



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

March 29, 2019

Rural Nevada Development Corporation
ATTN: Mary Kerner, CEO
1320 E. Aultman Street
Ely, Nevada 89301

Ms. Kerner:

The City Planning Commission met yesterday to consider the following item:

1. Chairman Peeler – Discussion/For Possible Action – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

A public hearing was held in regards to the proposed zoning reclassification of the property owned by your entity known as the Bristlecone Apartments and the comments were in favor of the action. The Planning Commission subsequently voted unanimously to reclassify the zoning for 1650 E. Aultman Street and 1690 E. Aultman Street to **R-M-50, Residential District**.

Please let this letter serve as the City of Ely's approval of the re-zoning of 1650 E. Aultman Street and 1690 E. Aultman Street to **R-M-50, Residential District**.

Sincerely,



Melody Van Camp
Mayor

INTEROFFICE MEMORANDUM

TO: GENERAL PUBLIC
FROM: CHARLES H. ODGERS, CITY ATTORNEY
SUBJECT: REORGANIZATION OF THE STREET DEPARTMENT BY
CONSOLIDATING WITH THE WATER/SEWER DEPARTMENT
DATE: MARCH 23, 2019

We recently learned that the Street fund is approximately \$50,000.00 expensed above what was budgeted for the current fiscal year. If we do nothing to stem this expense, the difference must come from the General Fund.

These are bargaining Unit Employees. Pursuant to Article 15, the City is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the City in all its various aspects pursuant to NRS 288.150 (5), which states:

The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation **in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.**

If approved, I am required to notify the employees and the Union, in writing of these changes. My recommendation is to reorganize the employees as follows:

1. Two crews consisting of a Water Distribution II Certified employee as the “senior” employee of each crew; one equipment operator on each crew and one Service Worker for each crew.
2. That starting with the first full pay period in April until the end of the first full pay period in October of each year, that the employees in this combined department be placed on a four day a week, ten (10) hour shift schedule, with one crew working Monday through Thursday, 7 am to 5:30 pm, with a one half hour unpaid lunch and the other crew working Thursday through Sunday, 7 am to 5:30 pm with a one half hour unpaid lunch. Crews and schedules will be determined based upon seniority as identified in Article 27 of the Collective Bargaining Agreement.
3. During the winter months, that the employees be assigned to work a 7 am to 3:30 pm shift, again with two crews, one working Monday through Friday and the other working Wednesday through Sunday.

