stage 1 Design Review	9.3.1
US 50 Future Improvement design modifications	If applicable, submit with Stage 1 Design Review	9.5.1
Design exception requests	Start with Stage 2 Design Review	9.5.2
Concrete support request memorandum	Start with Stage 2 Design Review	9.5.2
Design calculations for all proposed and temporary roadways	Start with Stage 2 Design Review	9.5.2
Final design exception report	Start with RFC Design Review	9.5.3
Interim Measures Retained-in-Construction Design Schedule	Before starting Construction Work for the Interim Measures	9.5.3
Open grade and/or pavement marking Retained-in-Construction Design Schedule	Before starting Construction Work for the open grade and/or pavement marking work	9.5.3
Traffic operational analysis results	Start with Stage 1 Design Review	11.3
HCS and SDRRA files	Start with Stage 1 Design Review	11.2.1-11.4
Updated HCS and SDRRA files	Start with Stage 2 Design Review	11.2.1, 11.4
Final HCS and SDRRA files with narrative summary report	Start with RFC Design Review	11.2.1, 11.4
Transportation Management Plan (TMP)	Start with the PMP and at each Design Review Stage	12.3
Temporary Traffic Control Plan (TTCP)	Start with the TMP	12.3.1
Access and mobility plan	Start with the PMP	12.5.1
Notice of any construction activity that would affect traffic operations	See Table 12-1	12.5.2

13

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Daily record of traffic control activities	Within 24 hours	12.5
Line Closure Request (LCR) Form	Start with the TMP	12.5
Geotechnical Subsurface Exploration Planning Memorandum	Start with Stage 1 Design Review	13.3.1.2
Geotechnical Design Planning Memoranda	Start with Stage 1 Design Review	13.3.2.1
Determination of the presence of undisturbed bedrock	As necessary	13.3.2.14
Subgrade testing information of unavailable materials in cut areas 10 feet or greater below the existing grade	Prior to performing any overexcavation in cut areas 10 feet or greater below the existing grade	13.3.2.14
Details of the bed rock program	Before implementation	13.3.2.14
Interim Design Memorandum	Start with Stage 2 Design Review	13.3.3
Subgrade Verification Document	Prior to foundation construction and backfill placement	13.4.3.1
Water equation analysis of piles (WEAP)	30 days prior to driving piles	13.4.3.2
Deep foundation testing and monitoring programs	30 days prior to deep foundation construction	13.4.3.2
Drawn Pile Analysis	30 days before pile driving	13.4.3.2
Removal Action Plan for field-testing results resulting a lower-than-required resistance	Submit with RFC Design Review	13.4.3.2
Qualifications of field shaft inspectors and pile driving inspectors	30 days prior to either shaft installation or pile driving	13.4.3.3, 13.4.3.5
Detailed shaft verification results	Within 14 days after the results are verified by Design-Builder's Lead Geotechnical Engineer	13.4.3.3
Proposed resolution for non-compliance drilled shaft	Within 14 days after non-compliance is identified	13.4.3.3
Pile driving records	Prior to backfilling	13.4.3.4
Proposed resolution for non-compliance pile	Within 14 days after non-compliance is identified	13.4.3.5
MSE wall rental system design	As necessary	13.4.4.1
Source and material properties of all fill	Before the start of fill embankment activity	13.4.4.2
Settlement data of embankments	Prior to subsequent construction activities	13.4.4.3
Final Geotechnical Reports	Start with Final Design Review	13.5.4.1
Load rating deliverables	Start with RFC Design Review	14.3.3.3
Bridge demolition plan	Prior to bridge demolition operation	14.4.3
Bracing plan	Prior to column construction	14.4.4
Thermal Control Plan	Prior to typical concrete pour	14.4.6
Design Criteria Memo for Structure	With Stage 1 Design Review	14.5.1

14

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Definition Design for Structure	With Stage 1 Design Review	14.5.1
Submittance Design Submittal (DSM)	With Stage 2 Design Review	14.5.2
Superintendence Design (SDS)	With Stage 2 Design Review	14.5.3
Approved Design Criteria Memo	With REC Design Review	14.5.3
Approved Definition Design Submittal	With REC Design Review	14.5.3
Trade signal event analysis	If necessary, submit with Stage 1 Design Review	15.3.1
Testing Program Plan	Prior to any testing	16.5
Test procedures, software, and data forms for all required FATs, PTTs, SALTs, SSTs, and SATs	60 days before the scheduled testing	16.5.1.2
Installation, service, or maintenance manual in conjunction with the test plans for all materials and equipment	With test plan submittals	15.5.1.2
Approved test data forms	Within 3 days of test completion	15.5.1.4
Preliminary trade signal plan	With Stage 1 Design Submittal	15.3.2.1, 15.3.2.2
Signal plan	Submit with Stage 1 Design Review	15.3.2.6
Temporary traffic signal solutions	Prior to installation of temporary signals	15.3.3
Lighting analysis calculations	Submit with Stage 1 Design Review	15.4.1.1
Lighting Removal Plan	Submit with Stage 1 Design Review	15.4.1
Design lighting call plan	Submit with Stage 1 Design Review	16.3.1.1
Signage Plans	Prior to REC review	16.3.1.2
Signal distance analysis	Submit with signing plans	16.3.1.3
Preventive marking Plans	Submit with signing plans	16.4.1.1
Protection Plan for Utility Facilities	Submit with Stage 1 Design Review	16.1.1.2
Prepare supplemental signposts(s)	As necessary	16.1.2
Weekly updated report of events (including all Utility Owner coordination meetings, design progress, and construction progress)	Weekly	16.1.2
Notes of utility/Utility Owner	As necessary	16.1.2
Notes of unpermitted Utility work by Utility	As necessary	16.2.3
Minutes of Utility Meeting	Within 5 Business Days after meeting	16.2.3
Design-Builder Utility Agreement	Prior to adjustment of the affected Utility	16.3.1
Documentation of contact and discussions with Utility Owner(s)	1 Business Day of meeting or sending the correspondence	16.2.2.3
Utility Contact Matrix	Submit the initial matrix at HTP2; provide updates monthly until REC	16.3.3

Table 25-1 Submittals

Submittal Name	Submittal Schedule	Technical Provisions Reference Section
Change to Utility Adjustment designs	Prior to adjustment of the affected utility	16.3.2
As-built Utility Plans	Upon completion of Utility Adjustment	16.3.7
Daily records of Utility Adjustment Work performed	As requested	16.4.2
Utility Damage Report form	Submit a template prior to the start of construction; any utility damage must be reported immediately and the Utility Damage Report form must be submitted within 2 days of the damage	16.4.7
Documentation of Project assets	Before Final Acceptance	20.2
Maintenance activity reports	Every 6 months	20.2
Final construction alignment and as-built ROW Plans to represent Design-Builder's Final ROW	Before Final Acceptance	21.1
Data of occupancy and duration for the Temporary Construction Easement list	Prior to issuance of HTP2	21.3

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

**EXECUTIVE SUMMARY OF
AMENDMENT #1 TO LEASE
BETWEEN
THE NEVADA STATE CONTRACTORS BOARD
AND
TECH PARK 5, LLC & AMERICAN NEVADA COMPANY, LLC**

Purpose of Amendment

The purpose of this first amendment to the lease between the Nevada State Contractors Board (Board) and Tech Park 5, LLC is to add an additional term of five years and to add additional square footage for necessary expansion of the Board's offices. The Board has occupied the present space since July 2011 and is satisfied with the offices and the service it has received from Tech Park 5, LLC.

Premises: 2310 Corporate Circle, Suite 200

Parties

LESSOR
Tech Park 5, LLC
2360 Corporate Circle, Suite 330
Henderson, Nevada 89074

TENANT
Nevada State Contractors Board
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074

Amended Term: December 2016 through November 2021

Amended Square Footage: Original – 14,980 ft² / Amended – 16,856 ft² (Addition of 1,876 ft²)

<u>Amended Rent:</u>	Dec. '16 – Nov. '18	\$2.00/ft ² (\$33,712.00/mo.)
	Dec. '18 – Nov. '20	\$2.12/ft ² (\$35,734.72/mo.)
	Dec. '20 – Nov. '21	\$2.25/ft ² (\$37,926.00/mo.)

Substantive Additions By Amendment

In Amendment #6, several new provisions have been added.

- New Section 32 provides terms and conditions related to the new tenant improvements, including that the improvements will be constructed by Tech Park 5, LLC and that the Tech Park 5, LLC will provide the Board with allowances totaling \$577,379.00 for the construction and integration of the tenant improvements with the existing premises.
- New Section 33 provides for two reserved and covered parking spaces.
- New Section 34 provides terms and conditions related to signage for the Board.
- New Section 35 provides terms and conditions for the Board to place telecommunications and satellite equipment on the roof of the premises.
- New Section 36 provides a non-disturbance condition should Tech Park 5, LLC sell the premises during the term of the lease.
- New Section 37 provides terms and conditions regarding the storage of hazardous substances on the premises.

Questions or requests for additional information may be directed to Margi Grein, Executive Officer, at (702) 486-1100.

#1

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Massage Therapists
1755 East Plumb Lane, Suite 252
Reno, Nevada 89502
Sandy Anderson
775.687.9951 Fax 775.786.4264 sjanderson@lmt.nv.gov

Remarks: This is a renewal of an existing lease which includes tenant improvements. Rates are still well below market.

Exceptions/Special notes: Tenant Improvements to include: replace carpet, provide and install a sink

2. Name of Landlord (Lessor): Reno Noteholders, LLC

3. Address of Landlord: 300 Montgomery St. Suite 800
San Francisco, California 94104
Brian Muller

4. Property contact: Commercial Real Estate Management
5455 Kietzke Lane
Reno, Nevada 89511
Lindsey Juriaan
775.851.3666 Fax 775.851.3667 ljuriaan@ncsreno.com

5. Address of Lease property: 1755 East Plumb Lane, Suites 250, 252 and 254
Reno, Nevada 89502

a. Square Footage: Rentable Usable 1,873

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,341.25	12	\$28,095.00	November 1, 2016 - October 31, 2017	\$1.25
3% \$2,416.17	12	\$28,994.04	November 1, 2017 - October 31, 2018	\$1.29
3% \$2,491.09	12	\$29,893.08	November 1, 2018 - October 31, 2019	\$1.33
3% \$2,566.01	12	\$30,792.12	November 1, 2019 - October 31, 2020	\$1.37
3% \$2,640.93	12	\$31,691.16	November 1, 2020 - October 31, 2021	\$1.41

Increase %

c. Total Lease Consideration: 60 \$149,465.40

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: Five (5) 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: \$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: B036

6. Purpose of the lease: To house the Board of Massage Thereapists

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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BUDGET DIVISION


#2

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

 _____
Authorized Agency Signature Date 8/30/2016

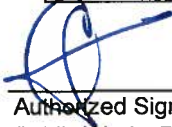
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101832509</u>	Exp:	<u>11/30/2016</u>	6
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>T29036884</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

 _____
Authorized Signature Date 8-31-16
Public Works Division

For Board of Examiners YES NO

#2

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business & Industry
Nevada Attorney for Injured Workers
1000 East William Street, Suite 208
Carson City, Nevada 89701
Contact: Evan Beavers
Phone: 775.684.7568 fax: 775.684.7575 email: ebeavers@naiw.nv.gov

Remarks: This lease was renewed using the prenegotiated terms.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Sahara Rancho Office Center, LLC

3. Address of Landlord: 2200 South Rancho Drive, Suite 130
Las Vegas, Nevada 89102

4. Property contact: Melba Buday, Property Manager
Phone: 702.384.1494 fax: 702.382.6769 email: sroc_office@sroc.lvcoxmail.com

5. Address of Lease property: 2200 South Rancho Drive, Suite 230
Las Vegas, Nevada 89102

a. Square Footage: Rentable
 Usable 6,554

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$13,173.54	12	\$158,082.48	December 1, 2016 - November 30, 2017	\$2.01
3% \$13,566.78	12	\$162,801.36	December 1, 2017 - November 30, 2018	\$2.07
0% \$13,566.78	12	\$162,801.36	December 1, 2018 - November 30, 2019	\$2.07
3% \$13,960.02	12	\$167,520.24	December 1, 2019 - November 30, 2020	\$2.13
0% \$13,960.02	12	\$167,520.24	December 1, 2020 - November 30, 2021	\$2.13

Increase %

c. Total Lease Consideration: 60 \$818,725.68

d. Option to renew: Yes No 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 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: \$2.05 - \$2.60 Las Vegas / Henderson Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 1013

6. Purpose of the lease: To house the Nevada Attorney for Injured Workers

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

#3

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

Teresa Sargent *for Evan Beavers*
 Authorized Agency Signature Date *8/22/16*

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991101595</u>	Exp:	<u>12/31/2016</u>	19
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>T81200453</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] *8.19.16*
 Authorized Signature Date
 Public Works Division

sl
 For Board of Examiners YES NO

#3

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry
Nevada Transportation Authority
1755 East Plumb Lane, Suite 216
Reno, Nevada 89502
Chris Schneider
775.688.2800 x222 Fax 775.688.2802 cschneider@nta.nv.gov

Remarks: This is a renewal of an existing lease which includes tenant improvements.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Reno Noteholders, LLC

3. Address of Landlord: 300 Montgomery Street, Suite 800
San Francisco, California 94104

4. Property contact: Commercial Real Estate Management
5455 Kietzke Lane
Reno, Nevada 89511
Lindsey Juriaan
775.851.3666 Fax 775.851.3667 ljuriaan@ncsreno.com

5. Address of Lease property: 1755 East Plumb Lane, Suites 216 and 218
Reno, Nevada 89502

a. Square Footage: Rentable
 Usable 1,804

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
Increase %					
3%	\$2,182.84	12	\$26,194.08	November 1, 2016 - October 31, 2017	\$1.21
3%	\$2,255.00	12	\$27,060.00	November 1, 2017 - October 31, 2018	\$1.25
3%	\$2,327.16	12	\$27,925.92	November 1, 2018 - October 31, 2019	\$1.29
3%	\$2,399.32	12	\$28,791.84	November 1, 2019 - October 31, 2020	\$1.33
3%	\$2,471.48	12	\$29,657.76	November 1, 2020 - October 31, 2021	\$1.37

c. Total Lease Consideration: 60 \$139,629.60

d. Option to renew: Yes No 90 Renewal terms: One (1) Identical Term

e. Holdover notice: # of Days required 30 Holdover terms: 5% / 90

f. Term: Five (5) 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: \$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: 3922, 3923

6. Purpose of the lease: To house Transportation Authority

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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BUDGET DIVISION

#4

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 _____ * Not applicable - this is renewal of existing space

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

[Signature] 8/30/2016
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101832509</u>	Exp:	<u>11/30/2016</u>	7
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>T29036884</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] 9.2.16
Authorized Signature Date
Public Works Division

//
For Board of Examiners YES NO
[Signature]

#4

CP

For Budget Division Use Only	
Reviewed by:	CB 8/31/16
Reviewed by:	8/31/16
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation and Natural Resources
 Division of Water Resources
 901 South Stewart Street, Suite 2002
 Carson City, Nevada 89701
 Contact: Bonnie Kordonowy
 Phone: 775.684.2863 fax: 775.684.2811 email: bkordonowy@water.nv.gov

Remarks: This is a lease renewal with a 2% increase in years 1 and 3, over previous lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): MSCJ 2007 IQ13 Shadow Lane, LLC

3. Address of Landlord: 10 Post Office SQ. #1305 S
Boston, MA 02109

4. Property contact: Colliers International
Contact: Stacy Scheer
Phone: 702.836.3762 fax: 702.731.5709 email: stacy.scheer@colliers.com

5. Address of Lease property: 400 Shadow Lane, Suites 201 & 203
Las Vegas, Nevada 89106

a. Square Footage: Rentable
 Usable 2,755

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$5,206.13	12	\$62,473.56	November 1, 2016 - October 31, 2017	\$1.89
0%	\$5,206.13	12	\$62,473.56	November 1, 2017 - October 31, 2018	\$1.89
2%	\$5,310.25	12	\$63,723.00	November 1, 2018 - October 31, 2019	\$1.93
0%	\$5,310.25	12	\$63,723.00	November 1, 2019 - October 31, 2020	\$1.93

c. Total Lease Consideration: 48 \$252,393.12

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: Four (4) 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: \$2.05 - \$2.60 Las Vegas / Henderson Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4211

6. Purpose of the lease: To house the Division of Water Resources

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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AUG 30 2016

**GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

#5

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

 Authorized Agency Signature Date 8/25/16

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20151600852</u>	Exp:	<u>10/31/2016</u>	8
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>T32004184</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] _____ 8-29-16
 Authorized Signature Date

Public Works Division

[Signature] s/
 For Board of Examiners YES NO

#5

Please Note: Dates for commencement and BOE targets are Initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	<i>8/23/2016</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION - FIRST AMENDMENT

1. Agency: Department of Health and Human Services
 Division of Public and Behavioral Health
 4150 Technology Way, Third Floor
 Carson City, Nevada 89706
 Debbie Ohl
 775.684.5915 Fax: 775.684.4211 dlohl@health.nv.gov

Remarks: This amendment is to add 286 sq. ft. of space. Leasing Services has negotiated with the Lessor to keep the rent at the current cost per sq. ft. to include 5 months free rent on expansion space and 4 covered reserved parking at no extra cost.

Exceptions/Special notes: This lease is below market rates, comparable rates start at \$2.05 per square foot.

