

BDR 33-515

SB 244

EXECUTIVE AGENCY FISCAL NOTE

AGENCY'S ESTIMATES

Date Prepared: March 22, 2017

Agency Submitting: State Department of Conservation and Natural Resources, State Historic Preservation Office

Items of Revenue or Expense, or Both	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Effect on Future Biennia
Program (Expense)		\$604,078	\$274,267	\$819,709
Total	0	\$604,078	\$274,267	\$819,709

Explanation

(Use Additional Sheets of Attachments, if required)

The Department of Conservation and Natural Resources (DCNR) State Historic Preservation Office has reviewed BDR 33-515 and determined that it has a fiscal impact. The attached document provides fiscal note explanation.

Name Celeste D. Arnold

Title ASO 1

GOVERNOR'S OFFICE OF FINANCE COMMENTS

Date Wednesday, March 15, 2017

The agency's response appears reasonable.

Name Colleen M. Murphy

Title Budget Officer

The agency has reviewed SB244 (BDR 33-515) and determined that there will be a fiscal impact.

Personnel Costs (\$438,141 per biennia):

Carrying out the provisions of this bill will require the addition of two (2) FTE's, specifically:

1. At least one (1) FTE and associated operating expenses to carry out the requirements of Sections 6 and 30.

This projection is based on an anticipated increase of 100 permits per biennium, although the Office is unable to determine at this time exactly how large a workload increase would be experienced by expanding the requirement to obtain a State antiquities permit for excavation on private land. Draft and final reports prepared by archaeological consultants working on private land with State antiquities permits will be reviewed by the Office in accord with NRS 383.021(2)(a). This FTE would also manage the consultation required to cooperate with Indian Tribes to preserve or salvage historic, prehistoric, or paleoenvironmental evidence when reviewing projects on federal land, state land, or land under the jurisdiction of political subdivisions of the State and to immediately notify Indian Tribes if such resources are endangered on such lands;

and

2. At least one (1) FTE and associated operating expenses to carry out the requirements of Sections 25, 26, 32, and 33.

The Office projects that at least one FTE experienced in cultural anthropology (Historic Preservation Specialist II) will be needed to determine cultural affiliation for any cultural items or sites, assist the Administrator to promulgate regulations required in Section 26, determine cultural affiliation for human remains, and repatriate remains identified on state and private land. This position would also require the use of a four-wheel drive vehicle to visit the discovery locations often in remote locations, meet with tribes, and coordinate the final disposition of remains. For actions already required of the Office in current statute, most travel is undertaken by local sheriff departments and other law enforcement officers who bring in remains to the Office. This bill would require Office staff to travel to the discovery sites to ensure protection from excavation.

New Commissioner for the

Commissioner for Cultural Centers and Historic Preservation (\$2,224 per biennia):

SB244, Section 38 requires a new commission member for the Commission of Cultural Centers and Historic Preservation who is an enrolled member of an Indian Tribe. This note includes estimates for the GF revenue needed to support costs for travel, worker's compensation, etc. for a single commissioner based on current Commission expenditures. The administrative expenditures could be transferred to the obligation bond proceeds contingent upon the sale of bonds.

New State Historic Preservation Plan (\$82,606)

SB244, Section 29, requires the Office to insert the process for repatriation of cultural items adopted by regulation pursuant to Section 26 into the State's Historic Preservation Strategic Plan. The Office

writes a new plan every eight (8) years. The current State Historic Preservation Plan was written in 2012 and would be in effect until the end of 2019. The Office had not intended to set aside funds for this expense until FY2019. SB244, Section 29, would require either the preparation of a new plan to meet the requirements by July 1, 2018 (one year earlier than planned under the current planning cycle) or the insertion of an amendment to the existing plan. It is likely that National Park Service, who reviews and approves all State Preservation Strategic Plans required under 54 U.S.C. § 302303, will not approve a proposal to amend the current Plan but will require the preparation of a new Plan. The estimated cost to prepare a new plan with a contract is based on a similar statewide planning document prepared for the CCCHP.

Preparation of treatment plans (\$355,374 per biennia):

SB 244, Section 30 requires the office to prepare and implement treatment plans for the mitigation of resources endangered by State and local government activities on state and private land. Since this is a new requirement, it is difficult to determine a potential cost for these activities. The Office conservatively projects that at least one historic site and six prehistoric sites will require mitigation each biennium. Estimates reflect the necessity of contracting with a local archaeological consulting firm. These are based on current estimates provided by the Bureau of Land Management and a treatment undertaken by the Public Works Division in. However, increases or decreases in significant state and local government building construction or infrastructure projects could change the actual amount required to support the implementation of treatment plans.

Possible Fiscal Impacts not included in the Cost Estimate

A. Legal Fees:

SB244 allows Indian Tribes or enrolled tribal members to bring civil action against a “person” who violates NRS 383.021 and 383.081

These sections of Chapter 383 define the duties of the SHPO, and require the Administrator prepare a state preservation plan, represent the State in negotiations with federal agencies, and accept federal funds. Additional legal fees, or an increase in the AG cost allocation, may be needed to address any future litigation.

B. Federal Grant Compliance

The review of this Bill, and its requirements, leads this Office to believe that several of such requirements (e.g., the changes to the Office’s designation of repositories, modification of the elements of the State Preservation Plan, and review of projects located on federal land or requiring compliance with the provisions of 36 CFR 800), may conflict with the requirements of our federal grant. If the National Park Service were to come to the same conclusion, the federal grant supporting our office could be in jeopardy.

The possible fiscal impact of a National Park Service withdrawal of Nevada’s appropriation under the Historic Preservation Fund would amount to approximately \$1.5 million per biennium.

Section A1: Line Item Detail by GL

Budget Account: 4205 DCNR - STATE HISTORIC PRESERVATION OFFICE

Item No	Description	Actual 2015-2016	Work Program 2016-2017	W02 Year 1 2017-2018	W02 Year 2 2018-2019
E226	EFFICIENT AND RESPONSIVE STATE GOVERNMENT				
	REVENUE				
2501	APPROPRIATION CONTROL	0	0	604,078	274,267
	TOTAL REVENUES FOR DECISION UNIT E226	0	0	604,078	274,267
	EXPENDITURE				
01	PERSONNEL SERVICES				
5100	SALARIES Salaries for two FTE, Historic Preservation Specialist 2.	0	0	83,856	115,430
5200	WORKERS COMPENSATION Workers' Compensation for two FTE, Historic Preservation Specialist 2.	0	0	1,988	1,756
5300	RETIREMENT Retirement costs for two FTE, Historic Preservation Specialist 2.	0	0	12,160	16,738
5400	PERSONNEL ASSESSMENT Personnel Assessment for two FTE, Historic Preservation Specialist 2.	0	0	501	520
5500	GROUP INSURANCE Group Insurance costs for two FTE, Historic Preservation Specialist 2.	0	0	13,374	17,782
5700	PAYROLL ASSESSMENT Payroll Assessment for two FTE, Historic Preservation Specialist 2.	0	0	169	166
5750	RETIRED EMPLOYEES GROUP INSURANCE Retired Employees Group Insurance Costs for two FTE, Historic Preservation Specialist 2.	0	0	2,230	2,944
5800	UNEMPLOYMENT COMPENSATION Unemployment Compensation costs for two FTE, Historic Preservation Specialist 2.	0	0	104	168
5840	MEDICARE Medicare costs for two FTE, Historic Preservation Specialist 2.	0	0	1,216	1,674
	TOTAL FOR CATEGORY 01	0	0	115,598	157,178
04	OPERATING				
7050	EMPLOYEE BOND INSURANCE Employee Bond Insurance for two FTE, Historic Preservation Specialist 2.	0	0	3	3
7054	AG TORT CLAIM ASSESSMENT AG Tort Claim Assessment costs based on two FTE, Historic Preservation Specialist 2.	0	0	197	194
	TOTAL FOR CATEGORY 04	0	0	200	197
26	INFORMATION SERVICES				
7554	EITS INFRASTRUCTURE ASSESSMENT EITS Infrastructure Assessment based on two FTE, Historic Preservation Specialist 2.	0	0	392	423
7556	EITS SECURITY ASSESSMENT EITS Security Assessment based on two FTE, Historic Preservation Specialist 2.	0	0	189	257
	TOTAL FOR CATEGORY 26	0	0	581	680
36	REPATRIATION PROGRAM				
6200	PER DIEM IN-STATE	0	0	11,416	21,376