4. By moving to two, three member crews and the modified work schedule in paragraphs 2 and 3 above, there will be a reduction in overtime.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
37	WESTERN ENVIRONMENTAL T	111182	WELL #5 TESTING	01/24/2019	125.80	125.80	03/21/2019
37	WESTERN ENVIRONMENTAL T	111898	WWTP CLARIFIER	02/26/2019	182.16	182.16	03/21/2019
37	WESTERN ENVIRONMENTAL T	112076	TERRACE/NORTH WELL TESTI	03/14/2019	75.40	75.40	03/21/2019
Total 37:					383.36	383.36	
42	AIRGAS	9960387241	RENT CYL MED XS OXYGEN	02/28/2019	8.96	8.96	03/21/2019
42	AIRGAS	9960387242	RENT CYL MED L/XS OXYGEN	02/28/2019	199.55	199.55	03/21/2019
Total 42:					208.51	208.51	
67	BUSINESS CONTINUITY TECHN	409574	MANAGED HYBRID CLOUD SER	03/01/2019	275.00	275.00	03/12/2019
67	BUSINESS CONTINUITY TECHN	409574	MANAGED HYBRID CLOUD SER	03/01/2019	275.00	275.00	03/12/2019
67	BUSINESS CONTINUITY TECHN	409574	MANAGED HYBRID CLOUD SER	03/01/2019	275.00	275.00	03/12/2019
67	BUSINESS CONTINUITY TECHN	409574	MANAGED HYBRID CLOUD SER	03/01/2019	275.00	275.00	03/12/2019
Total 67:					1,100.00	1,100.00	
615	DIRECTV	35991191159	SERVICE 3/4/19-4/3/19	03/05/2019	269.56	269.56	03/12/2019
Total 615:					269.56	269.56	
750	C & B AUTO	392540	BULB	02/13/2019	15.99	15.99	03/12/2019
750	C & B AUTO	393284	LED LIGHT CUBES/WIRING HA	02/19/2019	47.44	47.44	03/12/2019
750	C & B AUTO	393285	LED LIGHT CUBES/WIRING HA	02/19/2019	47.44	47.44	03/12/2019
750	C & B AUTO	393970	GLOVES	02/25/2019	9.99	9.99	03/12/2019
750	C & B AUTO	394082	TAILGATE HANDLE	02/26/2019	26.99	26.99	03/12/2019
750	C & B AUTO	394298	BLUE DEF 2.5 GAL	02/28/2019	33.98	33.98	03/12/2019
750	C & B AUTO	395081	20IN EXACTFITBLADE	03/06/2019	13.98	13.98	03/12/2019
750	C & B AUTO	395254	CAR WASH	03/08/2019	15.98	15.98	03/12/2019
Total 750:					211.79	211.79	
842	WHITE PINE COUNTY RECORD	3/15/19	LIEN APN:003-044-01	03/15/2019	35.00	35.00	03/21/2019
842	WHITE PINE COUNTY RECORD	3/15/19	LIEN RELEASE APN: 004-101-06	03/15/2019	35.00	35.00	03/21/2019
842	WHITE PINE COUNTY RECORD	3/15/19	LIEN RELEASE APN: 004-046-10	03/15/2019	35.00	35.00	03/21/2019
842	WHITE PINE COUNTY RECORD	3/15/19	LIEN RELEASE APN: 010-290-35	03/15/2019	35.00	35.00	03/21/2019
Total 842:					140.00	140.00	
850	CASELLE INC	93577	CONTRACT SUPPORT AND MAI	03/01/2019	364.00	364.00	03/12/2019
850	CASELLE INC	93577	CONTRACT SUPPORT AND MAI	03/01/2019	364.00	364.00	03/12/2019
850	CASELLE INC	93577	CONTRACT SUPPORT AND MAI	03/01/2019	364.00	364.00	03/12/2019
850	CASELLE INC	93577	CONTRACT SUPPORT AND MAI	03/01/2019	364.00	364.00	03/12/2019
Total 850:					1,456.00	1,456.00	
1110	CRACRAFT, MIKE	3-20-19	PHONE BILL 6MTHS 2018/3MTH	03/20/2019	60.00	60.00	03/21/2019
1110	CRACRAFT, MIKE	3-20-19	PHONE BILL 6MTHS 2018/3MTH	03/20/2019	60.00	60.00	03/21/2019
1110	CRACRAFT, MIKE	3-20-19	PHONE BILL 6MTHS 2018/3MTH	03/20/2019	60.00	60.00	03/21/2019
Total 1110:					180.00	180.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1750	GALE OIL	08659	FLAT REPAIR	02/26/2019	16.00	16.00	03/21/2019
1750	GALE OIL	08690	MILESTAR DRIVE 750	02/27/2019	1,300.00	1,300.00	03/21/2019
1750	GALE OIL	09021	Flat repair	02/12/2019	16.00	16.00	03/21/2019
Total 1750:					1,332.00	1,332.00	
2860	MICHAEL A CLARK TRUCKING I	378446	HYPOCHLORITE SOLUTIONS	03/01/2019	315.00	315.00	03/21/2019
Total 2860:					315.00	315.00	
3260	NEVADA JUDGES OF LIMITED J	2019 DUES	2019 DUES	02/06/2019	250.00	250.00	03/21/2019
Total 3260:					250.00	250.00	