2. Name of Landlord (Lessor): Js Park Sahara, LLC

3. Address of Landlord: 1600 Dove Street, Suite 480
 Newport Beach, California 92660

4. Property contact: c/o The Saunders Property Company
 Optima Asset Management
 Kem Braswell
 949.852.0900 Fax: 949.752.5113 kem@optimaasset.com

5. Address of Lease property: 1840 East Sahara Avenue, Suite 111
 Las Vegas, Nevada 89104

a. Square Footage: Rentable
 Usable 1,380

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$1,094.00	5	\$5,470.00	July 1, 2016 - November 30, 2016	\$0.79
	\$1,380.00	7	\$9,660.00	December 1, 2016 - June 30, 2017	\$1.00
5%	\$1,449.00	12	\$17,388.00	July 1, 2017 - June 30, 2018	\$1.05
5%	\$1,518.00	12	\$18,216.00	July 1, 2018 - June 30, 2019	\$1.10
5%	\$1,600.80	12	\$19,209.60	July 1, 2019 - June 30, 2020	\$1.16
5%	\$1,683.60	12	\$20,203.20	July 1, 2020 - June 30, 2021	\$1.22

c. Total Lease Consideration: 60 \$90,146.80

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: Five (5) 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: \$2.05 - \$2.60 Las Vegas / Henderson Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3215

6. Purpose of the lease: To house the Office of HIV and AIDS

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

#6

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

Christina Badnik 8/11/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20051400133</u>	Exp:	<u>6/30/2016</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				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	<u>T29007659</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] 8-18-16
Authorized Signature Date
Public Works Division

Bms!
For Board of Examiners YES NO

#6

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Patrick Cates
Director

Gustavo Nuñez, P.E.
Administrator



PUBLIC WORKS DIVISION

Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1815 • Fax (775) 684-1817

Las Vegas Offices:

Public Works Section
1830 East Sahara, Suite 204
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
2621 E. Sahara Avenue
Las Vegas, Nevada 89104-4136
(702) 486-4300 • Fax (702) 486-4308

MEMORANDUM

Date: September 29, 2016

To: Jennifer Thomas

From: Sophia LaBranch, Leasing Services

Subject: 1840 East Sahara Avenue, Suite 111

As requested this memo is a clarification for a retroactive start date of July 1, 2016 for the leases referenced above, which house the Department of Health & Human Services, Division of Public and Behavioral Health.

The Agency has been occupying the space rent free, so this amendment is simply working the 286 sq. ft. back into the lease so that they can pay the rent due on it. The amendment was negotiated with the Lessor to keep the rent at the current cost per sq. ft. to include 5 months of free rent on the 286 sq. ft. and 4 covered, reserved parking slots at no extra cost.

Thank You,


Sophia LaBranch

#6

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>MA</i> <i>8/24/16</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health & Human Services
 Division of Public & Behavioral Health, Rural Clinics
 4150 Technology Way, Third Floor
 Carson City, Nevada 89706
 Debbie Ohl
 Phone: (775) 684-5915 fax: (775) 684-4211 email: dlohl@health.nv.gov

Remarks: This is a renewal of an existing lease.

Exceptions/Special notes: 2-day janitorial services and paper products included.

2. Name of Landlord (Lessor): Silver Springs Stagecoach Hospital District

3. Address of Landlord: 3595 Highway 50 West, Suite 4, PO Box 567
 Silver Springs, Nevada 89429

4. Property contact: Vanessa Stuart
 Phone: (775) 557-2700 fax: (775) 577-2722 email: office@ssshd.org

5. Address of Lease property: Lahontan Medical Center
 3595 Highway 50 West
 Silver Springs, Nevada 89429

a. Square Footage: Rentable Usable 2,976

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$4,533.61	12	\$54,403.32	November 1, 2016 - October 31, 2017	\$1.52
0%	\$4,533.61	12	\$54,403.32	November 1, 2017 - October 31, 2018	\$1.52
0%	\$4,533.61	12	\$54,403.32	November 1, 2018 - October 31, 2019	\$1.52
0%	\$4,533.61	12	\$54,403.32	November 1, 2019 - October 31, 2020	\$1.52

c. Total Lease Consideration: 48 \$217,613.28

d. Option to renew: Yes No 90 Renewal terms: One indentical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Four (4) 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: 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 the Department of Health and Human Services, Division of Public & Behavioral Health, Rural Clinics

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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 BUDGET DIVISION

#7

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 N/A

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Christina D. Dadiuk 8/9/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>Entity #: MIS3147-1986</u>	Exp:							9
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 checked="" type="checkbox"/>	YES					<input type="checkbox"/>	NO
*If yes, please explain in exceptions section Not required									
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 type="checkbox"/>	YES					<input checked="" type="checkbox"/>	NO
*If no, please explain in exceptions section Entity Number: MIS3147-1986									
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>T40156600A</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] 8-22-16
Authorized Signature Date
Public Works Division

bm
For Board of Examiners YES NO

#7

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	YHP
Reviewed by:	8/24/16
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Public and Behavioral Health, Rural Clinics
 4150 Technology Way
 Carson City, Nevada 89706
 Debbie Ohl
 775.684.5915 Fax: 775.684.4211 dlohl@health.nv.gov

Remarks: This lease was negotiated to relocate Rural Clinics to better accommodate the needs of the agency for client privacy.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Venturacci Properties, LP

3. Address of Landlord: 890 East Patriot Boulevard, Suite E
 Reno, Nevada 89511

4. Property contact: Wallace Realty Corporation
 525 West Williams Avenue
 Fallon, Nevada 89406
 Michelle Wallace
 775.423.2131 michelle.wallace@wallacecorp.com

5. Address of Lease property: 137, 139, 141 Keddie Street
 Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 3,400

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$4,590.00	12	\$55,080.00	November 1, 2016 - October 31, 2017	\$1.35
0% \$4,590.00	12	\$55,080.00	November 1, 2017 - October 31, 2018	\$1.35
0% \$4,590.00	12	\$55,080.00	November 1, 2018 - October 31, 2019	\$1.35
0% \$4,590.00	12	\$55,080.00	November 1, 2019 - October 31, 2020	\$1.35
0% \$4,590.00	12	\$55,080.00	November 1, 2020 - October 31, 2021	\$1.35

Increase %

c. Total Lease Consideration: 60 \$275,400.00

d. Option to renew: Yes No 30 Renewal terms: Two (2), Two (2) Year Options

e. Holdover notice: # of Days required 90 Holdover terms: 5% / 90

f. Term: Five (5) 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: Not Available / Rural Area

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 Division of Public & Behavioral Health Rural Clinics

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

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 BUDGET DIVISION

a. Estimated Moving Expenses: \$2,500.00 Furnishings: \$0.00 Data/Phones: \$3,000.00

#8

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

Christina Adams 8/18/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20031223980</u>	Exp:	<u>8/31/2016</u>	8
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"/> LP <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>T81104771</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] 8.24.16
Authorized Signature Date
Public Works Division

For Board of Examiners YES NO

#8

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	9/12/16 (SAS)
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Child and Family Services, Youth Parole Bureau
 751/753 Ryland Street
 Reno, Nevada 89502
 David Laity
 775.688.1421 x224 Fax: 775.688.2662 dlaity@dcs.nv.gov

Remarks: This lease was negotiated to relocate the agency due to current Lessor's unwillingness to renew, or resolve building maintenance issues. Current Lessor is willing to release Tenant from lease or any further obligations without penalty.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Frederick J. Fricke, Jr.

3. Address of Landlord: 1825 Pinlon Road, Unit E
 Elko, Nevada 89801

4. Property contact: NAI Alliance
 5345 Kietzke Lane, Suite 100
 Reno, Nevada 89511
 Suzy Klass
 775.336.4600 Fax: 775.336.4699 sklass@naialliance.com

5. Address of Lease property: 751/753 Ryland Street
 Reno, Nevada 89502

a. Square Footage:

Rentable
 Usable 6,618

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$5,625.30	6	\$33,751.80	Months 1 - 6	\$0.85
\$11,250.60	12	\$135,007.20	Months 7 - 18	\$1.70
2% \$11,449.14	12	\$137,389.68	Months 19 - 30	\$1.73
2% \$11,713.86	12	\$140,566.32	Months 31 - 42	\$1.77
2% \$11,912.40	12	\$142,948.80	Months 43 - 54	\$1.80
2% \$12,177.12	12	\$146,125.44	Months 55 - 66	\$1.84
2% \$12,441.84	12	\$149,302.08	Months 67 - 78	\$1.88
2% \$12,640.38	12	\$151,684.56	Months 79 - 90	\$1.91
2% \$12,905.10	12	\$154,861.20	Months 91 - 102	\$1.95
2% \$13,169.82	12	\$158,037.84	Months 103 - 114	\$1.99
2% \$13,434.54	12	\$161,214.48	Months 115 - 126	\$2.03
c. Total Lease Consideration:		126	\$1,510,889.40	

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:

Ten (10) Years, Six (6) Months

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:

\$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:

3263



6. Purpose of the lease:

To house the Youth Parole Bureau

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

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 BUDGET DIVISION

a. Estimated Moving Expenses: TBD

Furnishings: TBD

Data/Phones: TBD

#9

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

Deputy Administrator 8/30/16
Authorized Agency Signature Date
DEPUTY ADMINISTRATOR

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	TBD	Exp:		# of employees	
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"/>	LP <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 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 type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	TBD				

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] 9.6.16
Authorized Signature Date
Public Works Division

9//
BM For Board of Examiners YES NO

#9

For Budget Division Use Only	
Reviewed by: <i>N</i>	<i>7-7-16</i>
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles
555 Wright Way
Carson City, Nevada 89711
Randy Hobdy
775.684.4804 Fax: 775.684.4724 rhobdy@dmv.nv.gov

Remarks: This Full Service lease renewal replaces a Gross Modified lease. Electrical upgrades and Parking Lot improvements have already been completed.

Exceptions/Special notes: Tenant improvements to include: new paint, new carpet tiles, VCT tile throughout, new countertop/workstations with locking drawers and locking door between DPS & DMV.

2. Name of Landlord (Lessor): BPL, Limited Partnership

3. Address of Landlord: PO Box 2730
Elko, Nevada 89803

4. Property contact: Angie Heguy
775.397.8788 Fax: 775.738.9533 angiehuguy@gmail.com

5. Address of Lease property: 3920 Idaho Street
Elko, Nevada 89803

a. Square Footage: Rentable
 Usable 14,508

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
	\$27,129.96	12	\$325,559.52	November 1, 2016 - October 31, 2017	\$1.87
2.7%	\$27,855.36	12	\$334,264.32	November 1, 2017 - October 31, 2018	\$1.92
2.1%	\$28,435.68	12	\$341,228.16	November 1, 2018 - October 31, 2019	\$1.96
2.6%	\$29,161.08	12	\$349,932.96	November 1, 2019 - October 31, 2020	\$2.01
2.5%	\$29,886.48	12	\$358,637.76	November 1, 2020 - October 31, 2021	\$2.06
2.4%	\$30,611.88	12	\$367,342.56	November 1, 2021 - October 31, 2022	\$2.11
2.8%	\$31,482.36	12	\$377,788.32	November 1, 2022 - October 31, 2023	\$2.17
2.3%	\$32,207.76	12	\$386,493.12	November 1, 2023 - October 31, 2024	\$2.22
2.3%	\$32,933.16	12	\$395,197.92	November 1, 2024 - October 31, 2025	\$2.27
2.6%	\$33,803.64	12	\$405,643.68	November 1, 2025 - October 31, 2026	\$2.33

c. Total Lease Consideration: 120 \$3,642,088.32

d. Option to renew: Yes No 30 Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5% / 90

f. Term: Ten (10) 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: Not Available / Rural Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4735

6. Purpose of the lease: To house multiple Divisions of the Department of Public Safety

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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BUDGET DIVISION

#10

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

[Signature] 8/30/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19941029183</u>	Exp:	<u>12/31/2016</u>	16
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"/> LP <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>T80086590</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] 8-31-16
Authorized Signature Date
Public Works Division

Bm For Board of Examiners YES NO

#10

For Budget Division Use Only	
Reviewed by:	10 9-7-16
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles
555 Wright Way
Carson City, Nevada 89711
Heidi Azevedo
775.684.4504 Fax 684.684.4724 hazevedo@dmv.nv.gov

Remarks: This Full Service lease renewal replaces a Gross Modified lease, which created a savings of \$185,664.48 over the term.

Exceptions/Special notes:

2. Name of Landlord (Lessor): PDMV 1, LLC

3. Address of Landlord: 2281 Postal Drive, Suite 1
Pahrump, Nevada 89048

4. Property contact: Doug Maughan
775.727.5900 Fax 775.727.6010 doug@wulfoo.net

5. Address of Lease property: 1780 East Basin Avenue, Suite 1
Pahrump, Nevada 89060

a. Square Footage: Rentable
 Usable 4,367

b. Cost:

cost per month	CAM Fees	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$7,642.25	\$300.00	12	\$95,307.00	November 1, 2016 - October 31, 2017	\$1.75
\$7,642.25	\$300.00	12	\$95,307.00	November 1, 2017 - October 31, 2018	\$1.75
3% \$7,860.60	\$300.00	12	\$97,927.20	November 1, 2018 - October 31, 2019	\$1.80
\$7,860.60	\$300.00	12	\$97,927.20	November 1, 2019 - October 31, 2020	\$1.80
3% \$8,122.62	\$300.00	12	\$101,071.44	November 1, 2020 - October 31, 2021	\$1.86
\$8,122.62	\$300.00	12	\$101,071.44	November 1, 2021 - October 31, 2022	\$1.86

c. Total Lease Consideration: 72 \$588,611.28

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: Six (6) 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: Not Available / Rural Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4735

6. Purpose of the lease: To house Department of Motor Vehicles

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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BUDGET DIVISION

#11

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

Approved Mund 9/2/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20061628597</u>	Exp:	<u>4/30/2017</u>	7
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:	<u>T29010290</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

9 Approved Mund 9.2.16
Authorized Signature Date
Public Works Division
//
For Board of Examiners YES NO

#11

Please Note: Dates for commencement and BOE targets are Initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>SL</i>	9-1-16
Reviewed by: <i>PN</i>	9-1-16
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Highway Patrol Division
555 Wright Way
Carson City, Nevada 89701
Melissa Carr
775.684.4593 Fax 775.684.4809 mcarr@dps.state.nv.us

Remarks: This is a renewal of an existing Gross Modified Lease

Exceptions/Special notes: DPS specific janitorial

2. Name of Landlord (Lessor): Modular Space Corporation

3. Address of Landlord: 12603 Collection Center Drive
Chicago, Illinois 60693

4. Property contact: David Hendrickson
916.373.9000 Fax 484.254.0666 david.hendrickson@modspace.com

5. Address of Lease property: 770 West Main Street
Fernley, Nevada 89408

a. Square Footage: Rentable
 Usable 1,440

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$617.65	12	\$7,411.80	November 1, 2016 - October 31, 2017	\$0.43
0%	\$617.65	12	\$7,411.80	November 1, 2017 - October 31, 2018	\$0.43
0%	\$617.65	12	\$7,411.80	November 1, 2018 - October 31, 2019	\$0.43

c. Total Lease Consideration: 36 \$22,235.40

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: Not Available

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4713

6. Purpose of the lease: To house Highway Patrol Division

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

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**GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

#12

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

Jackie Muth 8/23/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV2001345528	Exp:	6/30/2017	9
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 checked="" 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:	PUR0003641			

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] 8-24-16
Authorized Signature Date
Public Works Division
For Board of Examiners YES NO

#12

Please Note: Dates for commencement and BOE targets are Initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Division of Parole and Probation
555 Wright Way
Carson City, Nevada 89711
Melissa Carr
775.684.4593 Fax 775.684.4809 mcarr@dps.state.nv.us

Remarks: This lease was negotiated to extend the current lease and provide additional square feet to meet the needs of the agency. This lease also includes extensive tenant improvements.

Exceptions/Special notes: DPS specific janitorial

2. Name of Landlord (Lessor): Venturacci Properties, LP

3. Address of Landlord: 890 East Patriot Boulevard, Suite E
Reno, Nevada 89511

4. Property contact: Wallace Realty Corporation
525 West Williams Avenue
Fallon, Nevada 89406
Michelle Wallace
775.423.2131 michelle.wallace@wallacecorp.com

5. Address of Lease property: 145, 147, 149 & 151 Keddie Street
Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 3,840

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,876.80	24	\$117,043.20	January 1, 2017 - December 31, 2018	\$1.27
3% \$5,023.10	24	\$120,554.50	January 1, 2019 - December 31, 2020	\$1.31
3% \$5,173.80	24	\$124,171.13	January 1, 2021 - December 31, 2022	\$1.35
3% \$5,329.01	24	\$127,896.26	January 1, 2023 - December 31, 2024	\$1.39
3% \$5,488.88	24	\$131,733.15	January 1, 2025 - December 31, 2026	\$1.43

Increase %

c. Total Lease Consideration: 120 \$621,398.24

d. Option to renew: Yes No 30 Renewal terms: Two (2), two (2) years options

e. Holdover notice: # of Days required 90 Holdover terms: 5% / 90

f. Term: Ten (10) 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: Not Available / Rural Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3740

6. Purpose of the lease: To house Division of Parole & Probation

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: \$0.00 Furnishings: TBD Data/Phones: TBD

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BUDGET DIVISION

#13

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

[Signature] 8/30/14
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20031223980</u>	Exp:	<u>8/31/2016</u>	12
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"/>	LP <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>T81104771</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] 8-31-16
Authorized Signature Date
Public Works Division

//
For Board of Examiners YES NO

#13

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
555 Wright Way
Carson City, Nevada 89711
Melissa Carr
775.684.4593 Fax: 775.684.4809 mcarr@dps.state.nv.us

Remarks: This Full Service Lease was negotiated to renew an existing Gross Modified Lease, which includes an addition of 1,681 square feet to meet the needs of the agency, plus 13,000 square feet at no cost to the tenant. Tenant improvements to include: new paint and new carpet tiles throughout. Vault expansion, Electrical upgrades and Parking Lot improvements have already been completed.