State of Nevada - Budget Division
Line Item Detail & Summary
2017-2019 Biennium (FY18-19)

Item No	Description	Actual 2015-2016	Work Program 2016-2017	W02 Year 1 2017-2018	W02 Year 2 2018-2019
	Per Diem costs for two FTE, Historic Preservation Specialist 2, and one Commissioner for the Commission for Cultural Centers and Historic Preservation.				
6210	FS DAILY RENTAL IN-STATE Fleet Services costs for two FTE, Historic Preservation Specialist 2, and one Commissioner for the Commission for Cultural Centers and Historic Preservation.	0	0	3,528	6,742
6211	FS MONTHLY VEHICLE RENTAL IN-STATE Annual lease costs with Fleet Services for two FTE, Historic Preservation Specialist 2.	0	0	3,310	4,434
6240	PERSONAL VEHICLE IN-STATE Personal Vehicle costs for two FTE, Historic Preservation Specialist 2, and one Commissioner for the Commission for Cultural Centers and Historic Preservation.	0	0	1,258	2,306
6250	COMM AIR TRANS IN-STATE Airfare costs for two FTE, Historic Preservation Specialist 2, and one Commissioner for the Commission for Cultural Centers and Historic Preservation.	0	0	6,240	11,440
7025	OPERATING SUPPLIES-E Supply costs for two FTE, Historic Preservation Specialist 2.	0	0	1,500	1,500
7030	FREIGHT CHARGES FedEx costs for two FTE, Historic Preservation Specialist 2.	0	0	500	500
7041	PRINTING AND COPYING - A Additional copy costs for two FTE, Historic Preservation Specialist 2.	0	0	2,040	2,040
7053	RISK MGT MISC INS POLICIES Workers' Compensation costs for one Commissioner for the Commission for Cultural Centers and Historic Preservation.	0	0	72	72
705A	NON B&G - PROP. & CONT. INSURANCE Property and Content Insurance costs for two FTE, Historic Preservation Specialist 2.	0	0	2	2
7060	CONTRACTS	0	0	419,980	45,000
7110	NON-STATE OWNED OFFICE RENT Rent and COPS costs of space for two FTE 64 square feet each, Historic Preservation Specialist 2.	0	0	14,414	19,218
7289	EITS PHONE LINE AND VOICEMAIL EITS phone line and voicemail for two FTE, Historic Preservation Specialist 2.	0	0	206	249
7302	REGISTRATION FEES Registration costs for two FTE, Historic Preservation Specialist 2.	0	0	400	400
7460	EQUIPMENT PURCHASES < \$1,000 Workstation costs for two FTE, Historic Preservation Specialist 2.	0	0	3,040	0
7533	EITS EMAIL SERVICE EITS email costs for two FTE, Historic Preservation Specialist 2.	0	0	262	349
7545	EITS 18-19 ELIM (OLD EITS VPN SECURE LINK) VPN costs for two FTE, Historic Preservation Specialist 2.	0	0	175	234
7771	COMPUTER SOFTWARE <\$5,000 - A Computer software costs for two FTE, Historic Preservation Specialist 2.	0	0	1,010	350
8241	NEW FURNISHINGS <\$5,000 - A Initial office setup costs for two FTE, Historic Preservation Specialist 2.	0	0	4,672	0
8370	COMPUTER HARDWARE >\$5,000 Computer hardware costs for two FTE, Historic Preservation Specialist 2.	0	0	10,620	0
8371	COMPUTER HARDWARE <\$5,000 - A Computer hardware costs for two FTE, Historic Preservation Specialist 2.	0	0	3,054	0
TOTAL FOR CATEGORY 36		0	0	487,699	116,212
TOTAL EXPENDITURES FOR DECISION UNIT E226		0	0	604,078	274,267

State of Nevada - Budget Division
Line Item Detail & Summary
2017-2019 Biennium (FY18-19)

Item No	Description	Actual	Work Program	W02	W02
		2015-2016	2016-2017	Year 1 2017-2018	Year 2 2018-2019
	TOTAL REVENUES FOR BUDGET ACCOUNT 4205	0	0	604,078	274,267
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 4205	0	0	604,078	274,267

2017-2019 Biennium (FY18-19)
W02 BDR 33-515

Schedule Selection B: Vendor Services Schedule

Budget Account: 4205 DCNR - STATE HISTORIC PRESERVATION OFFICE						
Catg	GL Acct	Vendor Name	Actual Amt	Wrk Pgm Amt	Year 1 Amt	Year 2 Amt
E226		EFFICIENT AND RESPONSIVE STATE GOVERNMENT				
36	7060	8 YEAR STATE PLAN	0	0	82,606	0
		Costs to create new state plan.				
36	7060	ARCHAEOLOGICAL TREATMENT FOR AVERAGE PREHISTORIC SITE	0	0	45,000	45,000
		Contract with outside vendor for archaeological treatment for average prehistoric site.				
		Costs projected are for 3 events per year of the biennium at \$15,000 each. [See Attachment]				
36	7060	ARCHAEOLOGICAL TREATMENT FOR HISTORIC SITE	0	0	292,374	0
		Contract with outside vendor for archaeological treatment for a historic site per SB244 section 30.5.				
		Cost budgeted are for one event. This agency is unable to anticipate state or local government construction activities. Revenue required could greatly exceed projected amounts, necessitating additional funds in an amendment of the budget request. [See Attachment]				
36	7302	REGISTRATIONS	0	0	400	400
Total for Decision Unit: E226			0	0	420,380	45,400
Total for Budget Account: 4205			0	0	420,380	45,400