3330	NEVADA STATE CONTROLLER	FEBRUARY 20	FEES-ADMINISTRATIVE-MUNI C	03/04/2019	2,164.00	2,164.00	03/21/2019
Total 3330:					2,164.00	2,164.00	
3660	OPERATING ENGINEERS LOCA	MARCH 2019	BELL, HAYES, JACKSON, MART	03/01/2019	245.00	245.00	03/21/2019
3660	OPERATING ENGINEERS LOCA	MARCH 2019	STORK	03/01/2019	64.00	64.00	03/21/2019
Total 3660:					309.00	309.00	
3940	PUBLIC EMPLOYEES RETIREM	FEBRUARY 20	PERS FEBRUARY 2019	03/15/2019	34,066.92	34,066.92	03/15/2019
Total 3940:					34,066.92	34,066.92	
4570	STERLING CODIFIERS	21918	SUPPLEMENT #19-ORDS 710 T	02/11/2019	706.00	706.00	03/21/2019
Total 4570:					706.00	706.00	
4790	BATTLE BORN MEDIA	E19-0301654	2ND READING OF ORDINANCE	03/01/2019	48.00	48.00	03/21/2019
4790	BATTLE BORN MEDIA	E19-0301991	H.W. F/T SERVICE WORKER	03/01/2019	27.50	27.50	03/21/2019
4790	BATTLE BORN MEDIA	E19-0301991	H.W. F/T SERVICE WORKER	03/01/2019	27.50	27.50	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307894	HEARING-REZONING FOR RND	03/07/2019	58.00	58.00	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307897	PRIMARY VOTER REGISTRATI	03/07/2019	104.00	104.00	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307906	H.W. CLERICAL ASSISTANT	03/07/2019	13.75	13.75	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307906	H.W. CLERICAL ASSISTANT	03/07/2019	13.75	13.75	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307906	H.W. CLERICAL ASSISTANT	03/07/2019	13.75	13.75	03/21/2019
4790	BATTLE BORN MEDIA	E19-0307906	H.W. CLERICAL ASSISTANT	03/07/2019	13.75	13.75	03/21/2019
4790	BATTLE BORN MEDIA	E19-0308679	BIDS-1998 CATERPILLAR LAND	03/08/2019	252.00	252.00	03/21/2019
Total 4790:					572.00	572.00	
6180	PICO, RICARDO M	041219	INTERPRETER	02/12/2019	658.00	658.00	03/21/2019
Total 6180:					658.00	658.00	
6590	LIFE-ASSIST INC	904116	AMBULANCE SUPPLIES	02/26/2019	492.68	492.68	03/21/2019
Total 6590:					492.68	492.68	
7700	ENERSPECT MEDICAL SOLUTI	43574	REUSABLE SP02 SENSOR ADU	03/06/2019	148.26	148.26	03/21/2019
Total 7700:					148.26	148.26	
8140	HINTON BURDICK PLLC	200322	MTH ACCT FEE/PAYROLL ASSI	02/28/2019	937.50	937.50	03/21/2019
8140	HINTON BURDICK PLLC	200322	MTH ACCT FEE/PAYROLL ASSI	02/28/2019	937.50	937.50	03/21/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
8140	HINTON BURDICK PLLC	200322	MTH ACCT FEE/PAYROLL ASSI	02/28/2019	937.50	937.50	03/21/2019
8140	HINTON BURDICK PLLC	200322	MTH ACCT FEE/PAYROLL ASSI	02/28/2019	937.50	937.50	03/21/2019
Total 8140:					3,750.00	3,750.00	
8700	THOMAS PETROLEUM LLC	2126174-IN	PROPANEUN1075; LIQUID PET	02/26/2019	570.34	570.34	03/21/2019
8700	THOMAS PETROLEUM LLC	2130182-IN	PROPANEUN1075;LIQUIFIED P	03/10/2019	477.65	477.65	03/21/2019
Total 8700:					1,047.99	1,047.99	
9140	NATIONAL BUSINESS FACTOR	FEBRUARY 20	COEFD6024C 4	02/01/2019	30.00	30.00	03/21/2019
Total 9140:					30.00	30.00	
9740	BASIN ENGINEERING CORPOR	1208057-79	WATER/SEWER-PROJECT MAN	02/27/2019	450.00	450.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	WATER/SEWER-P.E.	02/27/2019	1,750.00	1,750.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	WATER/SEWER-1 MAN CREW	02/27/2019	950.00	950.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	LANDFILL-WATER RIGHT TECH	02/27/2019	50.00	50.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	STREET-P.E.	02/27/2019	1,050.00	1,050.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	CITY HALL-PROJECT MANAGE	02/27/2019	650.00	650.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1208057-79	CITY HALL-P.E.	02/27/2019	100.00	100.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1712043-10	ENGINEERING	02/27/2019	1,865.00	1,865.00	03/21/2019