Exceptions/Special notes: DPS specific janitorial

2. Name of Landlord (Lessor): BPL, Limited Partnership

3. Address of Landlord: PO Box 2730
Elko, Nevada 89803

4. Property contact: Angie Heguy
775.397.8788 Fax: 775.738.9533 angiehuguy@gmail.com

5. Address of Lease property: 3920 Idaho Street
Elko, Nevada 89803

a. Square Footage: Rentable
 Usable 29,504 Plus 13,000 square feet at No cost to Tenant

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$44,256.00	12	\$531,072.00	November 1, 2016 - October 31, 2017	\$1.50
2.0%	\$45,141.12	12	\$541,693.44	November 1, 2017 - October 31, 2018	\$1.53
1.9%	\$46,026.24	12	\$552,314.88	November 1, 2018 - October 31, 2019	\$1.56
2.5%	\$47,206.40	12	\$566,476.80	November 1, 2019 - October 31, 2020	\$1.60
2.4%	\$48,386.56	12	\$580,638.72	November 1, 2020 - October 31, 2021	\$1.64
2.4%	\$49,566.72	12	\$594,800.64	November 1, 2021 - October 31, 2022	\$1.68
1.8%	\$50,451.84	12	\$605,422.08	November 1, 2022 - October 31, 2023	\$1.71
2.3%	\$51,632.00	12	\$619,584.00	November 1, 2023 - October 31, 2024	\$1.75
2.2%	\$52,812.16	12	\$633,745.92	November 1, 2024 - October 31, 2025	\$1.79
2.2%	\$53,992.32	12	\$647,907.84	November 1, 2025 - October 31, 2026	\$1.83

c. Total Lease Consideration: 120 \$5,873,656.32

d. Option to renew: Yes No 30 Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5% / 90

f. Term: Ten (10) 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: Not Available / Rural Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4701, 3816, 4713, 4702, 3743, 3740

6. Purpose of the lease: To house multiple Divisions of the Department of Public Safety

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: TBD Furnishings: TBD Data/Phones: TBD

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BUDGET DIVISION

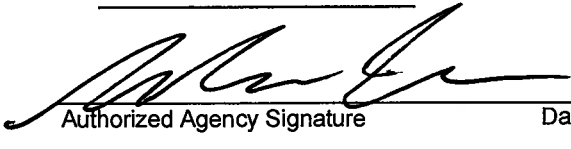
#14

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

 8/30/16
Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19941029183</u>	Exp:	<u>12/31/2016</u>	56
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"/> LP <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>T80086590</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

 8-31-16
Authorized Signature Date
Public Works Division

// For Board of Examiners YES NO



#14

Please Note: Dates for commencement and BOE targets are Initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
 Division of Investigations
 555 Wright Way
 Carson City, Nevada 89711
 Contact: Melissa Carr
 Phone: 775.684.4593 fax: 775.684.4809 email: mcarr@dps.state.nv.us

Remarks: The lease was negotiated to remain at the same rate for the first year, with a 2% increase in the 2nd, 3rd, and 5th years.

Exceptions/Special notes: DPS minimal janitorial

2. Name of Landlord (Lessor): Uccelli Properties, L.P.

3. Address of Landlord: 1 Uccelli Boulevard
 Redwood City, California 94063

4. Property contact: Tom Inglis
 Phone: 775.342.7003 fax: 775.423.2145 email: kayi@phonewave.net

5. Address of Lease property: 963 & 965 West Williams Avenue
 Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 2,000

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,777.00	12	\$21,324.00	December 1, 2016 - November 30, 2017	\$0.89
2% \$1,812.54	12	\$21,750.48	December 1, 2017 - November 30, 2018	\$0.91
2% \$1,848.79	12	\$22,185.49	December 1, 2018 - November 30, 2019	\$0.92
0% \$1,848.79	12	\$22,185.48	December 1, 2019 - November 30, 2020	\$0.92
2% \$1,885.77	12	\$22,629.19	December 1, 2020 - November 30, 2021	\$0.94

Increase %

c. Total Lease Consideration: 60 \$110,074.64

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: Five (5) 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: Not Available

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3743

6. Purpose of the lease: To house the Investigations Division

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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 BUDGET DIVISION

#15

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

 8/20/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991138480</u>	Exp:	<u>12/31/2016</u>	6
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>T80135580</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

 8-31-16
Authorized Signature Date

Public Works Division

YES NO
For Board of Examiners

#15

For Budget Division Use Only	
Reviewed by:	<i>BYUS</i>
Reviewed by:	<i>[Signature]</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Taxation
1550 College Parkway
Carson City, Nevada 89706
✓ Rick Gimlin
775.684.2071 Fax 775.684.2020 gimlin@tax.state.nv.us

Remarks: ✓ This lease was negotiated to increase space needed to accommodate the agencies additional employees, which were approved by Legislation and allow for consolidation of staff.

Exceptions/Special notes:

2. Name of Landlord (Lessor): 1994 Johnston Family Trust

3. Address of Landlord: 3485 Matanzas Creek Lane
Santa Rosa, California 95404

4. Property contact: John Uhart Commercial Real Estate Services
301 West Washington Street, Suite 1
Carson City, Nevada 89703
Sam Douglas
775.884.1896 Fax: 775.884.4896 samuel@jucommercial.com

5. Address of Lease property: 1550 College Parkway
Carson City, Nevada 89706

a. Square Footage: Rentable
 Usable 42,168 ✓

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %				
3%	14	\$786,640.96	October 1, 2016 - November 30, 2017	\$1.33 ✓
4%	24	\$1,395,725.76	December 1, 2017 - November 30, 2019	\$1.38 ✓
4%	24	\$1,451,554.80	December 1, 2019 - November 30, 2021	\$1.43 ✓
4%	24	\$1,509,617.04	December 1, 2021 - November 30, 2023	\$1.49 ✓
	86	\$5,143,538.56		

c. Total Lease Consideration: ✓ 86 \$5,143,538.56

d. Option to renew: Yes No 90 Renewal terms: 5%/90

e. Holdover notice: # of Days required 30 Holdover terms: One identical term

f. Term: Seven (7) Years Two (2) Months

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: 2361

6. Purpose of the lease: To house Department of Taxation

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: \$480.00 Furnishings: \$84,281.00 Data/Phones: \$28,907.00

RECEIVED

SEP 06 2016

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

#16

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

Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20161349157	Exp:	6/30/2017	205
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:	T27007254			

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



Authorized Signature Date
Public Works Division
//
For Board of Examiners YES NO

#16

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

Rob Sh 9.6.16
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20161349157</u>	Exp:	<u>6/30/2017</u>	205
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:	<u>T27007254</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

Authorized Signature _____ Date _____
 Public Works Division
 // For Board of Examiners YES NO

#16

For Budget Division Use Only	
Reviewed by: <i>PN</i>	<i>9/3/16</i>
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Transportation, Crew 910
310 Galletti Way
Sparks, Nevada 89431
Contact: Brad Durski
phone: 775.888.3021 email: bdurski@dot.state.nv.us

Remarks: This is a renewal of an existing lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): 1320-1350 Freeport, LLC

3. Address of Landlord: 6490 S McCarran Blvd., Bldg E
Reno, Nevada 89509

4. Property contact: The Ribeiro Companies
Tina Autry
phone: 775.825.7979 fax: 775.825.8272 email: tina.autry@Ribeirocorp.com

5. Address of Lease property: 1320 Freeport Blvd., Suites 105, 106, & 122
Sparks, Nevada 89431

a. Square Footage: Rentable Usable 2,648 984 office space, 1,664 warehouse space

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$2,364.00	12	\$28,368.00	November 1, 2016 - October 31, 2017	\$0.89
0%	\$2,364.00	12	\$28,368.00	November 1, 2017 - October 31, 2018	\$0.89
5%	\$2,482.20	12	\$29,786.40	November 1, 2018 - October 31, 2019	\$0.94
c. Total Lease Consideration:		36	\$86,522.40		

d. Option to renew: Yes No 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: \$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: 4660

6. Purpose of the lease: To house the Department of Transportation, Crew 910

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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED
SEP 02 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION


#17

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

 8-26-16
Authorized Agency Signature: **BRAD DURSKI, P.E.** Date
Resident Engineer

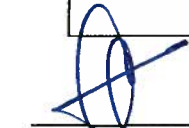
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>1320-1350 Freeport, LLC</u>	Exp:	<u>5/31/2017</u>	17
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"/> LP <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>T27031990</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

 8-27-16
Authorized Signature Date
Public Works Division

sl
For Board of Examiners YES NO

#17

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: **15939** Amendment Number: **2**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: **DEPARTMENT OF BUSINESS & INDUSTRY - HOUSING DIVISION**

Agency Code: **011** Contractor Name: **DEPARTMENT OF BUSINESS & INDUSTRY - HOUSING DIVISION**

Appropriation Unit: **4869-11** Address: **1535 OLD HOT SPRINGS RD STE 50**

Is budget authority available?: **No** City/State/Zip: **CARSON CITY, NV 89706**

If "No" please explain: Pending IFC approval at October 25, 2016 meeting. Contact/Phone: **775/687-2049**

Vendor No.: **D74426000**

NV Business ID: **52-2038434**

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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 %	X Other funding	100.00 % Renewable Energy Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2014**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **2 years and 303 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Energy Prgrm HEROS**

5. Purpose of contract:

This is the second amendment to the contract to provide ongoing opportunities for energy efficiency upgrades for senior citizens. This amendment increases the maximum amount from \$1,800,000 to \$1,950,000, due to the final installment for fiscal year 2017 going from \$600,000 to \$750,000. This amendment also revises the Scope of Work to clarify payment of allowable costs and to allow the Office of Energy to perform annual audits of the Housing Division's records.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$600,000.00	\$600,000.00	\$600,000.00	Yes - Action
a. Amendment 1:	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	Yes - Action
2. Amount of current amendment (#2):	\$150,000.00	\$150,000.00	\$150,000.00	Yes - Action
3. New maximum contract amount:	\$1,950,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Housing Division currently manages a weatherization/energy efficiency program and these funds will help to advance/sustain their current program for seniors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These funds are being granted to the Housing Division to expand their existing program. They currently have the infrastructure to carry out the desired 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?

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	09/09/2016 09:06:15 AM
Division Approval	csweeney	09/09/2016 09:06:18 AM
Department Approval	csweeney	09/09/2016 09:06:22 AM
Contract Manager Approval	csweeney	09/09/2016 09:06:26 AM
Budget Analyst Approval	dstoddar	09/13/2016 10:05:25 AM
BOE Agenda Approval	cmurph3	09/13/2016 11:34:18 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: **18090**

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: **UTILITECH, INC.**
Contractor Name: **UTILITECH, INC.**
Address: **PO BOX 481934**
City/State/Zip: **KANSAS CITY, MO 64148-1934**
Contact/Phone: **JIM DITTMER 816/525-5211**
Vendor No.: **T27014478A**
NV Business ID: **NV20101263063**

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 %	X Other funding	100.00 % Regulatory Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **2 years and 91 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide ongoing assistance as an expert witness in the field of economics in analyzing revenue requirements in general rate applications of electric, natural gas and water utilities before the Nevada Public Utilities Commission and perform other tasks as required by the Bureau of Consumer Protection.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$165,000.00**

Payment for services will be made at the rate of \$165.00 per hour maximum

Other basis for payment: Plus travel or per diem expenses at GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent 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:

Specialized expertise is required by our office to adequately protect the public 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: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Utilitech was chosen in preference to others for their specialized 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?

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:

Utilitech, Inc. has been under contract by the BCP for similar duties in numerous dockets since 2006. All prior work has been satisfactorily completed.

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	hrobinso	08/30/2016 12:29:28 PM
Division Approval	hrobinso	08/30/2016 12:29:31 PM
Department Approval	lgallow1	09/02/2016 14:12:35 PM
Contract Manager Approval	hrobinso	09/02/2016 14:14:20 PM
Budget Analyst Approval	myoun3	09/06/2016 11:31:24 AM
BOE Agenda Approval	lfree1	09/12/2016 15:37:56 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: **18054**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
 Agency Code: **030**
 Appropriation Unit: **1040-22**

Is budget authority available?: **No**

If "No" please explain: Work program C36858 was submitted to correct budget authority and contract is contingent upon IFC approval.

Legal Entity Name: **APPRISS, INC.**
 Contractor Name: **APPRISS, INC.**
 Address: **10401 LINN STATION RD STE 200**
 City/State/Zip: **LOUISVILLE, KY 40223-3842**
 Contact/Phone: **Joshua Bruner 502-561-6463**

Vendor No.: **T32000907**
 NV Business ID: **NV20071670784**

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 %
X Federal Funds	100.00 %	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 **11/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2017**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Victim Info System**

5. Purpose of contract:

This is a new contract to provide technical and program improvements to the Nevada Victim Information and Notification Everyday system, a proprietary product. This contract covers a one-time fee to implement this update in all Nevada jurisdictions. This item is contingent upon Interim Finance Committee's approval of an action item.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$243,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The 1983 Nevada Legislature mandated certain rights and guarantees to crime victims and witnesses. Accordingly, Chapter 178 of the Nevada Revised Statutes recognizes the needs and right of crime victims. Among other provision, Chapter 178 mandates that a victim be notified by law enforcement of the location of the defendant following arrest, during prosecution of the criminal case, during a sentence to confinement and when there is any release or escape of the defendant from confinement

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees or agencies have the equipment or the experience to provide these services.

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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

this contractor was selected as the best solution by the evaluation committee base on pre-determined evaluation criteria.

d. Last bid date: 01/02/2010 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 OAG is currently in contract with Appriss, Inc and the Department of Public Safety entered into contract in June 2009. Both agencies have been satisfied with their 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	08/09/2016 13:23:33 PM
Division Approval	mradu	08/09/2016 13:23:38 PM
Department Approval	chowle	08/09/2016 14:01:09 PM
Contract Manager Approval	Iramire7	08/22/2016 16:32:55 PM
Budget Analyst Approval	myoun3	09/06/2016 11:15:57 AM
BOE Agenda Approval	lfree1	09/06/2016 16:42:58 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: **18095**

Agency Name: TREASURER - HIGHER EDUCATION TUITION Agency Code: 052 Appropriation Unit: 1083-04 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: CHICAGO EQUITY PARTNERS LLC Contractor Name: CHICAGO EQUITY PARTNERS LLC Address: 180 N LA SALLE ST STE 3800 City/State/Zip: CHICAGO, IL 60601-2804 Contact/Phone: LINDA RUEGSEGGER 312/629-8200 Vendor No.: T27031450 NV Business ID: NV20121610892
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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 %	X Other funding	100.00 % Investment Earnings

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Investment Manager**

5. Purpose of contract:

This is a new contract to provide fixed income investment management for the Higher Education Tuition Trust Fund to meet anticipated future tuition liabilities for the Prepaid Tuition contracts.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$436,000.00**

Other basis for payment: Estimating \$66,000,000 in asset under management each year based upon the following schedule: First \$25M - 20 basis points; next \$75M - 15 basis points; and thereafter - 10 basis points.

II. JUSTIFICATION

7. What conditions require that this work be done?

An investment manager provides investment services for money in the Prepaid Tuition Trust Fund which must be invested in a prudent manner to meet anticipated future tuition liabilities for the Prepaid Tuition contracts in accordance with NRS Chapter 353B.

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 or research tools to effectively manage longer-term fixed income securities which assist the portfolio in meeting its risk/return expectations to match Nevada System of Higher Education (NSHE) tuition increases.

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):

Chicago Equity Partners
TCW
T. Rowe Price
Chandler

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor chosen is able to manage the funds within the state regulatory requirements, has a proven track record, helps ensure risk/return balance and has a competitive fee structure.

d. Last bid date: 01/20/2015 Anticipated re-bid date: 01/01/2020

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:

Chicago Equity Partners currently manages the Prepaid Tuition fund fixed income assets and core General Portfolio assets for the State Treasurer's Office.

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 **Foreign Limited Liability Company**

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	alaw1	08/31/2016 16:13:52 PM
Division Approval	alaw1	08/31/2016 16:13:56 PM
Department Approval	alaw1	08/31/2016 16:14:02 PM
Contract Manager Approval	abayouth	08/31/2016 16:27:05 PM
Budget Analyst Approval	lfree1	09/06/2016 17:54:35 PM
BOE Agenda Approval	lfree1	09/06/2016 17:57:51 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: **18052**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: DEL SOL LANDSCAPE CONSTRUCTION, INC.
Agency Code: 082	Contractor Name: DEL SOL LANDSCAPE CONSTRUCTION, INC.
Appropriation Unit: 1349-12	Address: 2509 E. RENO AVE.
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89120
If "No" please explain: Not Applicable	Contact/Phone: 702-604-0928
	Vendor No.: T32004270
	NV Business ID: NV20051136561

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 % Buildings and Grounds Building Rental Fees
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 **10/11/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **3 years and 325 days**

4. Type of contract: **Contract**

Contract description: **Landscaping**

5. Purpose of contract:

This is a new contract to provide ongoing landscape services at three locations in Las Vegas: Grant Sawyer Bldg., DMV Flamingo, and DMV Sahara.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$117,604.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is to provide landscape services to the Grant Sawyer Buildings, DMV Flamingo, and DMV Sahara.

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 employ landscape services for this area.

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):

Par3 Landscape
Cacti Landscapes
Del Sol Landscape

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3255, 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: 06/01/2016 Anticipated re-bid date: 06/01/2020

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:
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	09/13/2016 06:38:59 AM
Division Approval	ssands	09/13/2016 06:39:02 AM
Department Approval	ssands	09/13/2016 06:39:04 AM
Contract Manager Approval	ssands	09/13/2016 06:39:08 AM
Budget Analyst Approval	dstoddar	09/15/2016 10:59:23 AM
BOE Agenda Approval	pnicks	09/15/2016 15:12:08 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: **18104**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: MELROY ENGINEERING, INC., DBA MSA ENGINEERING CONSULTANTS
Agency Code: 082	Contractor Name: MELROY ENGINEERING, INC., DBA MSA ENGINEERING CONSULTANTS
Appropriation Unit: All Appropriations	Address: 370 E WINDMILL LN STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89123
If "No" please explain: Not Applicable	Contact/Phone: 702/896-1100
	Vendor No.: T29022618
	NV Business ID: NV19971093631

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 %	X Other funding	100.00 % Varies depending upon the project requiring this service.