Schedule Selection E: EITS Schedule

Budget Account: 4205 DCNR - STATE HISTORIC PRESERVATION OFFICE										
Catg	GL Acct	Unit of Measure	IT Service	Actual Quantity	Year 1 Quantity	Year 1 Rate	Amount	Year 2 Quantity	Year 2 Rate	Amount
E226	EFFICIENT AND RESPONSIVE STATE GOVERNMENT									
36	7289	PHONE LINE AND VOICEMAIL	PER LINE PER MONTH	0	18	11.47	206	24	10.39	249
36	7533	EMAIL SERVICE	PER ACCOUNT PER MONTH	0	18	14.57	262	24	14.56	349
36	7545	VPN SECURE LINK (FY18-19 REV COST POOL)	PER CONNECTION PER MONTH	0	18	9.73	175	24	9.73	234
Total for Decision Unit: E226				0			643			832
Total for Budget Account: 4205				0			643			832

Schedule Selection F: Fleet Services Vehicles Schedule

Budget Account: 4205 DCNR - STATE HISTORIC PRESERVATION OFFICE										
Catg	Region	Vehicle Type	License	Description	Year 1 Est. Miles	Year 1 # Months	Total	Year 2 Est. Miles	Year 2 # Months	Total
E226	EFFICIENT AND RESPONSIVE STATE GOVERNMENT									
36	CARSON CITY	SPECIALTY	TBD	SUV	700	8	3,309.92	700	12	4,433.64
Total for Decision Unit: E226							3,309.92			4,433.64
Total for Budget Account: 4205							3,309.92			4,433.64

Schedule Selection G: Equipment Schedule

Budget Account:		4205 DCNR - STATE HISTORIC PRESERVATION OFFICE							
Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E226		EFFICIENT AND RESPONSIVE STATE GOVERNMENT							
36	7771	SOFTWARE-ADOBE ACROBAT	0	2	2	175.00	175.00	350	350
36	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	0	2	0	330.00	330.00	660	0
36	8241	OFFICE FURNITURE-SECRETARIAL *** ENTIRE UNIT ***	0	2	0	2,336.00	2,336.00	4,672	0
36	8370	HARDWARE-PRINTER NETWORK LASER JET COLOR HVY DTY	0	2	0	5,310.00	5,310.00	10,620	0
36	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	0	2	0	1,355.00	1,355.00	2,710	0
36	8371	HARDWARE-FLAT PANEL MONITOR 19"	0	2	0	172.00	172.00	344	0
36	7460	WORKSTATION	0	2	0	1,520.00	0.00	3,040	0
Total for Decision Unit: E226				14	2			22,396	350
Total for Budget Account: 4205				14	2			22,396	350

State of Nevada - Budget Division
Statewide View of BAV Schedules
2017-2019 Biennium (FY18-19)
W02 BDR 33-515

Schedule Selection I: Building Rent Non-Building & Grounds Schedule

Budget Account:		4205 DCNR - STATE HISTORIC PRESERVATION OFFICE												
Catg	Address	City	Lessor	B&G Asses	Type of Space	Sq. Ft	Year1 #Mo	Year1 #Rate	Year1 Rent	Year1 P&C Ins	Year2 #Mo	Year2 #Rate	Year2 Rent	Year2 P&C Ins
E226	EFFICIENT AND RESPONSIVE STATE GOVERNMENT													
36	901 S STEWART STREET	CARSON CITY	B&G-COPS	N	OFFICE	128	9	11.87	13,677	1	12	11.87	18,235	1
36	901 S STEWART STREET	CARSON CITY	B&G-RENT	N	OFFICE	128	9	0.64	737	1	12	0.64	983	1
Total for Decision Unit: E226									14,414	2			19,218	2
Total for Budget Account: 4205									14,414	2			19,218	2

Renovation and Addition to the Computer Facility

Project No. 03-C10

Archaeological Treatment for Historic Site Per SB244 Section 30.5

\$ 124,817	Backhoe test trench	
	Create Retrieval Plan	
	Excavation	
	Laboratory Processing	
	Cataloging	
	Analysis of features and artifacts	
	Curation of artifacts	Annual Inflation Allowance 3%
	Professional report for future scholars	
		2005 \$ 205,064.76
Professional Services		2006 \$ 211,216.70
\$ 10,000		2007 \$ 217,553.20
	Archeological Consulting Services	2008 \$ 224,079.80
\$ 1,725		2009 \$ 230,802.19
	Testing Plan	2010 \$ 237,726.26
\$ 22,650		2011 \$ 244,858.05
	Implementing testing plan	2012 \$ 252,203.79
\$ 1,900		2013 \$ 259,769.90
	Data Retrieval Plan	2014 \$ 267,563.00
\$ 38,000	Site Mitigation	2015 \$ 275,589.89
		2016 \$ 283,857.59
Total Project Cost in 2004	\$ 199,092	2017 \$ 292,373.31

Workers Compensation Volunteer Worksheet

9452-Inmates, NOC

What was the **quarterly** payroll (enter total dollar amount)

Divided by 100

Times 2.37

\$ -

\$ -

Amount: \$ -

7704-Inmates Firefighters

What was the **quarterly** payroll (enter total dollar amount)

Divided by 100

Times 2.37

\$ -

\$ -

\$ -

Amount: \$ -

7711-VFD - \$2,000 Deemed Wage

Enter number of volunteers for the first month (whole numbers only)

0

Enter number of volunteers for the second month (whole numbers only)

0

Enter number of volunteers for the third month (whole numbers only)

0

Sub Total

0

Times 20 (2,000/100)

0

Times 2.37

\$ -

Amount: \$ -

7711-Civil Air Patrol - \$600 Deemed Wage

Enter number of volunteers for the first month (whole numbers only)

0

Enter number of volunteers for the second month (whole numbers only)

0

Enter number of volunteers for the third month (whole numbers only)

0

Sub Total

0

Times 6 (600/100)

0

Times 2.37

\$ -

Amount: \$ -

9452-Court Appointed Workers (CAW) - \$50 Deemed Wage

Enter number of CAW's for the first month (whole numbers only)

0

Enter number of CAW's for the second month (whole numbers only)

0

Enter number of CAW's for the third month (whole numbers only)

0

Sub Total

-

times .5 (50/100)

-

times 2.37

\$ -

Amount: \$ -

9452-Volunteers, NOC (Social Work Interns)

Enter number of volunteers for the first month (whole numbers only)

0

Enter number of volunteers for the second month (whole numbers only)

0

Enter number of volunteers for the third month (whole numbers only)

0

Sub Total

0

times 1 (100/100)

\$ -

times 2.37

\$ -

Amount: \$ -

Workers Compensation Volunteer Worksheet

9452-Board/Commission Members (Non-paid) - \$250 Deemed wage

Enter number of board members for the first month (whole numbers only)	4		
Enter number of board members for the second month (whole numbers only)	4		
Enter number of board members for the third month (whole numbers only)	4		
Sub Total	12		
times 2.50 (250/100)	30		
times 2.37		\$ 71.10	
		Amount:	\$ 71.10

9452- Legislators when in non-paid status - \$2,000 deemed wage

Total number of legislators (63)	0		
times 3 (months)	0		
times 20 (2000/100)	0		
times 2.37		\$ -	
		Amount:	\$ -

9452-Vocational Rehabilitation Trainees - \$200 deemed wage

Enter number of trainees for the first month (whole numbers only)	0		
Enter number of trainees for the second month (whole numbers only)	0		
Enter number of trainees for the third month (whole numbers only)	0		
Sub Total	0		
times 2 (200/100)	0		
times 2.37		\$ -	
		Amount:	\$ -