9740	BASIN ENGINEERING CORPOR	1712043-10	ENGINEERING	02/27/2019	1,865.00	1,865.00	03/21/2019
Total 9740:					8,730.00	8,730.00	
10070	WHITE PINE COUNTY TOURISM	PRIMARY ELE	RENTAL & DEPOSIT	03/13/2019	350.00	350.00	03/21/2019
Total 10070:					350.00	350.00	
10450	ELDRIDGE VETERINARY	37464	ERADIMITE	03/13/2019	13.00	13.00	03/21/2019
Total 10450:					13.00	13.00	
11143	LOU'S GLOVES	027043	THE SHADOW-X LRG GLOVES	02/11/2019	87.00	87.00	03/21/2019
11143	LOU'S GLOVES	027043	THE SHADOW-X LRG GLOVES	02/11/2019	87.00	87.00	03/21/2019
Total 11143:					174.00	174.00	
11801	PRAXAIR DISTRIBUTION	87802479	CYLINDER RENT-ACETYLENE/I	02/21/2019	25.30	25.30	03/21/2019
Total 11801:					25.30	25.30	
12967	FREEDOM MAILING SERVICES,	35474	ELY POSTCARD BILLS	03/02/2019	478.54	478.54	03/21/2019
12967	FREEDOM MAILING SERVICES,	35474	ELY POSTCARD BILLS	03/02/2019	478.54	478.54	03/21/2019
12967	FREEDOM MAILING SERVICES,	35474	ELY POSTCARD BILLS	03/02/2019	478.54	478.54	03/21/2019
Total 12967:					1,435.62	1,435.62	
11471	RELX INC DBA LEXISNEXIS	3091889958	ACCT 322368XJP	02/28/2019	120.00	120.00	03/21/2019
Total 114712:					120.00	120.00	
14171	HANKINS ALICIA	CASE #2017-D	TRANSCRIPTION SERVICE	03/01/2019	105.45	105.45	03/21/2019
Total 141711:					105.45	105.45	
14176	SOUTH FORK HARDWARE-ELY	32868	GAL CLOROX BLEACH	02/23/2019	21.96	21.96	03/21/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
14176	SOUTH FORK HARDWARE-ELY	33134	SPONGES	03/08/2019	9.08	9.08	03/21/2019
Total 141761:					31.04	31.04	
14177	NNRDA	2019-4	INTER-LOCAL SERVICE AGREE	03/11/2019	1,369.00	1,369.00	03/21/2019
Total 141771:					1,369.00	1,369.00	
14233	INTERNAL REVENUE SERVICE	CP161	88-6000192 UNPAID TAXES 9/30	03/11/2019	488.23	488.23	03/21/2019
Total 142331:					488.23	488.23	
14275	Andrew Hayes	11274	GAIN DETERGENT	03/18/2019	16.70	16.70	03/21/2019
14275	Andrew Hayes	3-18-19	SOAK N SUDS-BEDDING	03/18/2019	40.00	40.00	03/21/2019
14275	Andrew Hayes	CONFERENCE	ANIMAL CARE EXPO 2019	03/10/2019	1,263.34	1,263.34	03/21/2019
Total 142751:					1,320.04	1,320.04	
14286	WestNet	001901509	Internet Service	03/02/2019	138.00	138.00	03/21/2019
Total 142861:					138.00	138.00	
14353	PetEdge	1000639176	PET SUPPLIES	03/08/2019	122.76	122.76	03/21/2019
Total 143531:					122.76	122.76	
14354	GUYN, BRUCE	PATIENT#488	OVERPAYMENT-PATIENT OVE	02/18/2019	93.69	93.69	03/21/2019
Total 143541:					93.69	93.69	
14355	BECERRA, MAGDALENA	1-22-19	OVER PHONE INTERPRETATIO	01/22/2019	160.00	160.00	03/21/2019
Total 143551:					160.00	160.00	
14356	LAYLAND, KAY	3-14-19	CEMETERY PLOT REFUND	03/14/2019	500.00	500.00	03/21/2019
Total 143561:					500.00	500.00	
14357	RUNBECK ELECTION SERVICE	A003208	APRIL 2019 ELECTION BALLOT	03/05/2019	2,881.56	2,881.56	03/21/2019
14357	RUNBECK ELECTION SERVICE	A003212	APRIL 2019 SAMPLE BALLOTS	03/11/2019	6,246.61	6,246.61	03/21/2019
Total 143571:					9,128.17	9,128.17	
14358	SIDHU A NEVADA CORPORATI	1.3692.5	UTILITY ACCOUNT REFUND	03/18/2019	30.25	30.25	03/21/2019
14358	SIDHU A NEVADA CORPORATI	1.3692.5	UTILITY ACCOUNT REFUND	03/18/2019	30.26	30.26	03/21/2019
14358	SIDHU A NEVADA CORPORATI	1.3692.5	UTILITY ACCOUNT REFUND	03/18/2019	30.25	30.25	03/21/2019
Total 143581:					90.76	90.76	
14359	STATE OF NEVADA DEPT OF P	49525	FINGER PRINTS	03/01/2019	211.50	211.50	03/21/2019
Total 143591:					211.50	211.50	
Grand Totals:					74,397.63	74,397.63	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