Agency Reference #: 110532

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **272 days**

4. Type of contract: **Contract**

Contract description: **Mech/Elec PI Chk Srv**

5. Purpose of contract:

This is a new contract to provide professional mechanical/electrical plan checking services as required. SPWD Contract No. 110532.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: Progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

Mechanical/Electrical Plan Checking Services required to ensure building safety and code compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Mechanical/Electrical Plan Checking 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	09/06/2016 14:35:39 PM
Division Approval	dgrimm	09/06/2016 14:35:41 PM
Department Approval	dgrimm	09/06/2016 14:35:53 PM
Contract Manager Approval	dgrimm	09/06/2016 16:15:06 PM
Budget Analyst Approval	dstoddar	09/12/2016 14:42:52 PM
BOE Agenda Approval	pnicks	09/13/2016 11:06:09 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: **18067**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: Turning Point, Inc.
Agency Code: 300	Contractor Name: Turning Point, Inc.
Appropriation Unit: 2709-33	Address: PO Box 1028
Is budget authority available?: Yes	City/State/Zip: Virginia City, NV 89440
If "No" please explain: Not Applicable	Contact/Phone: Deborah Loesch-Griffin, Ph.D. 775-843-2275
	Vendor No.: T29005273
	NV Business ID: NV19881034454

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 %
X Federal Funds	100.00 %	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 **10/11/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 262 days**

4. Type of contract: **Contract**

Contract description: **B3 Model Tech Assist**

5. Purpose of contract:

This is a new contract to provide technical assistance and guide the development of an implementation plan, for the Birth through Third grade or B-3 model, conduct a pilot study of the model in high-needs areas across the State, and develop and implement a professional learning series. This item is contingent upon approval of a work program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$819,566.00**

Other basis for payment: upon receipt of detailed invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal Preschool Development Grant requires this work be completed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Education and other state agencies lack the personnel capacity to complete this 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):

Glen Price Group
Childrens Advocacy Alliance
Turning Point, Incorporated
West Ed

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2108, 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: 05/23/2016 Anticipated re-bid date: 01/01/2019

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:

Division of Public and Behavioral Health #65533; Nevada Home Visiting Program #65533; August 2015-July 2016
Department of Education #65533; Office of Early Childhood Learning and Head Start Collaboration #65533; January 2015-June 30 2015
Division of Public and Behavioral Health #65533; Bureau of Child, Family Services #65533; Healthy Communities Project #65533; June 2009 #65533; March 2010
They have been deemed 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	amccalla	08/26/2016 11:01:35 AM
Division Approval	amccalla	08/26/2016 11:01:37 AM
Department Approval	amccalla	08/26/2016 11:01:39 AM
Contract Manager Approval	ablackwe	08/26/2016 11:16:44 AM
Budget Analyst Approval	knielsen	09/19/2016 12:16:41 PM
BOE Agenda Approval	sbrown	09/19/2016 15:45:38 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: **18033**

Agency Name:	DTCA - MUSEUMS AND HISTORY DIVISION	Legal Entity Name:	MOUNTAIN STATES CONTRACTING, INC.
Agency Code:	331	Contractor Name:	MOUNTAIN STATES CONTRACTING, INC.
Appropriation Unit:	4216-10	Address:	4001 S 34TH ST
Is budget authority available?:	No	City/State/Zip	PHOENIX, AZ 85040-1820
If "No" please explain: Work Program C36618 is being completed while the Division of Purchasing is finalizing the contract. We were unable to complete the work program until it was known who the contract was going to be awarded to and how much the contract was going to be for.		Contact/Phone:	480-216-2795
		Vendor No.:	T29032897
		NV Business ID:	NV19901032386

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 %
X Federal Funds	90.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	10.00 % Ride Charge Fees

Agency Reference #: 2016-AM

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2017**

Contract term: **1 year and 20 days**

4. Type of contract: **Contract**

Contract description: **Yucca St. RRCrossing**

5. Purpose of contract:

This is a new contract to provide replacement services of the Yucca St. railroad crossing in Boulder City. This item is contingent upon Interim Finance Committee's approval of an action item.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$112,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Yucca St. railroad crossing in it's current state is deteriorating and is in need of serious repair and replacement. The safety and maintenance of the railroad is regulated by the Federal Railway Association. If the crossing is deemed unsafe upon FRA inspection the NSRM railway will not be able to be used as the train will not be able to cross Yucca Street eliminating the ability to serve visitors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work requires a contractor's license to be performed. State employees within our agency do not have the knowledge or professional licensing required.

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):

Railworks Tract Systems, Inc
Hulcher Railroad Contracting
Balfour Beatty
Mountain States Contracting

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2106, and in accordance with NRS 333, the selected vendor was the only vendor who submitted a proposal and has done work for the agency in the past.

d. Last bid date: 06/10/2016 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?

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 State Railroad Museum - September 2000. They have been satisfactory by the using agency.

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	cedlefse	07/26/2016 15:23:15 PM
Division Approval	cedlefse	07/26/2016 15:23:19 PM
Department Approval	dpeters3	07/26/2016 15:57:40 PM
Contract Manager Approval	cedlefse	07/26/2016 16:05:58 PM
Budget Analyst Approval	myoun3	08/24/2016 16:32:03 PM
BOE Agenda Approval	lfree1	09/06/2016 18:16:54 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: **15841** Amendment Number: **1**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Division of Public and Behavioral Health**

Agency Code: **403** Contractor Name: **Division of Public and Behavioral Health**

Appropriation Unit: **3158-11** Address: **4150 Technology Way, Suite 300**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89706**

If "No" please explain: **Not Applicable** Contact/Phone: **775-684-5989**

Vendor No.:
NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2014-2020**

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 %

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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2017**

Termination Date:

Contract term: **6 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **DPBH**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement which provides outpatient and inpatient mental health services including targeted case management to Medicaid recipients under Title XIX and Title XXI, in accordance with Medicaid Services Manual chapters 400 and 2500 and to reimburse for administrative services. This amendment extends the termination date from September 30, 2017 to September 30, 2019 and increases the maximum amount from \$804,596 to \$2,278,267 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:	\$804,596.00	\$804,596.00	\$804,596.00	Yes - Action
2. Amount of current amendment (#1):	\$1,473,671.00	\$1,473,671.00	\$1,473,671.00	Yes - Action
3. New maximum contract amount:	\$2,278,267.00			
and/or the termination date of the original contract has changed to:	09/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Medicaid recipients requiring mental health services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is an interlocal agreement between sister agencies administering the 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: **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	08/10/2016 11:22:39 AM
Division Approval	bvale1	08/30/2016 15:32:40 PM
Department Approval	ecreceli	09/01/2016 10:43:09 AM
Contract Manager Approval	aree2	09/01/2016 14:55:30 PM
Budget Analyst Approval	laaron	09/12/2016 11:06:57 AM
BOE Agenda Approval	nhovden	09/12/2016 17:08:48 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: **16119** Amendment Number: **1**

Agency Name: **DHHS - WELFARE AND SUPPORT SERVICES** Legal Entity Name: **FAAD JANITORIAL**

Agency Code: **407** Contractor Name: **FAAD JANITORIAL**

Appropriation Unit: **3233-07** Address: **80 GLEN CARRAN CIR**

Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**

If "No" please explain: **Not Applicable** Contact/Phone: **Donna Leidner 775/351-2405**

Vendor No.: **T81086373**

NV Business ID: **NV20041538232**

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.

<input checked="" type="checkbox"/>	General Funds	30.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	70.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is the first amendment to the original contract which continues ongoing janitorial services at the Fallon District Office. This amendment extends the termination date from October 31, 2016 to October 31, 2018, revises Attachment B - Scope of Work and increases the maximum amount from \$32,344.56 to \$64,689.12 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:	\$32,344.56	\$32,344.56	\$32,344.56	Yes - Info
2. Amount of current amendment (#1):	\$32,344.56	\$32,344.56	\$64,689.12	Yes - Action
3. New maximum contract amount:	\$64,689.12			
and/or the termination date of the original contract has changed to:	10/31/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are required for a clean and sanitary environment for Division of Welfare and Supportive Service staff and clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Buildings and Grounds does not provide this service to rural areas.

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):

All Cleand Up, LLC
FAAD Janitorial, Inc.
McNiels's Cleaning Services, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor was selected as the lowest responsible vendor.

d. Last bid date: 09/01/2014 Anticipated re-bid date: 09/01/2018

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:

Currently under contract with DWSS 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:
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	tdufresn	09/01/2016 15:53:23 PM
Division Approval	msmit5	09/06/2016 09:35:09 AM
Department Approval	ecreceli	09/08/2016 10:25:53 AM
Contract Manager Approval	sjon23	09/08/2016 11:43:22 AM
Budget Analyst Approval	dstoddar	09/12/2016 08:47:58 AM
BOE Agenda Approval	nhovden	09/12/2016 16:46:31 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: **18035**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES Agency Code: 409 Appropriation Unit: 3646-20 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: Board of Regents - UNIVERSITY OF NEVADA SCHOOL OF MEDICINE Contractor Name: Board of Regents - UNIVERSITY OF NEVADA SCHOOL OF MEDICINE Address: Pennington Medical Edu. Bldg. 1664 N Virginia St M/S 1332 Reno, NV 89557-1332 City/State/Zip: Reno, NV 89557-1332 Contact/Phone: Gail Smith 775-784-6003 Vendor No.: T80991321B NV Business ID: Governmental Entity
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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.

<input checked="" type="checkbox"/> General Funds	37.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	63.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **1 year and 272 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **On-Call Psychiatric**

5. Purpose of contract:

This is a new interlocal agreement to provide on-call psychiatric services and supervision of the Psychiatric Fellowship Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$106,800.00**

Payment for services will be made at the rate of \$150.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

At times, the Agency needs on-call psychiatric services when Agency psychiatrists are unavailable.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Agency employs psychiatrists but there is a need at times for on-call services for leave coverage and vacancies.

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?

In accordance with NRS 277.180, the Agency has contracted with the University of Nevada School of Medicine (UNSOM) to provide on-call psychiatric services.

There is not indirect rates associated with this contract.

The Agency has contract with UNSOM in the past with satisfactory services.

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 Agency has used UNSOM in the past and they have provided 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	prassie1	08/31/2016 13:16:31 PM
Division Approval	aroukie	08/31/2016 14:25:38 PM
Department Approval	ecreceli	09/08/2016 10:35:23 AM
Contract Manager Approval	sknigge	09/08/2016 14:18:23 PM
Budget Analyst Approval	dstoddar	09/09/2016 16:35:27 PM
BOE Agenda Approval	nhovden	09/12/2016 17:00:32 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: **18114**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: A.M. Smith Electric, Inc.
Agency Code: 431	Contractor Name: A.M. Smith Electric, Inc.
Appropriation Unit: 3650-07	Address: 3370 Executive Point Way Ste. 43
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: Melissa Caron 775-885-0333
	Vendor No.:
	NV Business ID: 19801010061

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate electrical repair and maintenance.

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):

United Electric Services, Inc.
Hetrick Electric Inc.
Power and Control Solutions, Inc.
Nelson Electric Company Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A.M. Smith Electric Company was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 14:42:45 PM
Division Approval	ctyle1	09/06/2016 14:53:21 PM
Department Approval	ctyle1	09/09/2016 17:01:40 PM
Contract Manager Approval	ctyle1	09/09/2016 17:01:42 PM
Budget Analyst Approval	laaron	09/12/2016 11:15:37 AM
BOE Agenda Approval	pnicks	09/12/2016 13:25:41 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: **18116**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	ELEVATOR SERVICE, INC., DBA KOCH ELEVATOR COMPANY
Agency Code:	431	Contractor Name:	ELEVATOR SERVICE, INC., DBA KOCH ELEVATOR COMPANY
Appropriation Unit:	3650-07	Address:	561 Sunshine Ln
Is budget authority available?:	Yes	City/State/Zip:	SPARKS, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	775/323-8822
		Vendor No.:	T27012989
		NV Business ID:	20161372912

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Elevator Service**

5. Purpose of contract:

This is a new contract to provide ongoing elevator maintenance services on an as needed basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service contract that will allow vendors perform elevator services under contract so we can comply with NRS & NAC.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the equipment or the certifications to do this type of 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):

Suburban Elevator
High Sierra Elevator
Otis Elevator
Acme Elevator
Easylift Elevators

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Bids were sent out to 16 vendors and Koch Elevator Company is the only vendor to respond.

d. Last bid date: 07/22/2016 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	ctyle1	09/06/2016 15:15:10 PM
Division Approval	ctyle1	09/06/2016 15:15:14 PM
Department Approval	ctyle1	09/09/2016 17:03:19 PM
Contract Manager Approval	ctyle1	09/09/2016 17:03:22 PM
Budget Analyst Approval	laaron	09/12/2016 11:13:12 AM
BOE Agenda Approval	pnicks	09/12/2016 13:55:09 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: **18111**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: HETTRICK ELECTRIC, INC.
Agency Code: 431	Contractor Name: HETTRICK ELECTRIC, INC.
Appropriation Unit: 3650-07	Address: PO BOX 19984
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89721-9984
If "No" please explain: Not Applicable	Contact/Phone: Brent Hettrick 775/841-4330
	Vendor No.: T32001027
	NV Business ID: 20081137914

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate electrical repair and maintenance.

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):

United Electric Services, Inc.
Smith Electric Company
Nelson Electric Co. Inc.
Power and Control Solutions, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Hettrick Electric, Inc. was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 14:36:30 PM
Division Approval	ctyle1	09/06/2016 14:43:54 PM
Department Approval	ctyle1	09/09/2016 16:58:52 PM
Contract Manager Approval	ctyle1	09/09/2016 16:58:54 PM
Budget Analyst Approval	laaron	09/12/2016 11:13:40 AM
BOE Agenda Approval	pnicks	09/12/2016 13:43:29 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: **18110**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: Master Service Plumbing
Agency Code: 431	Contractor Name: Master Service Plumbing
Appropriation Unit: 3650-07	Address: 325 Sunshine Lane
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: Gabrielle Totton 775-851-1444
	Vendor No.:
	NV Business ID: 19901033616

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide ongoing plumbing services on an *as needed* basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Plumbing services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate plumbing repair and maintenance.

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):

NDI Plumbing
Riley Plumbing and Heating
New Pioneer Plumbing LLC
Harel Plumbing
Butter Plumbing
Savage and Sons

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Master Service was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 12:48:38 PM
Division Approval	ctyle1	09/06/2016 14:33:51 PM
Department Approval	ctyle1	09/09/2016 17:05:22 PM
Contract Manager Approval	ctyle1	09/09/2016 17:05:24 PM
Budget Analyst Approval	laaron	09/12/2016 11:14:47 AM
BOE Agenda Approval	pnicks	09/12/2016 13:34:55 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: **18108**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: NDI PLUMBING, INC.
Agency Code: 431	Contractor Name: NDI PLUMBING, INC.
Appropriation Unit: 3650-07	Address: 39 GLEN CARRAN CIR
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5826
If "No" please explain: Not Applicable	Contact/Phone: Crystal Matthews 775/745-8791
	Vendor No.: T32001385
	NV Business ID: 20041568607

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Plumbing services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate plumbing repair and maintenance.

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):

Savage and Sons
Master Service Plumbing
Butter Plumbing
Harel Plumbing LLC
New Pioneer Plumbing LLC
Riley Plumbing and Heating

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NDI Plumbing was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	ctyle1	09/06/2016 14:17:53 PM
Division Approval	ctyle1	09/06/2016 14:17:57 PM
Department Approval	ctyle1	09/09/2016 17:04:42 PM
Contract Manager Approval	ctyle1	09/09/2016 17:04:44 PM
Budget Analyst Approval	laaron	09/12/2016 11:10:40 AM
BOE Agenda Approval	pnicks	09/12/2016 14:05:50 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: **18112**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: NELSON ELECTRIC COMPANY INC
Agency Code: 431	Contractor Name: NELSON ELECTRIC COMPANY INC
Appropriation Unit: 3650-07	Address: 1410 FREEPORT BLVD
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5942
If "No" please explain: Not Applicable	Contact/Phone: Lloyd Nelson 775/358-0643
	Vendor No.: PUR0004455
	NV Business ID: 19781008753

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate electrical repair and maintenance.

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):

United Electric Services, Inc.
Power and Control Solutions, Inc.
Smith Electric Company
Hettrick Electric Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Nelson Electric Co., Inc. was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 14:36:55 PM
Division Approval	ctyle1	09/06/2016 14:45:31 PM
Department Approval	ctyle1	09/09/2016 16:59:34 PM
Contract Manager Approval	ctyle1	09/09/2016 16:59:37 PM
Budget Analyst Approval	laaron	09/12/2016 11:17:25 AM
BOE Agenda Approval	pnicks	09/12/2016 13:19:53 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: **18115**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	POWER AND CONTROL SOLUTIONS, INC.
Agency Code:	431	Contractor Name:	POWER AND CONTROL SOLUTIONS, INC.
Appropriation Unit:	3650-07	Address:	PO BOX 19954
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89511
If "No" please explain:	Not Applicable	Contact/Phone:	Scott Hogan 775-849-7837
		Vendor No.:	T27036794A
		NV Business ID:	20071199827

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.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate electrical repair and maintenance.

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):

United Electric Services Inc.
Smith Electric
Hettrick Electric Company
Nelson Electric Company

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Power and Control Solutions Inc. was one of the vendors chosen based on the bidding 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?

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	twollan1	09/06/2016 14:45:40 PM
Division Approval	ctyle1	09/06/2016 14:51:49 PM
Department Approval	ctyle1	09/09/2016 17:00:55 PM
Contract Manager Approval	ctyle1	09/09/2016 17:00:57 PM
Budget Analyst Approval	laaron	09/12/2016 11:16:27 AM
BOE Agenda Approval	pnicks	09/12/2016 13:22:41 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: **18117**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	ROSEVILLE TERMITE & PEST CONTROL, INC.
Agency Code:	431	Contractor Name:	ROSEVILLE TERMITE & PEST CONTROL, INC.
Appropriation Unit:	3650-07	Address:	ADVANCE INTEGRATED PEST MNGNT PO BOX 1168
Is budget authority available?:	Yes	City/State/Zip:	ROSEVILLE, CA 95678-8168
If "No" please explain:	Not Applicable	Contact/Phone:	775/461-9031
		Vendor No.:	T32001814A
		NV Business ID:	20101149905

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.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Pest Services**

5. Purpose of contract:

This is a new contract to provide ongoing pest abatement services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Pest abatement services are required throughout the year as maintenance for the facilities.