9452-Volunteers at Mental Health Institutions - \$350 deemed wage

Enter number of volunteers for the first month (whole numbers only)	0		
Enter number of volunteers for the second month (whole numbers only)	0		
Enter number of volunteers for the third month (whole numbers only)	0		
Sub Total	0		
times 3.5(350/100)	0		
times 2.37		\$ -	
		Amount:	\$ -

9452-Federal Training Program Participants/Trainees - \$150 deemed wage (CWEP)

Enter number of trainees for the first month (whole numbers only)	0		
Enter number of trainees for the second month (whole numbers only)	0		
Enter number of trainees for the third month (whole numbers only)	0		
Sub Total	0		
times 1.5 (150/100)	0		
times 2.37		\$ -	
		Amount:	\$ -

9452-Volunteers - \$100 deemed wage

Enter number of volunteers for the first month (whole numbers only)	0		
Enter number of volunteers for the second month (whole numbers only)	0		
Enter number of volunteers for the third month (whole numbers only)	0		
Sub Total	0		
times 2.37		\$ -	
		Amount:	\$ -

Workers Compensation Volunteer Worksheet

Total Due Risk Management (BA #1352) \$ 71.10

Please forward payment to Risk Mgt. via check or billing claim using the following account information:

Fund: 715

Agency: 085

Org: 52WC

Appropriation unit: 135200

Revenue: 4324

Please identify your agency on the check or billing claim. Thank you!

AIA Document C142 - 1997

Abbreviated Standard Form of Agreement Between Architect and Consultant to be used in conjunction with a Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-fourth day of October in the year Two Thousand Three
(In words, indicate day, month and year)

BETWEEN the Consultant's client identified as the Architect:

(Name, address and other information)

Lundahl & Associates
9444 Double R Blvd. Suite B
Reno, Nevada 89521

and the Consultant:

(Name, address and other information)

Kautz Environmental Consultants, Inc.
5200 Neil Road, Suite 200
Reno, Nevada 89502

Consultant's Discipline or Services:

Archeological Consulting

The Architect has made an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner:

(Name, address and other information)

Nevada State Public Works Board
Kinhead Building, Room 301
505 East King Street
Carson City, Nevada 89701

Dated: Undated until after Board of Examiners' meeting in mid-November 2003.

(In words, indicate month, day and year of the Owner-Architect Agreement)

For the following Project:

(Include detailed description of Project, location, address and scope.)

Project No. 03-C10, Addition and Renovation to the Computer Facility, Department of Information Technology, 575 Third Street, Carson City, Nevada

The Architect and the Consultant agree as follows.

ARTICLE 1 DESCRIPTION OF SCOPE

The Consultant shall provide the Architect with all services necessary to complete the following professional services in the same manner and to the same extent as the Architect is bound by the Prime Agreement to provide such services for the Owner.

(Describe the type of consulting services applicable to the professional discipline.)

ARTICLE 2 GENERAL PROVISIONS

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ABBREVIATED ARCHITECT-
CONSULTANT AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

2.1 A copy of the Architect's agreement with the Owner, known as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

2.2 The part of the Project for which the Consultant is to provide services is hereinafter called This Part of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other part of the Project.

2.3 The Consultant is an independent contractor for This Part of the Project, responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Architect.

2.4 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the Owner or Architect, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's subconsultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner or Architect.

2.5 Except with the Architect's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

2.6 The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect for the Project as necessary for the coordination of This Part of the Project. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall designate, when necessary, a representative authorized to act on behalf of the Consultant with respect to This Part of the Project.

3.2 The Consultant's services shall be coordinated with those of the Architect and other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of their services.

3.3 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants for coordination and review during the course of the Project. All aspects of the Work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall become familiar with the Work designed by the Architect and other consultants as necessary for the proper coordination of This Part of the Project.

3.4 The Consultant shall cooperate with the Architect in determining the proper share of the budget for the Cost of the Work to be allocated to This Part of the Project.

3.5 ~~The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work.~~ To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold the Architect harmless from and against all claims, damages, liability, awards, judgements, losses and expenses of any nature, including but not limited to attorneys' fees and expert fees, arising directly or indirectly, in whole or in part, from any alleged act or omission relating to the performance or nonperformance of the services expressed or implied for This Part of



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ABBREVIATED ARCHITECT-
CONSULTANT AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

the Project. The Consultant shall indemnify the Architect regardless of whether such act or omission is active or passive and whether the claim or loss is alleged to be caused in some part by the Architect, provided however, that the Consultant shall not be obligated to indemnify the Architect for the Architect's sole negligence or willful misconduct. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of express, implied or equitable indemnity which exist in favor of the Architect.

3.6 Other services shall be provided if authorized or confirmed in writing by the Architect.

ARTICLE 4 ARCHITECT'S RESPONSIBILITIES

4.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Part of the Project. The Architect shall furnish to the Consultant, within 21 days after receipt of a written request, information necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.

4.2 The Architect may designate a representative authorized to act on the Architect's behalf with respect to This Part of the Project. The Architect or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

4.3 If the Consultant considers it necessary for This Part of the Project, the Architect shall request that the Owner furnish the services of other consultants when such services are reasonably required by the scope of the Project, including those enumerated in the Prime Agreement.

4.4 The Architect shall review the Consultant's work for compliance with the Owner's program and for overall coordination with the architectural and engineering requirements.

ARTICLE 5 TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

5.2 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.3 This Agreement may be terminated by the Architect upon not less than seven days' written notice to the Consultant for the Architect's convenience and without cause.

5.4 Unless the termination is the fault of the Consultant, the Consultant shall be compensated as listed in the Prime Agreement for all services performed prior to receipt of written notice from the Architect of such termination in accordance with Paragraph 7.4 as the Consultant's sole remedy.

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ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 This Agreement and the terms and conditions of the Prime Agreement represents the entire and integrated agreement for This Part of the Project between the Architect and Consultant and may be amended only by written instrument signed by both Architect and Consultant. In the event there is a direct contradiction between the terms and conditions specified in this Agreement and the Prime Agreement, those in the Prime Agreement shall control.

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6.2 To the extent damages are covered by property insurance during construction, the Architect and Consultant waive all rights against each other and against the Owner, contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date identified in the Prime Agreement. The Consultant or the Architect, as appropriate, shall require of the Owner, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

6.3 The Consultant's Instruments of Service, which include drawings, specifications and other documents prepared by the Consultant, are for use solely with respect to this Project, and unless otherwise provided, the Consultant shall be deemed the author and owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights until the Consultant is paid for such Instrument of Services in accordance with Paragraph 7.4 at which time all rights and copyrights shall be granted to the Architect. Upon execution of this Agreement, and prior to final payment in accordance with Paragraph 7.4, the Consultant grants to the Architect a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of constructing, using and maintaining the Project.

