

AMENDMENT #1
COURT REPORTING RFQ 3001

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its

Various State Agencies

Monitored by: Department of Administration, Purchasing Division

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1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Qualification # 3001 and dated February 10, 2015 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The purpose of this amendment is to amend Section 6 - Contract Consideration to include the additional services offered by the Contractor.

Current Contract Language:

6. CONTRACT CONSIDERATION: The parties agree that Contractor will provide the services specified in paragraph five (5) **at a cost of \$35.00 per hour during regular hours of appearance 7am – 6pm, with a minimum of \$150.00; after hours charge of \$40.00 per hour for proceeding before 7am or after 6pm; \$150.00 cancellation charge w/o 24 hour notice; balance of miscellaneous fees as listed within Attachment AA, Court Reporter Rates. Travel expense will be reimbursed at the State of Nevada's travel rates, with installments payable by using agency within 30 days from receipt of invoice for a total contract payable not to exceed \$500,000.00.** The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. **The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

6. CONTRACT CONSIDERATION: The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$35.00 per hour during regular hours of appearance 7am – 6pm, with a minimum of \$150.00; after hours charge of \$40.00 per hour for proceeding before 7am or after 6pm; \$150.00 cancellation charge w/o 24 hour notice; balance of miscellaneous fees as listed within Attachment AA, Court Reporter Rates. **Transcriptions of Court Recording by Certified Court Reports: \$3.25 per page for Standard Delivery Certified and Un-Certified for UPS; \$4.50 per page for Second Day Delivery Certified and Un-Certified for UPS; \$5.45 per page for Next Day Delivery Certified and Un-Certified for UPS; no minimum charge per transcript for Certified and Un-Certified; \$2.90 per page for Standard Delivery for Certified and Un-Certified for Electronic Delivery; \$3.55 per page for Second Day Delivery for Certified and Un-Certified for Electronic Delivery; \$4.05 per page Next Day Delivery for Certified and Un-Certified for Electronic Delivery; no minimum charge per transcript for Certified and Un-Certified for Electronic Delivery.** Travel expense will be reimbursed at the State of Nevada's travel rates, with installments payable by using agency within 30 days from receipt of invoice for a total contract payable not to exceed \$500,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Changes to, Attachment CC: CONTRACTOR'S RESPONSE:

3.2.20 Additional Services

3.2.20.1 Vendors may propose additional services to be offered to the using agencies. Details regarding additional services and any associated costs must be included in proposal. Any costs not clearly defined will not be allowed.

The Agency will upload digitally recorded files to my FTP site. I will then provide a verbatim signed and certified transcription of the recorded hearing and return the transcript to the Agency via email in the format set forth by them.

3.2.20.2 Using agencies may request added services, as related to the Scope of Work, but not specifically defined in the RFQ. In the event added services are requested and contractor agrees to provide the services, contractor must present the using agency with any associated costs prior to the proceeding.

Associated costs are in Section 6 - Contract Considerations above, under amended contract language.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

Kooy Paulson 3-18-15 Court Reporter
Independent Contractor's Signature Date Independent Contractor's Title

Shannon Benz 03/26/15 Administrator, Purchasing Division
Greg Smith Date Title

Stacey Johnson for James R. Wells
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 4/3/15
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 20 Mar 15
Date

ATTACHMENT BB

INSURANCE SCHEDULE

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

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

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

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Department Representative's Name & Address)**.

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

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

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

All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.