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 requisite skills or equipment for 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):

CAD Pest Control Services
Statewide Pest Control
Clark Pest Control
Catseye
Pestmaster Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Advanced Integrated Pest Management was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 15:26:11 PM
Division Approval	ctyle1	09/06/2016 15:39:11 PM
Department Approval	ctyle1	09/06/2016 15:39:15 PM
Contract Manager Approval	twollan1	09/12/2016 07:59:43 AM
Budget Analyst Approval	laaron	09/12/2016 11:09:11 AM
BOE Agenda Approval	pnicks	09/12/2016 13:58:36 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 CONTRACT1. Contract Number: **18107**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	Riley Plumbing and Heating
Agency Code:	431	Contractor Name:	Riley Plumbing and Heating
Appropriation Unit:	3650-07	Address:	960 Riverview Drive
Is budget authority available?:	Yes	City/State/Zip:	Gardnerville, NV 89460
If "No" please explain:	Not Applicable	Contact/Phone:	Lawrence Riley 530-544-5199
		Vendor No.:	
		NV Business ID:	20131433067

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.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/11/2020**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide ongoing plumbing services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Plumbing services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate plumbing repair and maintenance.

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):

Harel Plumbing & Heating
Butter Plumbing
A Pro Plumbing Supply
Savage and Sons
NDI Plumbing
New Pioneer Plumbing LLC
Master Service Plumbing

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Riley Plumbing and Heating was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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 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	twollan1	09/06/2016 12:49:20 PM
Division Approval	ctyle1	09/06/2016 14:20:32 PM
Department Approval	ctyle1	09/06/2016 14:20:34 PM
Contract Manager Approval	twollan1	09/12/2016 07:59:23 AM
Budget Analyst Approval	laaron	09/12/2016 11:09:57 AM
BOE Agenda Approval	pnicks	09/12/2016 14:04:02 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: **18109**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: SAVAGE AND SON INC
Agency Code: 431	Contractor Name: SAVAGE AND SON INC
Appropriation Unit: 3650-07	Address: PO BOX 11800
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89510-1800
If "No" please explain: Not Applicable	Contact/Phone: 775/828-4193
	Vendor No.: PUR0000504A
	NV Business ID: 19341000063

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide ongoing plumbing services on an *as needed* basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Plumbing services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate plumbing repair and maintenance.

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):

Harel Plumbing LLC
Butter Plumbing
NDI Plumbing
Riley Plumbing
New Pioneer Plumbing LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Savage and Son Inc. was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 12:43:17 PM
Division Approval	ctyle1	09/06/2016 14:34:28 PM
Department Approval	ctyle1	09/06/2016 14:34:30 PM
Contract Manager Approval	twollan1	09/12/2016 07:59:35 AM
Budget Analyst Approval	laaron	09/12/2016 11:09:33 AM
BOE Agenda Approval	jthom17	09/20/2016 15:40:43 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: **18119**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	THE KAIGAN CORPORATION, DBA PESTMASTER SERVICES
Agency Code:	431	Contractor Name:	THE KAIGAN CORPORATION, DBA PESTMASTER SERVICES
Appropriation Unit:	3650-07	Address:	1125 E 4TH ST
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89512-3501
If "No" please explain:	Not Applicable	Contact/Phone:	760/873-8100
		Vendor No.:	T27029998A
		NV Business ID:	20101892240

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Pest Services**

5. Purpose of contract:

This is a new contract to provide ongoing pest abatement services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Pest abatement services are required throughout the year as maintenance for the facilities.

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 requisite skills or equipment for 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):

Advanced Integrated Pest Mngnt.
Catseye
Clark Pest Control
Statewide Pest Control
CAD Pest Control Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pestmaster Services was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 15:36:47 PM
Division Approval	ctyle1	09/06/2016 15:43:30 PM
Department Approval	ctyle1	09/09/2016 17:04:03 PM
Contract Manager Approval	ctyle1	09/09/2016 17:04:05 PM
Budget Analyst Approval	laaron	09/12/2016 11:11:10 AM
BOE Agenda Approval	pnicks	09/12/2016 14:08:02 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: **18113**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: UNITED ELECTRICAL SERVICES, INC.
Agency Code: 431	Contractor Name: UNITED ELECTRICAL SERVICES, INC.
Appropriation Unit: 3650-07	Address: 2231 MERIDIAN BLVD STE 5
Is budget authority available?: Yes	City/State/Zip: MINDEN, NV 89423
If "No" please explain: Not Applicable	Contact/Phone: Robert Faiss 775/782-4303
	Vendor No.: T81028588A
	NV Business ID: 19851010580

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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: 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide ongoing electrical maintenance services on an "as needed" basis at Nevada Air and Army Guard locations statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate electrical repair and maintenance.

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):

Nelson Electric Company
Hetrick Electric Inc.
Power and Control Solutions, Inc.
Smith Electric

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

United Electric Services, Inc. was one of the vendors chosen based on the bidding process.

d. Last bid date: 07/22/2016 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	twollan1	09/06/2016 14:41:32 PM
Division Approval	ctyle1	09/06/2016 14:48:00 PM
Department Approval	ctyle1	09/09/2016 17:00:14 PM
Contract Manager Approval	ctyle1	09/09/2016 17:00:17 PM
Budget Analyst Approval	laaron	09/12/2016 11:19:58 AM
BOE Agenda Approval	pnicks	09/12/2016 13:14:16 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: **17575**

Agency Name: DPS-EMERGENCY MANAGEMENT	Legal Entity Name: KVH INDUSTRIES, INC.
Agency Code: 654	Contractor Name: KVH INDUSTRIES, INC.
Appropriation Unit: 3673-04	Address: 50 ENTERPRISE CTR
Is budget authority available?: Yes	City/State/Zip: MIDDLETOWN, RI 02842-5268
If "No" please explain: Not Applicable	Contact/Phone: Bill Houtz 401/845-8184
	Vendor No.: T29019309
	NV Business ID: NV20101465531
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.

<input checked="" type="checkbox"/> General Funds	20.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	80.00 %	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 **10/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **Yes**

If "Yes", please explain

The services that KVH Industries provides DEM are critical for emergency management by providing the ability to bridge gaps in communication during an emergency incident. The vendor will not interrupt services pending the new contract. The delay is due to new concerns from the vendor. KVH has had turn over in staff and have implemented new procedures for review and approval of contracts. There are no alternatives as the satellite service and equipment are proprietary to KVH.

3. Termination Date: **09/30/2018**
Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
Contract description: **Satellite Service**

5. Purpose of contract:
This is a new contract which provides ongoing, on-demand satellite communication service, telephone & fax service and broadcast television reception for three emergency communication vehicles.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$110,000.00**
Payment for services will be made at the rate of \$747.00 per month
Other basis for payment: Monthly rate covers base services. Maximum amount includes provision for satellite, telephone, fax usage during deployment, not to exceed \$100,000.00.

II. JUSTIFICATION

7. What conditions require that this work be done?
The Division of Emergency Management and Homeland Security has three (3) emergency communication vehicles that use satellite communication service and data transmission capability to act as information centers and provide crossband repeater communications for use in disasters or emergencies. The three (3) communications vehicles must have the ability to send and receive all forms of wireless data transfer (video, voice and text) on a 24/7 basis to accommodate any emergency or approved call out for service.

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 specialized equipment or technical abilities to provide satellite communication 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: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 160310
Approval Date: 03/29/2016

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:

This vendor has provided satisfactory services for the Division of Emergency Management and Homeland Security continuously since 2008.

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	jlun1	09/02/2016 16:38:15 PM
Division Approval	jdibasil	09/06/2016 09:10:40 AM
Department Approval	mcar2	09/06/2016 09:21:41 AM
Contract Manager Approval	mcar2	09/09/2016 09:55:45 AM
Budget Analyst Approval	dstoddar	09/14/2016 16:56:51 PM
BOE Agenda Approval	pnicks	09/14/2016 16:59:16 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor




James M. Wright
Director

Caleb S. Cage
Chief

**Nevada Division of Emergency Management
Homeland Security**
2478 Fairview Drive
Carson City, Nevada 89701
Telephone: (775) 687-0300 • Fax: (775) 687-0322 • <https://dem.nv.gov>

MEMORANDUM

To: State of Nevada, Board of Examiners

From: Caleb S. Cage, Chief 

Date: September 1, 2016

Subject: Request for retroactive contract between the Department of Public Safety, Division of Emergency Management (DEM) and KVH Industries.

The services that KVH Industries provides DEM are critical for emergency management by providing the ability to bridge gaps in communication during an emergency incident. The vendor has informed DEM that services will not be interrupted while the new contract is pending approval.

The delay in securing the new contract that would have taken effect on October 1, 2016 is due to new concerns from the vendor. KVH has had turn over in staff and have implemented new procedures for review and approval of contracts. This created the need to renegotiate areas of the State of Nevada's standard contract language and the KVH End User Licensing Agreement language.

It is DEM's intention to continue with this vendor. The satellite communication service and equipment provided by KVH Industries is proprietary.

Going forward, DEM will review procedures to ensure contracts are prepared sufficiently in advance of the BOE submittal deadlines to allow for any unexpected changes to be addressed and approved by all parties.



Purchasing Use Only:	
Approval#:	160310

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
	State Agency:	<i>DPS Division of Emergency Management Homeland Security</i>		
		<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
		<i>Judith Lyman, Management Analyst I</i>	<i>775-687-0324</i>	<i>jlyman@dps.state.nv.us</i>
		<i>Eric Wilson, ASO I</i>	<i>775-687-0316</i>	<i>erwilson@dps.state.nv.us</i>
	<i>Melissa Carr, DPS Contract Manager</i>	<i>775-684-4593</i>	<i>mcarr@dps.state.nv.us</i>	

Vendor Information:		
1b	Identify Vendor:	<i>KVH Industries, Inc</i>
	Contact Name:	<i>Bill Houtz</i>
	Address:	<i>50 Enterprise Center, Middletown, RI 02842</i>
	Telephone Number:	<i>401-845-8184</i>
	Email Address:	<i>bhoutz@KVH.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	<input type="checkbox"/>

Contract Information:			
1d	Is this a new Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Amendment:	#	
	CETS:	#17575	

1e	Term: 2 years			
	One (1) Time Purchase:	<i>No</i>		
	Contract:	Start Date:	<i>10/1/2016</i>	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	<i>100%</i>
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>\$118,000.00</i>

	Provide a description of work/services to be performed or commodity/good to be purchased:
2	<i>To provide satellite communication service for three GMC Yukon XL's that are outfitted and utilized as mobile information centers for use in disasters or large scale emergencies. KVH Industries is to provide monthly satellite airtime service (to include telephone service, caller I.D., call waiting, hold, speed dial, fax, 3-way calling charges and redial) for three vehicles. Transmittal of data will be allocated at 250 Megabytes per vehicle, per month, for the duration of the contract with the following exception: Should the need occur to increase data transmittal rates beyond the allocation, due to emergency situations, KVH industries will only bill DEM for the period (days) through the end of billing cycle necessary to accommodate the incident.</i>

	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
3	<i>The services are proprietary in nature and cannot be obtained from a separate vendor. The vehicles approved and purchased were built out as Wolfcoach MC2 vehicles. They are specialized "Communications On The Move" satellite communications platforms installed inside GMC Yukon XLs. The satellite transceiver (uplink and downlink) is manufactured by a company called KVH Industries. This device is called a KVH TracPhone V7. There is one KVH TracPhone V7 mounted on top of each Mobile Joint Information Center (JIC) Vehicle (also known as Satellite Communication Vehicles). KVH's TracPhone V7 uses proprietary satellite airtime on satellite transponders owned by their company. The only vendor for KVH TracPhone V7 air time is KVH.</i>

	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
4	<i>The services are proprietary in nature and cannot be obtained from a separate vendor. The airtime/airwaves for the equipment are only transmitted by the vendor of the equipment. The vehicles purchased for mobile information centers for which satellite services are being requested through this sole source, will be strategically placed and located in rural areas of Nevada thus necessitating the communication services requested.</i>

	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
5	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>The services are proprietary in nature and cannot be obtained from a separate vendor. The airtime/airwaves for the equipment are only transmitted/received by the vendor of the equipment.</i>				

	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 ALL previous waivers MUST accompany this request.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
6	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 #)
12/02/08	01/31/09	\$6,350.00	provide satellite communication service	CETS #CONV5973 Waiver #081117
02/01/09	09/30/10	\$63,500.00	provide satellite communication service	CETS #CONV 6018 Waiver #081117A
01/13/09	09/30/10	\$117,992.00	provide satellite communication service	CETS #CONV 6018 Waiver #081117A
01/13/09	11/30/11	\$127,074.00	provide satellite communication service	CETS #CONV 6018 Waiver #081117B
12/01/11	12/16/11	\$1,969.44	provide satellite communication service	CETS #12914 Waiver #111206
12/01/11	02/19/12	\$9,983.04	provide satellite communication service	CETS #12914 Waiver #111206
03/13/12	06/30/12	\$23,136.90	provide satellite communication service	CETS #13093 Waiver #120203
07/01/12	06/30/14	\$9,528.00	provide satellite communication service	CETS #13609 Waiver #120610
07/01/12	06/30/14	\$73,912.07	provide satellite communication service	CETS #13609 Waiver #120610A
07/01/12	06/30/15	\$105,399.00	provide satellite communication service	CETS #13609 Waiver #120610A
07/01/15	09/30/16	\$155,399.00	provide satellite communication service	CETS #13609 Waiver #120610C
10/1/16	09/30/18	\$118,000.00	Provide satellite communications service	CETS # 17575 Waiver # TBD

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The ability to properly protect the public could be jeopardized without proper communication. Potential consequences include liability in the event of the loss of life, property, environment or personal injury.</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>Market research was limited due to the proprietary nature of the services. Prior to purchasing the satellite communications platforms, several vendors were contacted. KVH Industries, Inc. had the best package and has even offered a substantial discount.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<i>We will need to continue contracting with this vendor for as long as we operate these satellite vehicles. The services are proprietary in nature and cannot be obtained from a separate vendor. The airtime/airwaves for the equipment are only transmitted by the vendor of the equipment.</i>				

me

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.

Judith A. Lyman
Agency Representative Initiating Request

Judith A. Lyman, MAI
Print Name of Agency Representative Initiating Request 3/18/16
Date

Caleb S. Cage
Signature of Agency Head Authorizing Request

Caleb S. Cage, Chief Division of Emergency Management Homeland Security
Print Name of Agency Head Authorizing Request 3/18/2016
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:

N/A

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 3-29-2016
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18121**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: QUICKSILVER AIR, INC.
Agency Code: 702	Contractor Name: QUICKSILVER AIR, INC.
Appropriation Unit: 4464-14	Address: 2721 CORMORANT ST
Is budget authority available?: Yes	City/State/Zip: FAIRBANKS, AK 99709-2565
If "No" please explain: Not Applicable	Contact/Phone: 907/457-1941
	Vendor No.: T27015472
	NV Business ID: Pending
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 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Heritage, Wildlife Trust Fund

Agency Reference #: 17-19

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **272 days**4. Type of contract: **Contract**Contract description: **Aerial Capture**

5. Purpose of contract:

This is a new contract which provides aerial wildlife capture and transport services for disease surveillance, deployment of tracking devices, translocation of big game and to support research projects statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To more effectively manage our big game herds by better understanding herd distribution, seasonal movements, migration corridors, survival rates, pathogen exposure, and critical use areas. Big game captures are also conducted to collaborate on research projects with academia and universities to support graduate research and assist in collecting scientifically credible information for future use in conservation of critical big game habitat.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is Department policy to use private vendors due to extreme safety issues related to big game netgun captures from a helicopter. We do have NDOW pilots and biologists conducting aerial big game surveys, but this contract would further assist in conducting more timely surveys to augment the existing NDOW aircraft when they are unavailable or when NDOW aircraft are already conducting surveys and there are additional survey needs not being met.

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):

Leading Edge
Quicksilver Air
Native Range Capture Services
Kiwi Air
Heliwild

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3272, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed committee.

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 worked 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:
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	09/07/2016 12:06:44 PM
Division Approval	Igleason	09/07/2016 12:53:06 PM
Department Approval	eobrien	09/08/2016 09:45:14 AM
Contract Manager Approval	dwendell	09/08/2016 09:45:38 AM
Budget Analyst Approval	laaron	09/13/2016 08:28:09 AM
BOE Agenda Approval	cmurph3	09/13/2016 11:35:41 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: **16257** Amendment Number: **1**

Agency Name: **DEPARTMENT OF TRANSPORTATION** Legal Entity Name: **NEVADA HIGHWAY PATROL**

Agency Code: **800** Contractor Name: **NEVADA HIGHWAY PATROL**

Appropriation Unit: **4660-04** Address: **CHNG FUND %PRISCILLA COLEGROVE**

Is budget authority available?: **Yes** City/State/Zip: **555 WRIGHT WAY CARSON CITY, NV 89711**

If "No" please explain: **Not Applicable** Contact/Phone: **Jennifer Bauer 775/684-4898**

Vendor No.: **D65000000**

NV Business ID: **EXEMPT**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

Agency Reference #: **P474-14-050**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2015**

Anticipated BOE meeting date **09/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2018**

Contract term: **3 years and 260 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Traffic Control**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement to continue to provide access to Department of Public Safety officers to perform uniformed officer traffic control as needed. This amendment increases the maximum amount from \$150,000 to \$300,000 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:	\$150,000.00	\$150,000.00	\$150,000.00	Yes - Action
2. Amount of current amendment (#1):	\$150,000.00	\$150,000.00	\$150,000.00	Yes - Action
3. New maximum contract amount:	\$300,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

During various roadway projects the need for uniformed officers to assist with traffic control is necessary to ensure the public, as well as contractors and State employees, are safe.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Department of Public Safety is handling 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

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	lkoury	09/01/2016 13:06:03 PM
Division Approval	lkoury	09/01/2016 13:06:06 PM
Department Approval	lkoury	09/01/2016 13:06:08 PM
Contract Manager Approval	lkoury	09/01/2016 13:06:11 PM
Budget Analyst Approval	pnicks	09/01/2016 13:08:43 PM
BOE Agenda Approval	pnicks	09/01/2016 13:08:52 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: **14909** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **MORRIS, POLICH & PURDY**

Agency Code: **BDC** Contractor Name: **MORRIS, POLICH & PURDY**

Appropriation Unit: **B007 - All Categories** Address: **3800 Howard Hughes Pkwy Suite #500**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89169**

If "No" please explain: **Not Applicable** Contact/Phone: **JOHN HUNT 702-862-8300**

Vendor No.: **T29030177**

NV Business ID: **NV19961000223**

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Licensing Fees

Agency Reference #: 2013-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **3 years and 266 days**

4. Type of contract: **Provider Agreement**

Contract description: **Legal Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides legal counsel to the Board. The purpose of this amendment is to increase the contract amount from \$700,000 to \$1,200,000.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$700,000.00	\$700,000.00	\$700,000.00	Yes - Action
2. Amount of current amendment (#1):	\$500,000.00	\$500,000.00	\$500,000.00	Yes - Action
3. New maximum contract amount:	\$1,200,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Board of Dental Examiners routinely and regularly requires a variety of legal services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board has no legal counsel on staff, and the legal services required by the Board exceed the legal services that are offered by the Attorney General's Office.