6.4 Prior to the Consultant providing to the Architect any Instruments of Service in electronic form or the Architect providing to the Consultant any electronic data for incorporation into the Instruments of Service, the Architect and the Consultant shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

6.5 ~~If required by the Architect, the~~ The Consultant shall obtain insurance covering claims arising out of the performance of professional services under this Agreement and caused by the errors, omissions or negligent acts for which the Consultant is liable. The Consultant shall maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of the applicable statutes of limitations. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force by the Consultant for a reasonable period after the date of Substantial Completion of the Project as agreed to by the Architect and Consultant.

6.6 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

6.7 Demands for mediation and arbitration may be filed simultaneously and shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation or arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that arbitration is commenced by the Consultant against the Architect, the Consultant agrees that such demand for arbitration must be filed with

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the Architect and the American Arbitration Association within one (1) year from completion of the Consultant's services under this Agreement which shall be deemed to be not later than the date of Substantial Completion, upon substantial completion of Consultant's services, or upon termination of Consultant's services, whichever is earlier. The Consultant's failure to file a demand for arbitration within such time frame shall be deemed a waiver and release of any claims the Consultant may have against the Architect which are not set forth in the demand.

6.8 An arbitration arising out of or related to this Agreement may be consolidated with an arbitration between the Architect and any other person or entity if such arbitration involves common issues of fact relating to the performance by the Consultant of the Consultant's obligations under this Agreement.

6.9 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.10 The Architect and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 5.

6.11 The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties agree to allow a court of competent jurisdiction to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, trustors, trustees, insurance carriers, beneficiaries, predecessors, successors, members, and agreed upon assigns, provided however, that the Consultant's sole and exclusive remedy for any claim or demand against the Architect shall be asserted only against the Architect, a Nevada corporation, and not against any of the Architect's individual owners, employees, officers or directors personally.

6.13 Time is of the essence. The Consultant shall diligently perform its Work in accordance with the Architect's progress schedule approved by the Owner in accordance with the Prime Agreement and shall coordinate its work with the Architect, and all other consultants on the Project so as not to delay or damage their services or work on the Project. The Consultant recognizes that changes may be made in the schedule of Work and agrees to comply with such changes without additional compensation. In the event that the Consultant is delayed in performing its Work for reasons which the Consultant is not responsible for and which could not have been reasonably foreseen, the Consultant's sole remedy shall be an extension of time to complete the Work equal to the number of days that the Architect, in its sole discretion, determines was caused by the delay which the Consultant was not responsible for and which could not have been reasonably foreseen. If the Consultant fails to perform its Work in accordance with the Architect's schedule, the Architect in its sole discretion and without limiting its remedies, may require the Consultant to provide additional work forces, overtime and additional shifts to expedite the Consultant's Work to meet the progress schedule at the Consultant's

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sole expense. The Consultant shall defend, indemnify and hold the Architect harmless from and against all claims, damages, losses and expenses of any nature, including but not limited to attorneys' fees, arising directly or indirectly from performance or nonperformance of the Consultant's Work in accordance with the Architect's schedule. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist in favor of the Architect.

ARTICLE 7 BASIS OF COMPENSATION

The Architect shall compensate the Consultant as follows:

7.1 For services, as described in the Prime Agreement and other services included in Article 9, compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify services to which particular methods of compensation apply, if necessary.)

Basic Services fee of ten thousand dollars (\$10,000) for Archeological Consulting Services per the Consultant's proposal dated 17 September 2003. This fee will be adjusted as required and approved by the Nevada State Public Works Board to comply with the requirements of State Historic Preservation Office.

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7.1.1 The Consultant acknowledges and warrants that it has physically inspected the project site and has inspected and examined all the plans, drawings, specifications and applicable codes and regulations, for the entire scope of work covered by this Agreement, which are incorporated herein by reference, and is satisfied as to the conditions, character, quantity and quality of the services to be done for the price set forth in paragraph 7.1. The price set forth in Paragraph 7.1 is based upon the Consultant's independent investigations and analysis of the services required and not based upon any representations by the Architect. Any failure of the Consultant to ascertain the conditions and requirements of the services required for This Part of the Project will not relieve the Consultant from its responsibility to properly complete the services for This Part of the Project without additional expense.

7.2 COMPENSATION FOR OTHER SERVICES

7.2.1 For other services of the Consultant, as described in the Prime Agreement as a Change in Services or Additional Services, compensation shall be computed as follows:

(Insert basis of compensation, including rates or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

One (1) times Direct Personnel Expense.

The Consultant agrees that it will not proceed with any work that it considers to be an "extra," "modification" or "change" to the Consultant's services without the prior written authorization, by way of a Change Order issued by the Architect. Should the Consultant proceed with any additional work without such prior written authorization, such work performed or materials supplied shall be considered to be done at no charge to the Architect. The Architect shall pay the Consultant within ten (10) days after the Architect receives payment from the Owner for such Change Order.

7.2.2 For other services of subconsultants for other than normal consulting services for This Part of the Project, a multiple of one (1) times the amounts billed to the Consultant for such services.

(Identify specific types of subconsultants in Article 9, if required.)

7.3 REIMBURSABLE EXPENSES

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For Reimbursable Expenses, as described in the Prime Agreement, a multiple of one (1) times the expenses incurred by the Consultant, the Consultant's employees and subconsultants directly related to the Project.

7.4 PAYMENT PROVISIONS

(Insert provisions as to conditions, contingencies, times, manner and other particulars concerning payments, including any provisions for the payment of interest.)

Consultant shall be paid within ten (10) days after receipt of payment for Consultants' Services by Architect from Owner.

7.4.1. The Consultant shall invoice the Architect on a progress basis in accordance with the Prime Agreement.

7.4.2. No payment made to the Consultant shall be construed to be an acceptance by the Architect of defective services, work, or materials, and no payment, except the final payment, shall be evidence of completion of the Consultant's Work.

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ARTICLE 8 INSURANCE COVERAGES

(After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required.)

To be the same as those in the Prime Agreement.

ARTICLE 9 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services and modifications to the payment and compensation terms included in this Agreement.)

9.1 Governing Law, Forum Selection and Time to Commence an Action. This Agreement shall be governed by the laws of the State of Nevada. In an effort to resolve any conflict arising out of or relating to this Agreement, or the breach thereof, the parties agree to submit all disputes or controversies to nonbinding mediation to try in good faith to settle the dispute before resorting to arbitration, litigation, or some other dispute resolution technique, unless the parties mutually agree otherwise. In the event that litigation is instituted by the Consultant against the Architect, the Consultant agrees that such litigation must be commenced within one (1) year from completion of the Architect's Scope of Services under this Agreement which shall not be later than sixty (60) days after filing of a Notice of Completion for the Project, or upon termination of the Architect's work, whichever is earlier. The Consultant agrees that such litigation must be brought and tried in the judicial jurisdiction of the courts of the County of Washoe, State of Nevada. The parties hereto agree to waive the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction, except for actions which are required by statute to be brought in a specific venue, such as enforcement of mechanic's liens. The Architect and the Consultant agree to submit to personal jurisdiction in the courts of the County of Washoe, State of Nevada.



This Agreement entered into as of the day and year first written above.