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:

State Board of Dental Examiners

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	55443282	08/04/2016 11:00:25 AM
Division Approval	55443282	08/04/2016 11:00:28 AM
Department Approval	55443282	08/04/2016 11:00:32 AM
Contract Manager Approval	55443282	08/04/2016 11:00:35 AM
Budget Analyst Approval	cschon1	08/10/2016 10:14:42 AM
BOE Agenda Approval	lfree1	08/17/2016 11:34:19 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: **15377** Amendment Number: **2**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **The Ferraro Group**

Agency Code: **BDC** Contractor Name: **The Ferraro Group**

Appropriation Unit: **B011 - All Categories** Address: **165 W. Liberty Street Ste 210**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89501**

If "No" please explain: **Not Applicable** Contact/Phone: **775-331-4555**

Vendor No.:
NV Business ID: **NV20041598724**

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

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 % Agency Fees
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 **05/01/2014**

Anticipated BOE meeting date: **10/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**

Contract term: **4 years and 153 days**

4. Type of contract: **Contract**

Contract description: **Legal**

5. Purpose of contract:

This is the second amendment to the original contract, which continues ongoing legal services and representation during all meetings, hearings, community involvement campaigns and social media outreach. This amendment extends the termination date from September 30, 2016 to September 30, 2018 and increases the maximum amount from \$229,000 to \$517,000 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:	\$120,000.00	\$120,000.00	\$120,000.00	Yes - Action
a. Amendment 1:	\$109,000.00	\$109,000.00	\$109,000.00	Yes - Action
2. Amount of current amendment (#2):	\$288,000.00	\$288,000.00	\$288,000.00	Yes - Action
3. New maximum contract amount:	\$517,000.00			
and/or the termination date of the original contract has changed to:	09/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

To ensure the Board's interests are adequately represented and addressed in a consistent manner.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Board staff does not possess the required legal, regulatory and legislative experience required to perform the 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):

Gresh Group Inc.; Ferraro Group; Carano, Wilson

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Experience and knowledge of subject matter, experience with the Board and Board's requirements.

d. Last bid date: 09/01/2012 Anticipated re-bid date: 09/01/2018

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:

Governor's Office of Economic Development

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 LTD

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	dlumbert	09/01/2016 10:31:36 AM
Division Approval	dlumbert	09/01/2016 10:31:44 AM
Department Approval	dlumbert	09/01/2016 10:31:47 AM
Contract Manager Approval	dlumbert	09/01/2016 10:31:51 AM
Budget Analyst Approval	laaron	09/12/2016 14:35:54 PM
BOE Agenda Approval	lfree1	09/12/2016 15:51:08 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18085**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Assured Document Destruction
Agency Code: MSA	Contractor Name: Assured Document Destruction
Appropriation Unit: 9999 - All Categories	Address: 8050 S Arville Street, Ste 105
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89139
If "No" please explain: Not Applicable	Contact/Phone: Alex Cordier 702-614-0001
	Vendor No.: T81096369
	NV Business ID: NV20001415539

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 %	X Other funding	100.00 % Various

Agency Reference #: RFP 3040 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2020**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Document Destruction**

5. Purpose of contract:

This is a new contract that continues ongoing document destruction services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

Approximately 440,000 lbs. of confidential information is destroyed each year by individual State agencies. Contract provides a cost effective way for agencies to destroy the information and meets the requirements for HIPPA confidential documents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Library and Archives has a means of destruction, but does not have the staff and therefore requires agencies to send their staff to use the equipment for shredding. In addition, the majority of the volume is in Southern Nevada and is not cost effective to transport documents to Northern Nevada, accompanied by an employee that must man the destruction.

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):

Stay Safe Shred
Puliz
American Document Destruction

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Upon thorough review and evaluation of proposals from pre-selected weights and criteria, this vendor was the highest scored for a statewide solution by the evaluation committee.

d. Last bid date: 05/11/2016 Anticipated re-bid date: 05/11/2020

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	ldeloach	08/26/2016 12:00:45 PM
Division Approval	ldeloach	08/26/2016 12:00:48 PM
Department Approval	ldeloach	08/26/2016 12:00:51 PM
Contract Manager Approval	tsmit2	08/26/2016 13:04:37 PM
Budget Analyst Approval	cschon1	08/31/2016 10:30:03 AM
BOE Agenda Approval	lfree1	09/06/2016 16:48:47 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: **18084**

Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: Summit Partners LLC
Agency Code: 060	Contractor Name: Summit Partners LLC
Appropriation Unit: 1130-26	Address: 3070 E. Post Road Ste 100
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89120
If "No" please explain: Not Applicable	Contact/Phone: John Georges 702-988-4290
	Vendor No.: PUR0005050
	NV Business ID: NV20081139438
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.

X General Funds	100.00 %	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 **09/16/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **287 days**

4. Type of contract: **Contract**

Contract description: **Install HPE 3PAR**

5. Purpose of contract:

This is a new contract to provide consulting, installation and configuration services for the primary SCO Data Center in Carson City and the SCO Disaster Recovery services in Las Vegas. The HPE SAN will provide data storage support for the Controller's Reporting Solution (CRS), which is being developed to replace the now unsupported Oracle Discoverer application. The CRS will provide pre-defined and ad hoc financial reporting capabilities to all State agencies who require these services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,773.00**

Payment for services will be made at the rate of \$22,773.00 per Contract Period

II. JUSTIFICATION

7. What conditions require that this work be done?

The existing Oracle Discoverer financial reporting application is no longer supported by Oracle. The Controller's Office is creating a replacement reporting solution using the OpenText iHub server and BIRT Reporting Solution. The HPE 3PAR SAN will provide the data storage requirements for the CRS.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The HPE 3PAR SAN is a highly complex enterprise class server and flash storage sub-system, with advanced storage and retrieval algorithms, high data resiliency, and highly scalable architecture. State IT employees typically do not have the unique factory-provided training to install this type of SAN with the unique configuration requirements required for optimal operation.

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):

Sunbird Enterprises (ComputerLand Reno)
Advanced Data Systems
Summit Partners LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Summit Partners LLC indicated that they have the training and experience to perform the installation and configuration, and provided the lowest cost quotation. The only other qualified vendor who provided a quote was priced significantly higher for the same services. Other vendors contacted indicated that they did not have the knowledge or experience to perform these services.

d. Last bid date: 08/05/2016 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?

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	jsmack	08/24/2016 13:07:20 PM
Division Approval	jsmack	08/24/2016 13:07:23 PM
Department Approval	jsmack	08/24/2016 13:07:26 PM
Contract Manager Approval	hbill1	08/24/2016 13:31:15 PM
DoIT Approval	bbohm	08/29/2016 06:43:00 AM
Budget Analyst Approval	dstoddar	09/13/2016 15:27:21 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: **18073**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: BELFOR PROPERTY RESTORATION
Agency Code: 082	Contractor Name: BELFOR PROPERTY RESTORATION
Appropriation Unit: 1349-12	Address: 50 ARTISAN MEANS WAY SUITE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Brian Foote 775-424-3200
	Vendor No.: T27021862
	NV Business ID: NV20011434273

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 %	Buildings and Grounds Rental Income Fees
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 **09/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/01/2020**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Emergency Restoratio**

5. Purpose of contract:

This is a new contract which provides ongoing emergency restoration/reconstruction services for disaster recovery and post damage cleanup for state owned buildings in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Payment specifications are outlined in Contractor's Response, Attachment AA.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State needs to have a resource such as this to ensure the rapid restoration of vital State resources, facilities and services critical to the continuation of agency operations following a natural or man-made disaster.

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 staff or specialized equipment to perform disaster recovery 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):

BELFOR PROPERTY RESTORATION

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple contracts for emergency disaster recovery services.

d. Last bid date: 07/01/2016 Anticipated re-bid date: 07/01/2020

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	csweeney	08/31/2016 13:08:18 PM
Division Approval	csweeney	08/31/2016 13:08:23 PM
Department Approval	csweeney	08/31/2016 13:08:26 PM
Contract Manager Approval	ssands	08/31/2016 13:10:46 PM
Budget Analyst Approval	jrodrig9	09/01/2016 15:38:36 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: **17150** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **PK Electrical, Inc.**

Agency Code: **082** Contractor Name: **PK Electrical, Inc.**

Appropriation Unit: **1535-20** Address: **681 SIERRA ROSE DR STE B**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511**

If "No" please explain: **Not Applicable** Contact/Phone: **775/826-9010**

To what State Fiscal Year(s) will the contract be charged? **2016-2019** Vendor No.: **T81016802**

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. NV Business ID: **NV19961128650**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **109733**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date **11/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 232 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 an emergency power service upgrade at the Northern Nevada Adult Mental Health Service Campus 2015 CIP project: CIP Project No. 15-M17; SPWD Contract No. 109733. This amendment increases the maximum amount from \$68,000 to \$72,180 for the addition of a man door and stoop to meet building code requirements.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$68,000.00	\$68,000.00	\$68,000.00	Yes - Action
2. Amount of current amendment (#1):	\$4,180.00	\$72,180.00	\$4,180.00	Yes - Info
3. New maximum contract amount:	\$72,180.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 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?

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	09/19/2016 15:15:35 PM
Division Approval	dgrimm	09/19/2016 15:15:38 PM
Department Approval	dgrimm	09/19/2016 15:15:41 PM
Contract Manager Approval	dgrimm	09/19/2016 16:04:32 PM
Budget Analyst Approval	laaron	09/20/2016 09:50:55 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: **18098**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: FRAME ARCHITECTURE, INC.
Agency Code: 082	Contractor Name: FRAME ARCHITECTURE, INC.
Appropriation Unit: 1585-40	Address: 4090 S. MCCARRAN BLVD. UNIT E
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: 775-827-9977
	Vendor No.: T29014981
	NV Business ID: NV20031302154

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 %	X Bonds	79.00 %
Highway Funds	0.00 %	X Other funding	21.00 % Transfer from Capital Projects Fund

Agency Reference #: 110579

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/06/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 297 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 gutter repairs at the Nevada State Library: CIP Project No. 15-S01-10; SPWD Contract No. 110579.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 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	09/01/2016 15:01:06 PM
Division Approval	dgrimm	09/01/2016 15:01:09 PM
Department Approval	dgrimm	09/01/2016 15:01:12 PM
Contract Manager Approval	dgrimm	09/01/2016 16:11:53 PM
Budget Analyst Approval	jrodrig9	09/06/2016 08:51:52 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: **17190** Amendment Number: **2**
 Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **NOR CAL BATTERY CO**
 Agency Code: **180** Contractor Name: **NOR CAL BATTERY CO**
 Appropriation Unit: **1388-08** Address: **3432 D CHEROKEE RD**
 Is budget authority available?: **Yes** City/State/Zip: **STOCKTON, CA 95205-2439**
 If "No" please explain: Not Applicable Contact/Phone: **Randall McRoberts 209/948-1411**
 Vendor No.: **T29025040**
 NV Business ID: **NV20151633606**

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 %	X	Fees	100.00 % User Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP #3204**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2015**
 Anticipated BOE meeting date **10/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2020**
 Contract term: **4 years and 205 days**

4. Type of contract: **Contract**
 Contract description: **Battery Replacement**

5. Purpose of contract:
This is the second amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment adds one additional battery replacement site and increases the maximum amount from \$995,029 to \$1,037,568 due to the continued need of these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$857,599.00	\$857,599.00	\$857,599.00	Yes - Action
a. Amendment 1:	\$137,430.00	\$137,430.00	\$137,430.00	Yes - Action
2. Amount of current amendment (#2):	\$42,539.00	\$42,539.00	\$42,539.00	Yes - Info
3. New maximum contract amount:	\$1,037,568.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
Battery plants that power public safety communication equipment are at end-of-life and require replacement.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State agencies and employees do not have the staffing or expertise to perform these 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?

Pursuant to RFP #3204 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: 08/24/2015 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: 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	08/30/2016 10:55:15 AM
Division Approval	csweeney	08/30/2016 10:55:19 AM
Department Approval	csweeney	08/30/2016 10:55:22 AM
Contract Manager Approval	amarangi	08/30/2016 11:04:44 AM
Budget Analyst Approval	cmurph3	08/31/2016 10:36:49 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: **16573** Amendment Number: **1**

Agency Name: **OFFICE OF VETERANS SERVICES** Legal Entity Name: **Legacy Health & Wellness, LLC**

Agency Code: **240** Contractor Name: **Legacy Health & Wellness, LLC**

Appropriation Unit: **2561-04** Address: **911 N. Buffalo Dr. Suite 213**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89128**

If "No" please explain: **Not Applicable** Contact/Phone: **Rande Paige - Director 702-942-1774**

Vendor No.: **T27032348**

NV Business ID: **NV20121511137**

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 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2015**

Anticipated BOE meeting date **09/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2017**

Contract term: **3 years and 350 days**

4. Type of contract: **Contract**

Contract description: **Psychological Serv.**

5. Purpose of contract:

This is the first amendment to a contract to provide ongoing behavioral intervention service to residents of the Nevada State Veterans Home. Legacy Health Services provides mental and behavioral health services covered under Medicaid to residents needing this service. This amendment extends the contract Term and overall Contract amount to meet the continuing need for the use of these services and also includes an updated Insurance Schedule.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
2. Amount of current amendment (#1):	\$15,000.00	\$15,000.00	\$25,000.00	Yes - Info
3. New maximum contract amount:	\$25,000.00			
and/or the termination date of the original contract has changed to:	03/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Residents of NSVH require help with mental problems, as well as counseling services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are not State employees available to 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: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Experience with long-term care facilities. Can work under Medicaid payment guidelines. No other contacted professionals could provide the needed services.

d. Last bid date: 03/01/2015 Anticipated re-bid date: 03/01/2019

- 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:

Contractor is currently performing services identified for the Nevada State Veterans Home and is performing them 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	agarland	09/08/2016 08:46:05 AM
Division Approval	agarland	09/08/2016 08:46:07 AM
Department Approval	agarland	09/08/2016 08:46:10 AM
Contract Manager Approval	jtheil1	09/08/2016 08:48:53 AM
Budget Analyst Approval	dstoddar	09/13/2016 10:52:59 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: **17585**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: Board of Regents-UNR
Agency Code: 300	Contractor Name: Board of Regents-UNR
Appropriation Unit: 2709-19	Address: UNR Controllers Office Mail Stop 0124
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89557-0124
If "No" please explain: Not Applicable	Contact/Phone: 775-327-2210
	Vendor No.: D35000816
	NV Business ID: NA

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 %
X Federal Funds	100.00 %	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 **10/11/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2017**

Contract term: **112 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **TACSEI Pyramid Model**

5. Purpose of contract:

This is a new interlocal agreement to support the work of the Nevada Technical Assistance Center on Social Emotional Interventions (TACSEI) program which supports parents and teachers working with young children with mental health concerns through use of the Pyramid Model.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: upon receipt of detailed invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Mental health concerns remain an area of high concern within Nevada as well as the country at large. The TACSEI program is a national model of building a comprehensive early childhood professional development system to create a workforce prepared to support children's social emotional competence. The Pyramid Model can help families support their children's social emotional development at home during daily routines and family activities. The Pyramid Model is also a framework for supporting and promoting social emotional competence for infants, toddlers and preschoolers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This professional development system requires a cadre of dedicated trainers and coaches skilled in training and coaching parents and early childhood educators in the Pyramid Model practices. The trainers and coaches are trainers who have extensive ECE and ECE Special Education experience, years of experience with children's mental health, social emotional development, and/or developmental delays.

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?

In accordance with NRS 277.180 which authorizes the Department of Education to contract with the Board of Regents - UNR.

The indirect rate is 8.0%.

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 Education - 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	amccalla	03/17/2016 12:37:37 PM
Division Approval	amccalla	03/17/2016 12:37:39 PM
Department Approval	amccalla	03/17/2016 12:37:43 PM
Contract Manager Approval	ablackwe	09/02/2016 08:42:59 AM
Budget Analyst Approval	laaron	09/13/2016 10:15:23 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: 17016	Amendment Number: 1
Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: ROSEMAN MEDICAL RESEARCH INSTITUTE
Agency Code: 402	Contractor Name: ROSEMAN MEDICAL RESEARCH INSTITUTE
Appropriation Unit: 3279-04	Address: 10530 DISCOVERY DRIVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89135-3050
If "No" please explain: Not Applicable	Contact/Phone: KAREN CROUCH 702-802-2832
	Vendor No.: T27040242
	NV Business ID: NV20161128613

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	50.20 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	49.80 %	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 **10/13/2015**

Anticipated BOE meeting date 11/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2017**

Termination Date:

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Medical Director**

5. Purpose of contract:

This is the first amendment to the original contract which continues Medical Director Services at Desert Regional Center. This amendment handles the Assignment of Contract to Roseman Medical Research Institute (Assignee) from TJ Hunt Med Services, PLLC. (Assignor). This amendment increases the maximum amount from \$96,060.00 to \$106,854.00 due to increased rates.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$96,060.00	\$96,060.00	\$96,060.00	Yes - Action
2. Amount of current amendment (#1):	\$10,794.00	\$10,794.00	\$10,794.00	Yes - Info
3. New maximum contract amount:	\$106,854.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 4, Part 483.40 Physician Services: A physician must personally approve in writing a recommendation that an individual be admitted to a facility. Each resident must remain under the care of a physician.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Desert Regional Center does not have a physician 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: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 150802
Approval Date: 08/17/2015

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?

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?

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:

2005-2015 - Desert Regional Center contracted with the University of Nevada School of Medicine for Medical Director services. Dr. Thomas J. Hunt fulfilled those services. The quality of service provided 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:
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	dbowma1	09/13/2016 13:00:38 PM
Division Approval	dbowma1	09/13/2016 13:00:45 PM
Department Approval	ecreceli	09/14/2016 14:09:25 PM
Contract Manager Approval	dhanse6	09/15/2016 13:20:31 PM
Budget Analyst Approval	laaron	09/15/2016 13:24:03 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: **18050**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Eide Bailly, LLP
Agency Code:	406	Contractor Name:	Eide Bailly, LLP
Appropriation Unit:	3170-28	Address:	5441 Kietzke Ln, Ste 150
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89511
If "No" please explain:	Not Applicable	Contact/Phone:	775-689-9100
		Vendor No.:	T29026023
		NV Business ID:	NV20001000409
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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	C 15637		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/24/2016**
Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **129 days**

4. Type of contract: **Contract**

Contract description: **Audit Training**

5. Purpose of contract:

This is a new contract to provide a training course to enhance employee knowledge and understanding of sub-recipient monitoring. The vendor will provide two separate sub-recipient monitoring trainings at the Carson City office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies are required to perform sub recipient monitoring/auditing for federal fund awards.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DPBH staff do not have the expertise to develop and conduct training that is focused on the lifecycle and methodologies of conducting audits and monitoring fiscal and programmatic compliance.

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 was chosen because of their past work experience and expertise in conducting the State of Nevada Annual Single Audits.

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:

This vendor performs the State of Nevada single audit for the federal government - 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	rmorse	08/09/2016 14:55:45 PM
Division Approval	rmorse	08/09/2016 14:55:47 PM
Department Approval	ecreceli	08/17/2016 08:16:04 AM
Contract Manager Approval	rmorse	08/19/2016 14:36:01 PM
Budget Analyst Approval	nhovden	08/24/2016 12:40:13 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: **18071**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	University of Pittsburgh
Agency Code:	406	Contractor Name:	University of Pittsburgh
Appropriation Unit:	3218-22	Address:	The Offices at Baum, 4th Floor 5607 Baum Boulevard
Is budget authority available?:	Yes	City/State/Zip:	Pittsburgh, PA 15206-3701
If "No" please explain:	Not Applicable	Contact/Phone:	Cleat Szczepaniak 412-648-9213
		Vendor No.:	T29009120
		NV Business ID:	Governmental Entity

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 15562

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 10/2016

Retroactive? **Yes**

If "Yes", please explain

This is an ongoing contract that provides access to the only surveillance system for data collection and analysis of over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bio-terrorism, and as such its ongoing utilization is necessary to state public health. This year, the interlocal contract was extended for a two year time period. This extension caused some delays with the vendor in receiving a quote for the second year of the contract.

3. Termination Date: **06/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health Surveillance**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing monitoring to access and analyze real-time data on over-the-counter drug sales for public health surveillance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,739.66**

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Epidemiologist and Health Officer need to be able to monitor collected data on over-the-counter drug sales on a real-time basis to determine their possible effects on Nevada. This will enable them to identify disease outbreaks, as either naturally occurring or as a result of bioterrorism.

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 maintain a real-time database with the required information.

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 is the only inter-governmental entity providing this service nationally.

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 provided services to the division for many years - 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	rmorse	08/30/2016 13:02:05 PM
Division Approval	rmorse	08/30/2016 13:02:07 PM
Department Approval	ecrecoli	09/01/2016 10:39:08 AM
Contract Manager Approval	dohl0	09/09/2016 07:20:37 AM
Budget Analyst Approval	laaron	09/12/2016 14:07:19 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: **18094**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: University of Utah
Agency Code: 406	Contractor Name: University of Utah
Appropriation Unit: 3222-15	Address: DBA Department of Pediatrics 295 Chipeta Way
Is budget authority available?: Yes	City/State/Zip: Salt Lake City, UT 89108
If "No" please explain: Not Applicable	Contact/Phone: Jason Fox 801-587-1621
	Vendor No.: T29000319
	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.

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 #: C 14920

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 10/2016

Retroactive? **Yes**

If "Yes", please explain

This contract was delayed due to unexpected issues with the planned data sharing between the Contractor and Nevada 2-1-1 immediately before we were ready to execute the contract and begin work. Some work erroneously began while the additional issues were being addressed.

3. Termination Date: **05/23/2017**

Contract term: **1 year**

4. Type of contract: **Interlocal Agreement**

Contract description: **Web Portal**

5. Purpose of contract:

This is a new interlocal agreement to provide information, resources and local referrals to families, service providers or care coordinators serving Children and Youth with Special Healthcare Needs (CYSHCN). It supports parents and clinicians in partnering to improve care and outcomes for children and youth. The Portal, based in Utah, currently allows users to choose to see information about local services in any of UUDPs partner states; Utah, Idaho, New Mexico, and Montana.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada needs to care for children born with metabolic health issues.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The portal is maintained by the vendor in Utah.

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 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking. This contract is a very cost-effective way to provide specialized web content for the Nevada CYSHCN community without building a new 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?

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 conducted business with the state multiple times - 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	08/31/2016 15:51:27 PM
Division Approval	chadwic1	08/31/2016 15:51:29 PM
Department Approval	ecreceli	09/08/2016 10:31:09 AM
Contract Manager Approval	dohl0	09/09/2016 10:32:36 AM
Budget Analyst Approval	laaron	09/12/2016 14:10:42 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: **13703** Amendment Number: **3**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **ZIRMED INC**

Agency Code: **406** Contractor Name: **ZIRMED INC**

Appropriation Unit: **3224-04** Address: **888 W MARKET ST STE 400**

Is budget authority available?: **Yes** City/State/Zip: **LOUISVILLE, KY 40202-4042**

If "No" please explain: **Not Applicable** Contact/Phone: **502/779-4370**

To what State Fiscal Year(s) will the contract be charged? **2013-2017** Vendor No.: **T29016276**

NV Business ID: **NV20101524863**

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 #: **HD 13043**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**

Anticipated BOE meeting date **09/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/10/2016**

Contract term: **4 years and 181 days**

4. Type of contract: **Contract**

Contract description: **Billing Services**

5. Purpose of contract:

This is the third amendment to the original contract which provides claims processing services in conjunction with online claims management processing systems. This amendment extends the termination date from September 10, 2016 to March 10, 2017 and increases the maximum amount from \$169,970 to \$209,970 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:	\$39,062.00	\$39,062.00	\$39,062.00	Yes - Info
a. Amendment 1:	\$128,851.50	\$128,851.50	\$167,913.50	Yes - Action
b. Amendment 2:	\$2,056.50	\$2,056.00	\$2,056.00	No
2. Amount of current amendment (#3):	\$40,000.00	\$42,056.00	\$42,056.00	Yes - Info
3. New maximum contract amount:	\$209,970.00			
and/or the termination date of the original contract has changed to:	03/10/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Health and Human Services, through the Division of Public and Behavioral Health is establishing an online billing service for healthcare providers and payers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This capability does not exist within the state at the present time.

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):

Zirmed
Office Ally
Zyantus
CorVel

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Zirmed appeared to provide the best value for the cost.

d. Last bid date: 05/15/2012 Anticipated re-bid date: 10/10/2016

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 Division of Public and Behavioral Health has used this vendor 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:
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	chadwic1	08/18/2016 13:26:39 PM
Division Approval	chadwic1	08/18/2016 13:26:50 PM
Department Approval	ecreceli	08/19/2016 16:42:40 PM
Contract Manager Approval	rmorse	08/23/2016 08:15:46 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: **17878**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Judy Mayfield
Agency Code: 409	Contractor Name: Judy Mayfield
Appropriation Unit: 3145-04	Address: 3201 21st Street
Is budget authority available?: Yes	City/State/Zip: Lubbock, TX 79410
If "No" please explain: Not Applicable	Contact/Phone: 806-787-0638
	Vendor No.:
	NV Business ID: NV20161441164

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.

<input checked="" type="checkbox"/> General Funds	75.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	25.00 %	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 **03/01/2017**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **1 year and 120 days**

4. Type of contract: **Contract**

Contract description: **Focus Group Services**

5. Purpose of contract:

This is a new contract that provides for the facilitation of focus groups in order to meet the federally required Continuous Quality Improvement Systems (CQI's) and Child and Family Services Review (CFSR). The purpose of the focus groups is to obtain information from stakeholders that helps to better understand areas of strength, as well as areas in need of improvement in our public child welfare program. Identifying areas in need of improvement helps to appropriately focus attention on improving functioning to better meet our goals of safety, permanence, and well-being for the children served by Nevada's Public Child Welfare programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,300.00**

Payment for services will be made at the rate of \$13,150.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Requirements at 45 CFR 1357.15(u). If federal requirements are not met a federal financial penalty can be attached to federal child welfare funding.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We lack the resources and expertise in our newly hired staff to gather this type of information. Federal Systematic Items has a specific focus that requires knowledge and skill beyond the level of current employees.

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):

Judy Mayfield
Leadership Strategies
Tom Begg-s Focus Group Moderator

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected in preference to others as she was the only one who had conducted this type of work and could provide references to support her successful completion of similar projects in other states.

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)?

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.

Vendor will begin process.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroukie	08/31/2016 10:39:30 AM
Division Approval	aroukie	08/31/2016 10:39:33 AM
Department Approval	ecreceli	09/08/2016 10:28:32 AM
Contract Manager Approval	sknigge	09/13/2016 11:34:31 AM
Budget Analyst Approval	laaron	09/13/2016 11:42:53 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: **18056**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: JCN Courier Services
Agency Code: 409	Contractor Name: JCN Courier Services
Appropriation Unit: 3148-04	Address: PO Box 26777
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89126
If "No" please explain: Not Applicable	Contact/Phone: Kelly Wood 702-221-9131
	Vendor No.:
	NV Business ID: NV19901045993

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.

X General Funds	100.00 %	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 **09/20/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **3 years and 346 days**

4. Type of contract: **Contract**

Contract description: **Courier Services**

5. Purpose of contract:

This is a new contract to provide courier delivery services of pharmaceuticals to and from Summit View Youth Center to the Southern Nevada Adult Mental Health Services Pharmacy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,680.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Summit View Youth Center is required to switch from a private pharmacy which provided pharmacy courier services to the use of SNAMHS Outpatient Pharmacy which does not provide courier services. In the event medications require urgent same day delivery a courier service is necessary.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have courier services available. To leave the institution uncovered by medical staff to pick-up prescribed medications is not advisable.

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):

Reliable Delivers
On-Time Everytime
JCN Courier Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the lowest responsible 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?

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	dander16	08/31/2016 15:51:00 PM
Division Approval	aroukie	09/09/2016 08:49:48 AM
Department Approval	ecreceli	09/14/2016 14:09:53 PM
Contract Manager Approval	sknigge	09/19/2016 15:47:05 PM
Budget Analyst Approval	laaron	09/20/2016 09:59:22 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: **18070**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Affordable Striping and Sealing LLC
Agency Code: 409	Contractor Name: Affordable Striping and Sealing LLC
Appropriation Unit: 3646-95	Address: 440 E Alexander Ste A
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89115
If "No" please explain: Not Applicable	Contact/Phone: 702-222-9009
	Vendor No.:
	NV Business ID: NV20061786907

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.

X General Funds	100.00 %	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 **09/15/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **288 days**

4. Type of contract: **Contract**

Contract description: **Asphalt sealing**

5. Purpose of contract:

This is a new contract to patch, seal and stripe five (5) asphalt parking lot areas on the West Charleston Children's Mental Health Campus.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,550.00**

Other basis for payment: \$1,700.00 for the South parking lot; \$5,010.00 for the west parking lot; \$8,460.00 for the east parking lot; \$5,090.00 for the southwest parking lot and \$4,290.00 for the Desert Willow Treatment Center parking lot.

II. JUSTIFICATION

7. What conditions require that this work be done?

The parking lots for the Children's Mental Health campus are in need of asphalt maintenance. Without this project, the conditions of the parking lot areas will continue to deteriorate further.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Currently there are no staff within the Division that can provide this type of repair work and preventative maintenance.

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):

Unicon
Anderson Asphalt and Striping
Affordable Striping and Sealing LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The selected vendor was the lowest responsible 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?

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	prassie1	09/08/2016 14:51:27 PM
Division Approval	aroukie	09/09/2016 08:50:15 AM
Department Approval	ecreceli	09/14/2016 14:08:37 PM
Contract Manager Approval	sknigge	09/14/2016 15:59:16 PM
Budget Analyst Approval	dstoddar	09/15/2016 13:19:40 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: **18120**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: ARIZONA PNEUMATIC SYSTEMS INC
Agency Code: 431	Contractor Name: ARIZONA PNEUMATIC SYSTEMS INC
Appropriation Unit: 3650-07	Address: DBA NEVADA PNEUMATIC 4838 Cecile Ave.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89115
If "No" please explain: Not Applicable	Contact/Phone: Jason Weltor 702-431-5808
	Vendor No.:
	NV Business ID: 19971125961

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 **09/12/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2018**

Contract term: **2 years and 29 days**

4. Type of contract: **Contract**

Contract description: **Air Compressor**

5. Purpose of contract:

This is a new contract to perform air compressor service or maintenance on the Ingersoll Ram Air Compressors at the Office of the Military locations in southern Nevada.

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 \$24,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Air compressor services are required throughout the year as maintenance or repairs are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have all necessary equipment to perform adequate air compressor repair and maintenance.

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):

Nevada Pneumatic
Ingersoll Rand
Ahern Rentals

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Nevada Pneumatic was the only vendor to respond to the bid request.

d. Last bid date: 07/12/2016 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	twollan1	09/06/2016 16:14:50 PM
Division Approval	ctyle1	09/06/2016 16:25:20 PM
Department Approval	ctyle1	09/06/2016 16:25:23 PM
Contract Manager Approval	twollan1	09/12/2016 07:59:50 AM
Budget Analyst Approval	laaron	09/12/2016 10:42:13 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: 16095	Amendment Number: 1	
Agency Name: DPS-DIRECTOR'S OFFICE	Legal Entity Name: RAY HEATING PRODUCTS INC DBA	
Agency Code: 650	Contractor Name: RAY HEATING PRODUCTS INC DBA	
Appropriation Unit: 3775-04	Address: RHP MECHANICAL SYSTEMS	
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89505	
If "No" please explain: Not Applicable	Contact/Phone: 775-322-9434	
	Vendor No.: PUR0002724A	
	NV Business ID: NV19531000169	

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.

X	General Funds	30.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
X	Highway Funds	70.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/23/2014**
Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**

Contract term: **3 years and 343 days**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing HVAC maintenance and repairs for the Training Division facility in Carson City. This amendment extends the termination date from September 30, 2016 to September 30, 2018 and increases the maximum amount from \$8,792 to \$17,584 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:	\$8,792.00	\$8,792.00	\$8,792.00	No
2. Amount of current amendment (#1):	\$8,792.00	\$17,584.00	\$17,584.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$17,584.00 09/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

The heating and air conditioning system must be maintained regularly in order to avoid costly repairs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no one in the area qualified to do this type of 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):

Mt. Rose Air Conditioning Carrier

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the lowest quality bidder.

d. Last bid date: 07/17/2014 Anticipated re-bid date: 06/01/2016

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:

This vendor routinely provides services for B&G and other state agencies. 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:

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	jdibasil	08/30/2016 10:07:06 AM
Division Approval	jdibasil	08/30/2016 10:07:11 AM
Department Approval	mcar2	08/30/2016 11:45:58 AM
Contract Manager Approval	mcar2	08/30/2016 11:46:55 AM
Budget Analyst Approval	jrodrig9	09/01/2016 15:02:44 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: **18059**

Agency Name: DPS-TRAFFIC SAFETY	Legal Entity Name: Governor's Highway Safety Association
Agency Code: 658	Contractor Name: Governor's Highway Safety Association
Appropriation Unit: 4688-04	Address: 444 N. Capitol Street, NW Suite 722
Is budget authority available?: Yes	City/State/Zip: Washington, DC 20001-1534
If "No" please explain: Not Applicable	Contact/Phone: Jonathan Adkins 202-789-0942
	Vendor No.:
	NV Business ID: n/a

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 %	X Other funding	100.00 % Highay Safety Grant Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/02/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 28 days**

4. Type of contract: **Contract**

Contract description: **GHSA Funding**

5. Purpose of contract:

This is a new contract to provide the Office of Traffic Safety with strategic planning services in support of the agency's Highway Safety Plan development and management efforts.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$175.00 per hour

Other basis for payment: \$4,500.00 for travel costs

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Office of Traffic Safety (OTS) is the designated State Highway Safety Office (SHSO) to receive funding from the National Highway Traffic Safety Administration (NHTSA). In order to receive NHTSA funding the OTS is responsible to develop a statewide Highway Safety Plan annually to address fatal and serious injury crashes on Nevada roads and to manage and implement programs designed to reduce crashes

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The national association serving SHSOs in all 50 states is the Governor's Highway Safety Association (GHSA) which maintains a consulting service to provide specialized services according to NHTSA guidelines and traffic safety best practices. To best maximize use of its federal grant funding and effectiveness of Nevada's traffic safety programs Nevada OTS seeks to retain these specialized consulting services to develop comprehensive traffic safety program plans and a planning process and template for continued use that will both align our funding and efforts with NHTSA requirements and impact traffic crash fatalities in Nevada.