ARCHITECT *(Signature)*

Jeffrey A. Lundahl

(Printed name and title)

CONSULTANT *(Signature)*

Robert R. Kautz, CEO

(Printed name and title)

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RECEIVED

SEP 19 2003

LUNDAHL & ASSOCIATES

September 17, 2003

Todd B. Lankenau
Senior Project Manager
Lundahl & Associates
9444 Double R Blvd., Ste. B
Reno, NV 89511

Dear Todd:

The following is a review of the phased activities we have discussed over the phone regarding the addition planned for the State of Nevada Department of Information Technology in Carson City and how we might anticipate and avoid archaeological complications that might be involved. Following our initial discussion, and upon your advice, I contacted Ms. Rebecca Palmer of the State Historic Preservation Office (SHPO) who concurred with the following cultural resources strategy.

Phase I, Define the Resource, Testing Plan

A testing phase will be required to define what, if anything, might be below the asphalt of the two additions. We will need a Testing Plan with a cultural context to submit to the SHPO for their concurrence along with a Literature Search for the immediate area. I estimate it will cost approximately \$1,725 to complete this plan. I estimate it would take several weeks to complete this phase and turn it in to SHPO.

Phase II, Construction Site Testing

Following SHPO approval, the next step is to implement the Testing Plan. This can be accomplished by stripping the asphalt and/or concrete from the areas to be impacted by construction and by implementing the sampling strategy as outlined in the Testing Plan. I'm fairly certain this could be accomplished within about two weeks following the removal of the asphalt. A report would be prepared describing the results of this phase of work with recommendations regarding further work, if any is necessary. The report might take a month to complete, though we may prepare a "preliminary" version if a conclusion is clearly indicated. The cost of this work is estimated to be between \$16,500 and 22,650. It is possible that lacking a cultural deposit, or if the deposit is completely demolished, that no further work would be recommended beyond that already accomplished. If further work is recommended, a Data Retrieval Plan would be the next step.

Phase III, Data Retrieval Plan

This plan would address all the work that would be required to extract the information deemed by ourselves and SHPO, to be adequate, given the nature of the cultural resource. This would probably take about two weeks to complete for submission to SHPO. I estimate it would cost about \$1,900 to complete this document.


Phase IV, *Archaeological Site Mitigation, Data Recovery*

Should this phase of work be required, it would involve the final activity prior to project construction. I suppose that this work would take between two to three weeks to complete. A reasonable budget for data recovery and the final report would be in the \$20,000 to 38,000 range, though at this stage it must remain an educated guess.

Please be aware that I have not budgeted for any of the heavy equipment that would be required to strip the asphalt and to trench the soil (backhoe) as this is usually picked up by the client since their costs are way below what we could negotiate for such a small job.

As I mentioned above, the SHPO is aware of the project and would undoubtedly cooperate as far as possible with potentially tight schedules. Nevertheless, its pretty late in the season and I recommend that the State proceed with all due speed. Please let me know if there is anything further we might do to help the State or yourselves prepare for this process, and know that you can call me at any time.

Sincerely,


Robert R. Kautz, Ph.D.
CEO

rrk/SC

VIA FAX, hard copy to follow

Z:\WP\ADMIN\PROPOSAL\599.wpd

KENNY C. GUINN
GOVERNOR

STATE OF NEVADA

DANIEL K. O'BRIEN, P.E.
MANAGER

Carson City Office:
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142



Las Vegas Office:
1830 East Sahara, Suite 204
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

PUBLIC WORKS BOARD

August 23, 2005

KAUTZ ENVIRONMENTAL CONSULTANTS
5200 NEIL ROAD SUITE 200
RENO NV 89502

RE: ARCHEOLOGICAL ANALYSIS AND PROFESSIONAL REPORT, Renovation
and Addition to the Computer Facility, Carson City
Project No. 03-C10

Enclosed please find your fully executed copy of PROFESSIONAL SERVICES
AGREEMENT for the referenced project.

Also attached is a copy of the invoice form which is to be used when submitting all future
pay requests. We will no longer process pay requests submitted on other forms and/or
invoices. **Please note our new Carson City address on this letterhead.**

A handwritten signature in cursive script that reads "Shari Hannah".

Shari Hannah
Administrative Assistant III

cc: Department of Information Technology
Craig DeFriez

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 9th day of August, 2005
between the State of Nevada, acting by and through its

State Public Works Board
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141

hereinafter referred to as the "Board or State", and

Kautz Environmental Consultants
5200 Neil Road, Suite 200
Reno, Nevada 89502
(775) 829-4411

hereinafter referred to as the "Consultant".

WITNESSETH

- 1) **Whereas**, the Board is duly authorized by Chapter 341 of the Nevada Revised Statutes to employ the Consultant to provide and perform the professional services required for **Project No. 03-C10, ARCHEOLOGICAL ANALYSIS AND PROFESSIONAL REPORT, Renovation and Addition to the Computer Facility, Carson City, Nevada**, hereinafter referred to as the "Project".
- 2) **Whereas**, the Consultant warrants that he is regularly licensed, as required by the Nevada Revised Statutes, to practice his profession in the State of Nevada and has not paid or agreed to pay to any State officer or employee any compensation, contingent or otherwise, either directly or indirectly, in the solicitation, procurement or execution of this agreement.

Now Therefore, in consideration of the mutual covenants and conditions herein provided, the Board does hereby employ the Consultant to perform the professional services and work required to satisfactorily complete the project and the Consultant agrees to expeditiously perform such required services and work. Further, the parties covenant and agree as follows:

ARTICLE 1 INCORPORATED DOCUMENTS

The parties hereto agree that the following documents, by this reference, are incorporated into and made a part of this agreement:

- 1) Consultant's proposal dated July 5, 2005

ARTICLE 2 OWNERSHIP AND USE OF DOCUMENTS

The parties agree that all designs, specifications, reports or other documents produced by the Consultant in the performance of this agreement are his property. The Consultant agrees that the Board has the exclusive right to use such documents.

ARTICLE 3 SUCCESSORS AND ASSIGNS

The parties agree that this agreement shall be binding upon the Board and upon the Consultant, his partners and successors. The Consultant shall neither assign, transfer nor delegate any rights, obligations, monies, or duties under this agreement without the prior written consent of the Board.

ARTICLE 4 NOTICES

It is agreed that any written notice shall be considered served when sent to either party by registered or certified mail to the addresses set forth in this agreement.

ARTICLE 5 MODIFICATION AND TERMINATION OF AGREEMENT

This agreement may be amended or terminated by mutual written consent of the parties hereto. The Board, however, specifically reserves to itself the right at any time to terminate this agreement seven (7) calendar days after having served the Consultant with a written notice of termination.

A breach of any of the warranted provisions concerning professional licenses, nondiscrimination or payments to State officers or employees as set forth in this agreement shall give the Board the right to terminate this agreement without further compensation or payment to the Consultant.

Upon termination, for other than a breach of a warranted provision, the Board shall make payments to the Consultant of all fees due but unpaid for services or work completed to the satisfaction of the Board. The making of such payments by the Board shall constitute a complete release of all the responsibilities of the Board under the terms of this agreement.

ARTICLE 6 FAIR EMPLOYMENT PRACTICES

Under the terms of this agreement, the Consultant warrants that he shall not discriminate nor allow discrimination against any employee nor application for employment based on race, color, religion, ancestry, sex, or national origin. The Consultant shall permit the Board access to his records of employment, employment advertisement, and other pertinent data relative to this provision for a period of seven (7) years after termination of this agreement.