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 #: 060801

Approval Date: 08/08/2016

c. Why was this contractor chosen in preference to other?

GHSA is the only organization in the nation that represents the State Highway Safety Offices and has developed tools and resources specific to this work. The GHSA consulting services are a member benefit available only to SHSOs. GHSA consulting services are approved by NHTSA for funding using federal grant funds provided to Nevada OTS. GHSA is currently providing consulting services for several other State Highway Safety Offices. GHSA consulting services is staffed by former directors and managers from SHSOs who thoroughly understand the funding and operational requirements necessary to be successful and compliant with funding stipulations.

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 as a:

Non-profit Corporation

DPS contacted the SOS business license office and was told that NRS 76.100 does not require an out of state business to obtain a business license when they are conducting business within the state for less than 30 days. The vendor will be on site in Nevada for less than 30 days accumulatively and therefor a business license is not required.

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?

No b. If "NO", please explain.

DPS contacted the SOS business license office and was told that NRS 76.100 does not require an out of state business to obtain a business license when they are conducting business within the state for less than 30 days. The vendor will be on site in Nevada for less than 30 days accumulatively and therefor a business license is not required.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	08/30/2016 12:01:33 PM
Division Approval	mcar2	08/30/2016 12:01:36 PM

Department Approval	mcar2	08/30/2016 12:03:27 PM
Contract Manager Approval	mcar2	08/30/2016 13:28:06 PM
Budget Analyst Approval	jrodrig9	09/01/2016 14:56:55 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: **18016**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: onXmaps, Inc.
Agency Code: 702	Contractor Name: onXmaps, Inc.
Appropriation Unit: 4458-84	Address: 1925 Brooks St
Is budget authority available?: Yes	City/State/Zip: Missoula, MT 59801
If "No" please explain: Not Applicable	Contact/Phone: 406-540-1600
	Vendor No.:
	NV Business ID: N/A
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 %	X Other funding	100.00 % Revenue

Agency Reference #: **16R-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2016**

Anticipated BOE meeting date **10/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 354 days**

4. Type of contract: **Revenue Contract**

Contract description: **onXmaps**

5. Purpose of contract:

This is a new revenue contract to receive royalty payments from a company that will sell unique digital products containing copyrighted data owned and provided by the agency.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue contract.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract.

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:

The vendor has been under a revenue contract with NDOW prior with 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Not required this is a revenue contract.

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.

Not required this is a revenue contract.

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.

Not required this is a revenue contract.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	07/19/2016 12:09:41 PM
Division Approval	lgleason	07/19/2016 16:38:14 PM
Department Approval	eobrien	07/20/2016 11:53:03 AM
Contract Manager Approval	dwendell	08/16/2016 12:21:40 PM
Budget Analyst Approval	laaron	09/12/2016 12:41:16 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: **18100**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: M3 Planning
Agency Code: 702	Contractor Name: M3 Planning
Appropriation Unit: 4460-10	Address: 465 Court Street
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: 775/747-7407
	Vendor No.: T29034414A
	NV Business ID: NV20031269093
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 %	X	Fees	100.00 % Sportsmen
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 17-18

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **290 days**

4. Type of contract: **Contract**

Contract description: **Strategic Planning**

5. Purpose of contract:

This is a new contract to provide a comprehensive, organizational strategic plan and implementation plan. A plan that applies the best practices in strategic planning to the entire agency with each division working in a coordinated effort to produce results.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,250.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's Finance Office is requiring that all state agencies update their strategic plans no later than July 1, 2017 in alignment with objectives and goals that will drive and shape activities over the next 5-year horizon (2016-2020) while fitting into the Nevada Governor's strategic framework for all state agencies, the State Wildlife Action Plan, the agency's Biennial Budgets, and other relevant governing and planning documents (such as Federal Aid and other requirements).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Previously in-house, non-professional planning staff that have done plans before, but those are not adequate for this level or significance.

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 #17-01, 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: 08/22/2016 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	kdailey	09/13/2016 09:06:30 AM
Division Approval	kdailey	09/13/2016 09:06:32 AM
Department Approval	kdailey	09/13/2016 09:06:34 AM
Contract Manager Approval	Igleason	09/13/2016 09:07:17 AM
Budget Analyst Approval	laaron	09/13/2016 09:09:13 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: **18040**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: THE HEAD MASTER
Agency Code: 702	Contractor Name: THE HEAD MASTER
Appropriation Unit: 4464-22	Address: 10760 SANTA FE ROAD
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89508-8260
If "No" please explain: Not Applicable	Contact/Phone: 775/323-9090
	Vendor No.: T29000588
	NV Business ID: NV20031433514
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	100.00 % Predator Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 17-07

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/30/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/30/2019**

Contract term: **2 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Humboldt Lion Rmvl**

5. Purpose of contract:

This is a new contract to provide lethal removal of mountain lions, collection of biological samples and a record of all hunt routes and important locations in the Spruce and East Humboldt Mountains.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Predator Management Plan project 32.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no employees qualified to perform such 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):

Canyon's West Guide Service
The Head Master
Currant Creek Outfitters

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Empty box]

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 Head Master is currently under contract with NDOW and has 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 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	08/01/2016 11:22:32 AM
Division Approval	Igleason	08/01/2016 12:04:17 PM
Department Approval	eobrien	08/11/2016 15:24:41 PM
Contract Manager Approval	dwendell	08/12/2016 09:43:53 AM
Budget Analyst Approval	cpalme2	08/30/2016 16:11:31 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: **18046**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: UNITED STATES DEPARTMENT OF AGRICULTURE
Agency Code: 702	Contractor Name: UNITED STATES DEPARTMENT OF AGRICULTURE
Appropriation Unit: 4464-22	Address: APHIS WILDLIFE SERVICES 8775 TECHNOLOGY WAY
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-4878
If "No" please explain: Not Applicable	Contact/Phone: 775/851-4848
	Vendor No.: T81035403C
	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.

<input checked="" type="checkbox"/> General Funds	25.00 %	<input checked="" type="checkbox"/> Fees	25.00 % Sportsman
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 17-06

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/30/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **3 years and 305 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **USDA WDM**

5. Purpose of contract:

This is a new cooperative agreement to conduct wildlife damage management activities to resolve wildlife conflicts related to the damage caused by urban coyotes and other urban wildlife in Nevada and provide services in support of wildlife disease management.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

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?

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	dwendell	08/03/2016 11:51:27 AM
Division Approval	Igleason	08/03/2016 14:39:39 PM
Department Approval	dwendell	08/05/2016 09:59:44 AM
Contract Manager Approval	dwendell	08/16/2016 08:24:52 AM
Budget Analyst Approval	cpalme2	08/30/2016 15:56:50 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: **18074**

Agency Name: **DCNR - PARKS DIVISION**
 Agency Code: **704**
 Appropriation Unit: **4162-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **MARTIN-ROSS & ASSOCIATES**
 Contractor Name: **MARTIN-ROSS & ASSOCIATES**
 Address: **350 SOUTH ROCK BOULEVARD SUITE 200**
 City/State/Zip: **RENO, NV 89502-4164**
 Contact/Phone: **775/336-4440**
 Vendor No.: **T29027834**
 NV Business ID: **NV20031163095**

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.

X General Funds	100.00 %	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 **09/12/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Background Checks**

5. Purpose of contract:

This is a new contract to provide pre-employment background checks to insure applicants meet the standards to become law enforcement officers for Nevada State Parks.

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?

State Parks must insure individuals meet the standards to become law enforcement officers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Background checks are very time intensive and current staffing levels can't accommodate such time intensive commitments.

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):

Employer Linx
American Databank

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only responsive 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:

Nevada State Parks had a contract from July 2014 to June 2016 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 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	sdecrona	08/23/2016 14:38:42 PM
Division Approval	sdecrona	08/23/2016 14:38:45 PM
Department Approval	sdecrona	08/29/2016 13:30:35 PM
Contract Manager Approval	sdecrona	09/08/2016 12:15:20 PM
Budget Analyst Approval	laaron	09/12/2016 13:09:51 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: **18057**

Agency Name: DCNR - FORESTRY DIVISION	Legal Entity Name: Sparks Fire Department
Agency Code: 706	Contractor Name: Sparks Fire Department
Appropriation Unit: 4194-00	Address: 1605 Victorian Ave
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: 775-353-2255
	Vendor No.:
	NV Business ID: Governmental Entity
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 %	X Other funding	100.00 % Revenue Agreement

Agency Reference #: NDF17-004

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/09/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **Yes**

If "Yes", please explain

The Nevada Division of Forestry and the City of Sparks Fire Department have been in negotiation for participation in the Wildland Fire Protection Program for several months. It has always been the intention of both parties for this agreement to be effective August 9, 2016. Unfortunately, review of the agreement by legal counsel has taken longer than anticipated. Additionally the deadlines for Commission meeting and Board of Examiners meets did not line up, resulting in this retroactive request.

3. Termination Date: **06/30/2017**

Contract term: **325 days**

4. Type of contract: **Revenue Contract**

Contract description: **Wildland Fire Protec**

5. Purpose of contract:

This is a new interlocal revenue agreement to provide ongoing services under the Wildland Fire Protection Program. The division and City of Sparks Fire Department will work closely together to maintain effective wildfire management regardless of jurisdiction and/or ownership.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10,000.00 per SFY2017

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry and the City of Sparks Fire Department will work closely together to maintain effective wildfire management to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the City of Sparks will make payment to the division.

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?

Yes If "Yes", please explain

The City of Sparks is a political subdivision of the State of Nevada.

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	jkidd	08/22/2016 08:20:42 AM
Division Approval	dprather	08/22/2016 09:53:47 AM
Department Approval	dprather	08/22/2016 09:53:54 AM
Contract Manager Approval	ldunn	08/22/2016 11:34:24 AM
Budget Analyst Approval	cpalme2	08/24/2016 08:23:49 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: **18089**

Agency Name: DCNR - FORESTRY DIVISION	Legal Entity Name: SIERRA NEVADA CONSTRUCTION, INC
Agency Code: 706	Contractor Name: SIERRA NEVADA CONSTRUCTION, INC
Appropriation Unit: 4195-95	Address: 2055 EAST GREG STREET
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-6561
If "No" please explain: Not Applicable	Contact/Phone: 775/355-0420
	Vendor No.: PUR0003792
	NV Business ID: NV19881009372

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.

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 #: **NDF17-007**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/06/2016**
Anticipated BOE meeting date **10/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2016**

Contract term: **85 days**

4. Type of contract: **Contract**

Contract description: **Tarmac Repair/Paving**

5. Purpose of contract:

This is a new contract to repair the taxiway and tarmac pavement at the air operations hangar facility in Minden.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,260.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Payable upon verification of satisfactory completion of work and receipt/approval of contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Currently the taxiway and tarmac pavement at the division's Air Operations hangar facility in Minden is in need or repair and paving to address personnel and equipment safety issues. The area to be addressed is from the entry gate to the landing strip approaches and includes the tanker fill up pad.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project requires specialized skills that state employees do not have.

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):

Sierra Nevada Construction
Sierra Stripers
All American Asphalt Sealing Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen as the best value to the Division of Forestry and State of Nevada.

d. Last bid date: 08/10/2016 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?

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 has been under contract with numerous agencies in the past few fiscal years 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 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	jkidd	09/01/2016 11:07:14 AM
Division Approval	dprather	09/01/2016 14:01:03 PM
Department Approval	dprather	09/01/2016 14:01:06 PM
Contract Manager Approval	ldunn	09/01/2016 14:31:18 PM
Budget Analyst Approval	cpalme2	09/06/2016 08:24:22 AM



**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 | Fax: (775) 684-0260

Date: September 14, 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 September 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 Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account.

TORT Claim Fund	\$ 5,711,601.83
Statutory Contingency Account	\$ 1,047,899.65
Stale Claims Account	\$ 1,983,723.00
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,726,139.00
IFC Unrestricted Contingency Fund General Fund	\$12,227,461.96

IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ 0.00
IFC Restricted Contingency Highway Fund	\$ 1,601,832.00

Statutory Authority:

NRS 331.187, 353.264, 353.263, 353.2735, 353.268

REVIEWED: <u>SB</u>
INFO ITEM: _____

**BA 1348 TORT Claim Fund
NRS 331.187
FY 2017 (as of September 13, 2016)**

Beginning Cash	4,012,011.00	
Insurance Premiums - A	578.35	
Insurance Premiums	2,173,452.00	
Loan	5,000.00	
Total Revenue		\$ 6,191,041.35

Paid Claims:

Attorney General's Office	(27,825.19)	
Carson City	(230,480.54)	
Las Vegas	(16,133.79)	
Payments		\$ (274,439.52)
Account Balance		\$ 5,916,601.83

Claims Submitted for Payment:

Submitted for Payment		\$ -
Account Balance		\$ 5,916,601.83

Pending Claims:

Attorney General's Office	205,000.00	
Total Pending Claims		\$ 205,000.00
Account Balance		\$ 5,711,601.83

**BA 4892 Statutory Contingency Account
NRS 353.264
FY 2017 (as of September 13, 2016)**

Beginning Cash		1,708,043.00	
	Total Revenue		\$ 1,708,043.00

Paid Claims:

		\$ -	
	Payments		
	Account Balance		\$ 1,708,043.00

Claims Submitted for Payment:

James M Grady (White Pine Inmate Ellingson Investigation)	(5,760.00)
James M Grady (White Pine Inmate Ellingson Investigation)	(640.00)
Outside Legal Counsel - Dickinson Wright	(1,890.00)
Post Conviction Stale Claims	(3,356.10)
Post Conviction Stale Claims	(26,981.00)
Post Conviction Stale Claims	(15,688.68)
James M Grady (Inmate litigations)	(4,240.00)
James M Grady (Inmate litigations)	(1,197.57)
Dickinson Wright - outside counsel	(180.00)
Dickinson Wright - outside counsel	(210.00)

		\$ (60,143.35)	
	Submitted for Payment		
	Account Balance		\$ 1,647,899.65

Pending Claims:

Post Conviction FY16 Claims	(350,000.00)
Outside Legal Counsel - Bancroft for ESA	(250,000.00)

		\$ (600,000.00)	
	Total Pending Claims		
	Account Balance		\$ 1,047,899.65

**BA 4888 Stale Claims Account
NRS 353.264
FY 2017 (as of September 13, 2016)**

Beginning Cash

1,983,723.00

Total Revenue

\$ 1,983,723.00

Paid Claims:

Payments
Account Balance

\$ -
\$ 1,983,723.00

Claims Submitted for Payment:

Submitted for Payment
Account Balance

\$ -
\$ 1,983,723.00

Pending Claims :

Total Pending Claims
Estimated Account Balance - Including all Claims

\$ -
\$ 1,983,723.00

**BA 4889 Emergency Fund
NRS 353.263
FY 2017 (as of September 13, 2016)**

Beginning Cash		279,841.00	
	Total Revenue		\$ 279,841.00
	<u>Paid Claims:</u>		
Total paid		-	
		<hr/>	
	Payments		\$ -
	Account Balance		\$ 279,841.00
	<u>Claims Submitted for Payment:</u>		
		-	
		<hr/>	
	Total Submitted Payments		\$ -
	Account Balance		\$ 279,841.00
	<u>Pending Claims</u>		
		-	
		<hr/>	
	Total Pending Claims		\$ -
	Estimated Account Balance - Including all Claims		\$ 279,841.00

**BA 1335 Disaster Relief Account
NRS 353.2735
FY 2017 (as of September 13, 2016)**

Beginning Cash	6,726,139.00	
	Total Revenue	\$ 6,726,139.00
<u>Paid Claims:</u>		
Total paid	-	
	Payments	\$ -
	Account Balance	\$ 6,726,139.00
<u>Claims Submitted for Payment:</u>		
	-	
	Submitted for Payment	\$ -
	Account Balance	\$ 6,726,139.00
<u>Pending Claims :</u>		
City of Carlin - Noticed 11/6/15 from DEM - no cost yet		
	-	
	Total Pending Claims	\$ -
	Estimated Account Balance - Including all Claims	\$ 6,726,139.00

IFC Contingency Fund Unrestricted
NRS 353.268
FY 2016 (as of August 23, 2016 Meeting agenda)

Unrestricted General Fund

Beginning Cash	5,251,941.28	
Appropriation	9,000,000.00	
Total Revenue		\$ 14,251,941.28

Paid Claims:

Transfer to Treasurer's Office	(116,213.00)	
Transfer to Treasurer's Office	(128,555.00)	
Department of Corrections - Prison Medical Care	(708,645.00)	
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	(53,309.32)	
Reorganize Clark County School District 4/14/16	(150,000.00)	
Department of Motor Vehicles - Voter Registration	(38,317.00)	
Payments		\$ (1,444,479.32)
Account Balance		\$ 12,807,461.96

Pending Claims June 30, 2016 Meeting:

NDOC - FMCC	(580,000.00)	
Total Pending		\$ (580,000.00)
Account Balance		\$ 12,227,461.96

Unrestricted Highway Fund

Beginning Cash	1,676,832.35	
Total Revenue		\$ 1,676,832.35

Paid Claims:

	-	
Payments		\$ -
Account Balance		\$ 1,676,832.35

**IFC Contingency Fund Restricted
NRS 353.268
FY 2016 (as of August 23, 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	
Total Revenue		\$ 12,746,225.00

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.	(5,000,000.00)	
Payments		\$ (12,746,225.00)
Account Balance		\$ -

Pending Claims August 23, 2016 Meeting:

	Total Pending	\$ -
	Account Balance	\$ -

Restricted Highway Fund

Beginning Cash:

DMV System Modernization Project	11,238,790.00	
Total Revenue		\$ 11,238,790.00

Paid Claims:

Department of Motor Vehicles - System Modernization	(9,636,958.00)	
Payments		\$ (9,636,958.00)
Account Balance		\$ 1,601,832.00

Pending Claims June 30, 2016 Meeting:

	Total Pending	\$ -
	Account Balance	\$ 1,601,832.00