ARTICLE 7 STATUTORY REQUIREMENTS

The Consultant agrees to comply with all applicable Nevada Revised Statutes.

This agreement shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE 8 TIME

Time shall be of the essence of this agreement, and the Consultant agrees to satisfactorily complete all professional services and work within the time limits established in the incorporated documents. Failure to comply with the time schedule set forth in this agreement may be determined to be cause for termination of this agreement. The Board will give consideration to requests for time extensions for delays beyond the Consultant's control.

ARTICLE 9 CLAIMS

Should any claim be brought, or action brought, either directly or indirectly relating to the Consultant's professional services or work under this agreement, the Consultant shall render to the Board without compensation any proper and necessary assistance which the Board may require, provided however, that if the claim is the result of action or negligence by the Board, the Consultant shall be reimbursed by the Board for any assistance he may be required to provide.

ARTICLE 10 INDEPENDENT CONTRACTOR

The parties agree that the Consultant is an independent contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Consultant is not a State employee and;

"There shall be no:

- 1) Withholding of income taxes by the State;
- 2) Industrial insurance coverage provided by the State;
- 3) Participation in group insurance plans which may be available to employees of the State;
- 4) Participation or contribution by either the independent contractor or the State to the Public Employees Retirement System;
- 5) Accumulation of vacation leave or sick leave; or

- 6) Unemployment compensation coverage provided by the State if the requirements of NRS 612.085 for independent contractors are met."

ARTICLE 11 BOARD APPROVAL

Approval by the Board of any documents, services, or work provided by the Consultant under the terms of this agreement shall not relieve the Consultant of responsibility for performing professional services in accordance with the reasonable and ordinary standards of care.

ARTICLE 12 PROFESSIONAL LIABILITY AND WORKER'S COMPENSATION INSURANCE

- a) Prior to proceeding with the services covered by this agreement, the Consultant shall submit proof of professional liability insurance in the amount of the fee or \$250,000, whichever is greater. The maximum limit is \$1,000,000, unless otherwise specified below in Article 13. The insurance shall cover the period of design and construction for the project.

A certificate of insurance shall be filed with the Board evidencing the required coverage. The certificate shall include a thirty (30) day written notice to the Board in the event of cancellation or material alteration of the coverage. The certificate shall also state that any coverage afforded the certificate holder shall apply as primary and not excess to any insurance issued in the name of the certificate holder. The certificate shall be filed with the Board within ten (10) days after execution of the agreement and prior to commencing any work under the agreement.

- b) The Consultant shall provide his employees worker's compensation insurance as required by NRS Chapter 616 and 617. A certificate evidencing coverage shall be filed with the Board within ten (10) days after execution of the agreement and prior to commencing any work under the agreement.
- c) The Board is not liable for the payment of any premiums, deductible, or any assessments on any insurance policies purchased by the consultant.

ARTICLE 13 AGREEMENT MODIFICATIONS

The parties hereto agree to the following modifications to this agreement and its incorporated documents:

NONE

ARTICLE 14 FEE

The Board agrees to pay to the Consultant as full compensation for the full and faithful performance of all professional services and work required by this agreement the total sum of **THIRTY-ONE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$31,860.00)**.

Such fee shall be due and payable as set forth in the incorporated documents upon satisfactory completion of the various phases and the receipt of the Consultant's written request for payment. No additional monies, fees, or compensation shall be paid by the Board without an approved written modification to this agreement.

Upon acceptance by the Consultant of the final fee payment under the terms of this agreement, as it may be modified by endorsement(s), the Consultant waives any and all claims for any additional fees under this agreement.

ARTICLE 15 SCOPE OF AGREEMENT

This agreement constitutes the entire agreement between the parties, and may be modified only by a written endorsement signed by the parties.

In Witness Whereof, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.

[illegible]

Owner

State of Nevada
Public Works Board

By 

Print Daniel K. O'Brien, P.E.

Title Manager

Date 7-26-05

Consultant

Kautz Environmental Consultants
5200 Neil Road, Suite 200
Reno, Nevada 89502

By 

Print Robert R. KAUTZ

Title President

Date 7/18/05

Tax I.D. # 88-0310755

APPROVED AS TO FORM ONLY

BRIAN SANDOVAL

Attorney General, State of Nevada

By 

Deputy Attorney General

Dated 7/21/05

BOARD OF EXAMINERS

By 

This agreement is not effective until and unless
approved by the Board of Examiners.


Dated 8-9-05

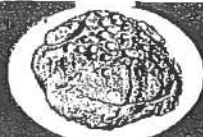
Distribution:

Original, SPWB
Consultant
Using Agency

Authorization:

Chapter 512 Sections 1.7 & 4.1
2003 Statutes of Nevada
Fund Code No. 410-1595-07
Project No. 03-C10

ACCOUNT CODES VERIFIED AND POSTED
BY V. Hollingsworth DATE: 7-13-05 GL # 8166B
FUND AVAILABILITY VERIFIED
BY V. Hollingsworth DATE: 7-13-05
APPROVED PROFESSIONAL SERVICES
BY  DATE: 7-25-05



RECEIVED

JUL 07 2005

July 5, 2005

STATE
PUBLIC WORKS BOARD

Mr. Craig M. DeFriez
Project Manager/Structural Engineer
Nevada State Public Works Board
515 E. Musser Street, Ste. 102
Carson City, NV 89701

Dear Mr. DeFriez:

Please accept the following proposal and budget to complete the archaeological project connected with the modifications to the Nevada State Computer Facility, Department of Information Technology, 575 Third Street, Carson City, Nevada. As you are aware, this project began for our firm when we were asked to support Mr. Todd Lankenau, Senior Project Manager and Architect at Lundahl & Associates (Lundahl), by testing the soils beneath the existing parking lot for possible evidence of Overseas Chinese occupation. We were engaged in this effort because employees of the facility and nearby neighbors had noted the presence of historic-aged objects during prior undertakings in the immediate area and had protested when no effort had been expended to professionally evaluate and interpret those remains.

Accordingly, my firm was subcontracted by Lundahl in September 2003, to prepare a trenching plan and test the parking lot across the street from the facility as well as the parking lot within the facility. The large lot across the street yielded very little from below the surface that was of interest, however, the area that, at that time, was covered by asphalt, was subsequently found to contain a number of features that could be directly related to the area's former function, that of serving as a portion of Carson City's "Chinatown." At my recommendation, the site was evaluated as "significant" and therefore eligible for nomination to the National Register of Historic Places, an evaluation that was in agreement with a review of our work by the Nevada State Office of Historic Preservation (SHPO).

As Todd Lankenau was preparing for the actual construction, he asked me to prepare an *Historic Data Retrieval Plan* to deal with the affect of the construction on the significant site. I would also like it on the record that throughout this testing and mitigation process, my firm was required to pay the costs of a number of activities that, in my experience, are borne by the project proponent. Namely we were required to pay all costs for the heavy equipment, the disposal of the overburden, and the soil compaction reports regarding the backfill.

I was told that \$100,000 could be used for that phase of our project, but funds were frozen after we had expended only \$92,957. For that amount, we accomplished the following: a) we used a backhoe to test trench beneath the two blocks immediately adjacent to the computer center, b) we reported on our findings, evaluated the site, and created a data retrieval plan in coordination with the Nevada SHPO, c) we conducted an intensive excavation lasting a month at the site, d) we laboratory

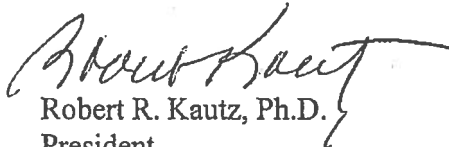
processed the entire artifact assemblage to Nevada State Museum standards, and e) we catalogued the entire collection while entearing it into a standard dBase format.

Tasks that remain to be accomplished include an analysis of the features and artifact remains recovered from Carson City, curation of the artifacts, and the creation of a professional report to make this information available to Nevada scholars in future. Without the professional report, the artifacts on the shelves at the Museum are practically worthless as they lack a context which creates a framework within which we can understand them.

I believe a larger issue is at stake here, as well. That is, that there are several "publics" for whom a history is largely unwritten in this state. One of the most important of these constituencies is the Asian population who, with few exceptions, have been ignored by scholars of the State's history. I further believe that it is very important that the state agency that is responsible for the inadvertent destruction of this important site, take responsibility for its thorough documentation.

I have included herein several letters of support for this effort from Mr. Ron James the Nevada State Historic Officer and Dr. Eugene Hattori, Curator of Anthropology at the Nevada State Museum. I have also included an itemized budget for the amount of \$31,860, to complete the several tasks outlined above. Thank you for your consideration.

Sincerely,


Robert R. Kautz, Ph.D.
President

RRK/sc

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**Carson City Chinese
Analysis and Report Production
Proposal 756**

	Rate	Hours	Number	Extension
I. Analysis.				
Project Manager (Kautz)	\$125	16	1	\$2,000.00
Field Supervisor (Risse, Kimball)	\$64	42	2	\$5,376.00
GIS Technician	\$62	36	1	\$2,232.00
Clerical	\$32	18	1	\$576.00
Art	\$42	8	1	\$336.00
Supplies	\$300	1	1	\$300.00
Subtotal				\$10,820.00
II. Report Preparation				
Project Manager (Kautz)	\$125	24	1	\$3,000.00
Field Supervisor (Risse, Kimball)	\$64	64	2	\$8,192.00
GIS Technician	\$62	32	1	\$1,984.00
Clerical	\$32	40	1	\$1,280.00
Art	\$42	24	1	\$1,008.00
Supplies	\$1,600	1	1	\$1,600.00
Subtotal				\$17,064.00
III. Administration				
Project Manager (Kautz)	\$125	4	1	\$500.00
Field Supervisor (Risse, Kimball)	\$64	8	2	\$1,024.00
Clerical	\$32	6	1	\$192.00
Curation Fees	\$540	1	4	\$2,160.00
Communication	\$100	1	1	\$100.00
Subtotal				\$3,976.00
Project Total				\$31,860.00

Celeste Arnold

From: Rebecca Palmer
Sent: Friday, March 10, 2017 9:15 AM
To: Celeste Arnold
Subject: FW: Cost Estimates for Mitigation

Rebecca Lynn Palmer
State Historic Preservation Officer
901 South Stewart Street, Suite 5004
Carson City NV 89701
(phone) 775.684.3443
please note my email is: rlpalmer@shpo.nv.gov



NEVADA
STATE HISTORIC
PRESERVATION OFFICE



From: Hockett, Bryan [<mailto:b50hocke@blm.gov>]
Sent: Monday, March 06, 2017 10:23 AM
To: Rebecca Palmer
Subject: Cost Estimates for Mitigation

Hi Rebecca -

Sorry for the late response - I was out of the office most of Friday.

I don't have a good sense of cost for mitigating architectural resources, but an average lithic scatter with average depth, I would use between 10-15k per site as a ball-park figure for mitigation.

Bryan.

Motor Pool Lease

2016	Compact	Per Mile	Intermediate	Per Mile	Premium	Per Mile	Specialty	Per Mile
Monthly	\$285.00	\$0.17	\$310.00	\$0.18	\$335.00	\$0.19	\$400.00	\$0.20
Yearly	\$3,420.00	\$1,428.00	\$3,720.00	\$1,512.00	\$4,020.00	\$1,596.00	\$4,800.00	na
2017	Compact	Per Mile	Intermediate	Per Mile	Premium	Per Mile	Specialty	Per Mile
Monthly	\$280.00	\$0.17	\$305.00	\$0.18	\$330.00	\$0.19	\$400.00	\$0.20
Yearly	\$3,360.00	\$1,428.00	\$3,660.00	\$1,512.00	\$3,960.00	\$1,596.00	\$4,800.00	\$1,680.00
	\$4,788.00		\$5,172.00		\$5,556.00		\$6,480.00	

Estimated cost per mile is based on minimum amount of miles to be driven in a year. (8400)

For 7 Months July-Jan

	6210	6215	6240	
Cat 02				
Cat 03	\$ 69.07	\$ -	\$ 69.00	\$ 138.07
Cat 14	\$ 33.94	\$ -	\$ 49.66	\$ 83.60
Cat 15	\$ 236.42	\$ -	\$ 385.83	\$ 622.25
Cat 16	\$ 124.09	\$ 187.74	\$ -	\$ 311.83
Cat 25	\$ 236.48	\$ 153.89	\$ 432.50	\$ 822.87
Cat 35			\$ 69.00	\$ 69.00
	\$ 700.00	\$ 341.63	\$ 1,005.99	\$ 2,047.62

FY 18 (6 months) \$5,364.00

FY 19 \$10,728.00

Future Biennia \$21,456.00

Compact	\$280x7	Total Current Vehicle Usage Cost based on all cats except 25
Cost for 7 months	\$1,995.00	\$ 1,224.75 This is a high estimate for 7 months usage. This includes daily motor pool, rental car and also includes some charges for Airport Parking...
Without mileage		
Premium for Cat 25		
Cost for 7 months	\$2,345.00	\$ 822.87
Without mileage		

The division offers a wide range of vehicles for state agencies to lease on a long term basis.

The fee structure is based on a monthly base fee, plus a mileage charge

The rate includes all costs associated with operating the vehicle

e.g., fuel, insurance, maintenance, etc., (exceptions: neglect, abuse, insurance deductible if the agency is found to be at fault in an accident).

To request a long-term assigned vehicle

[To request a long-term assigned vehicle, submit a MP-5 form to the Carson City office. Prior to submittal, please follow these steps.](#)

Review your agency's mission and the tasks you are trying to achieve by leasing a vehicle.

Focus on what the vehicle needs to do, where does it need to go, how many people does it need to transport?

Does it need any specialized equipment? For example a camper shell, tool box, lift gate, etc.

Do you really need four-wheel drive?

Does it need to be a specific color?

Click on the vehicle schedule link for a complete list of vehicle types offered.

Does the vehicle meet the utilization guidelines in SAM 1322?

[Please contact the division administrator for any questions or concerns at \(775\) 684-1880](#)