ELY CITY COUNCIL MEETING

PLEASE NOTE: THE COUNCIL MEMBERS MAY ADDRESS AGENDA ITEMS OUT OF SEQUENCE, COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, REMOVE AN ITEM OR DELAY DISCUSSION AT ANY TIME TO ACCOMMODATE PERSONS APPEARING BEFORE THE COUNCIL OR TO AID IN THE EFFICIENCY AND EFFECTIVENESS OF THE MEETINGS.

March 28, 2019 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

2. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General public.** “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. Mayor – Discussion/For Possible Action – Approval of Agenda, including removal of agenda items.

4. CITY DEPARTMENT REPORTS

- FIRE CHIEF
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- DEPUTY CITY CLERK
- CITY ATTORNEY
- CITY PARKS/CEMETERY/RECYCLING LEADMAN
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL
[MAYOR](#)

6. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.

1. Chairman Peeler – Public Hearing – [Discussion Only](#) – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

7. DISCUSSION/POSSIBLE ACTION ITEMS PERTAINING TO THE PUBLIC HEARING.

1. Chairman Peeler – [Discussion/For Possible Action](#) – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE CITY PLANNING COMMISSION.

1. Chairman Peeler – Buzz Rosevear, PLS, *Basin Engineering* Survey Manager – [Discussion/For Possible Action](#) – Approval of Parcel Map for property located at East Ely Park Addition: Park Avenue and Avenue M east of Seventeenth Street East, owned by White Pine County Commission.
2. Chairman Peeler – [Discussion/For Possible Action](#) – Approval of Home Occupation permit to Steve Saunders to conduct a Firearms Dealer business, d.b.a. *Hey Caribou Firearms* located at 795 Avenue I, Ely, Nevada.

9. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA (These items may be approved in one motion by the Council as its first action of business under For Discussion/Possible Action items.) Approval of the Consent Agenda approves each of these items. Council Members may remove any item from the Consent Agenda by notifying the Mayor or Mayor pro tem.

MOTION: Move to approve the Consent Agenda item 9A-1 Minutes and 9A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.

- [January 28, 2019](#)
- February 14, 2019
- February 28, 2019

2. Discussion/For Possible Action –Bills.

- [March 21, 2019](#)

B. NEW BUSINESS

1. Council Members – City Attorney Odgers – Discussion/For Possible Action – Approval of the bid specifications for the building to be constructed at the shotgun range pursuant to the sub-grant agreement with NDOW.

2. Councilman Carson – [Discussion/For Possible Action](#) – Approval of First Reading of Ordinance 720, Bill No. 2019-03, An Ordinance creating Title 1, Chapter 11 establishing an ambulance service franchise for the City of Ely, the method of applying for such a franchise, the terms and conditions before a franchise can be awarded and setting forth the method by which patients can be billed and how those bills are to be set by the City Council.
3. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Resolution 2019-02, A Resolution Adopting the Attached FHWA Consultant Procurement Procedures When Procuring, Managing and Administering Engineering and Design Related Services Using Funding Through the Federal-Aid Program and the LPA Program with NDOT.
4. Council Members – City Engineer Almberg – Discussion/For Possible Action – Selection from options to address the current 11th Street, (currently known as Nevada Northern Rail Way), Complete Streets LPA project, including, but not limited to reapplying for the LPA grant, continuing with the SHPO process while applying for the new LPA grant or continuing with the current LPA project as currently scheduled.
5. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Extension of contract between the City of Ely and *Basin Engineering* through August 31, 2019.
6. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to transfer employees currently in the Street Department to the Water and Sewer Department beginning the next full pay period, and allocating hours of work to each department based upon work performed in the Street Department, the Water Department and the Sewer Department for the remainder of this fiscal year.
7. Mayor Van Camp – Discussion/For Possible Action – Appointment of Councilman Sam Hanson as the City of Ely’s Northeastern Nevada Regional Development Authority (NNRDA) Board Member and Councilman Tony DeFelice as the City of Ely’s NNRDA Alternate Board Member.


10. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. “Section 7.05, of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

11. ADJOURNMENT: THE MEETING MAY BE ADJOURNED BY APPROPRIATE MOTION OF THE CITY COUNCIL.

* Open session – Action/Discussion – Personnel** The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on

race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov. For access to the public packet, contact the City Administrator at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda's hyperlinks or under "Minutes" / "Other" on the City's website at <http://www.elycity.com/>

I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **March 25, 2019** at **8:00 a.m.** five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

 _____



RESCHEDULED: 4-4-19

CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

ELY CITY COUNCIL MEETING

PLEASE NOTE: THE COUNCIL MEMBERS MAY ADDRESS AGENDA ITEMS OUT OF SEQUENCE, COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, REMOVE AN ITEM OR DELAY DISCUSSION AT ANY TIME TO ACCOMMODATE PERSONS APPEARING BEFORE THE COUNCIL OR TO AID IN THE EFFICIENCY AND EFFECTIVENESS OF THE MEETINGS.

March 28, 2019 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

2. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General public.** “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. Mayor – Discussion/For Possible Action – Approval of Agenda, including removal of agenda items.

4. CITY DEPARTMENT REPORTS

- FIRE CHIEF
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- DEPUTY CITY CLERK
- CITY ATTORNEY
- CITY PARKS/CEMETERY/RECYCLING LEADMAN
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL
MAYOR

6. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.

1. Chairman Peeler – Public Hearing – [Discussion Only](#) – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

7. DISCUSSION/POSSIBLE ACTION ITEMS PERTAINING TO THE PUBLIC HEARING.

1. Chairman Peeler – [Discussion/For Possible Action](#) – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE CITY PLANNING COMMISSION.

1. Chairman Peeler – Buzz Rosevear, PLS, *Basin Engineering* Survey Manager – [Discussion/For Possible Action](#) – Approval of Parcel Map for property located at East Ely Park Addition: Park Avenue and Avenue M east of Seventeenth Street East, owned by White Pine County Commission.
2. Chairman Peeler – [Discussion/For Possible Action](#) – Approval of Home Occupation permit to Steve Saunders to conduct a Firearms Dealer business, d.b.a. *Hey Caribou Firearms* located at 795 Avenue I, Ely, Nevada.

9. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA (These items may be approved in one motion by the Council as its first action of business under For Discussion/Possible Action items.) Approval of the Consent Agenda approves each of these items. Council Members may remove any item from the Consent Agenda by notifying the Mayor or Mayor pro tem.

MOTION: Move to approve the Consent Agenda item 9A-1 Minutes and 9A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.

- [January 28, 2019](#)
- February 14, 2019
- February 28, 2019

2. Discussion/For Possible Action –Bills.

- [March 21, 2019](#)

B. NEW BUSINESS

1. Council Members – City Attorney Odgers – Discussion/For Possible Action – Approval of the bid specifications for the building to be constructed at the shotgun range pursuant to the sub-grant agreement with NDOW.

2. Councilman Carson – [Discussion/For Possible Action](#) – Approval of First Reading of Ordinance 720, Bill No. 2019-03, An Ordinance creating Title 1, Chapter 11 establishing an ambulance service franchise for the City of Ely, the method of applying for such a franchise, the terms and conditions before a franchise can be awarded and setting forth the method by which patients can be billed and how those bills are to be set by the City Council.
3. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Resolution 2019-02, A Resolution Adopting the Attached FHWA Consultant Procurement Procedures When Procuring, Managing and Administering Engineering and Design Related Services Using Funding Through the Federal-Aid Program and the LPA Program with NDOT.
4. Council Members – City Engineer Almberg – Discussion/For Possible Action – Selection from options to address the current 11th Street, (currently known as Nevada Northern Rail Way), Complete Streets LPA project, including, but not limited to reapplying for the LPA grant, continuing with the SHPO process while applying for the new LPA grant or continuing with the current LPA project as currently scheduled.
5. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Extension of contract between the City of Ely and *Basin Engineering* through August 31, 2019.
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7. Mayor Van Camp – Discussion/For Possible Action – Appointment of Councilman Sam Hanson as the City of Ely's Northeastern Nevada Regional Development Authority (NNRDA) Board Member and Councilman Tony DeFelice as the City of Ely's NNRDA Alternate Board Member.

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11. ADJOURNMENT: THE MEETING MAY BE ADJOURNED BY APPROPRIATE MOTION OF THE CITY COUNCIL.

* Open session – Action/Discussion – Personnel** The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on

race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov. For access to the public packet, contact the City Administrator at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda's hyperlinks or under "Minutes" / "Other" on the City's website at <http://www.elycity.com/>

I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **March 27, 2019** at **4:30 p.m.** five (5) notices of the CANCELLED Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

Jennifer Lee _____

Ely City Council **ATTENDANCE LIST**

DATE: 4-4-19

Print name below

Beri Woodschall

Kenneth Stelberger

George Chacha

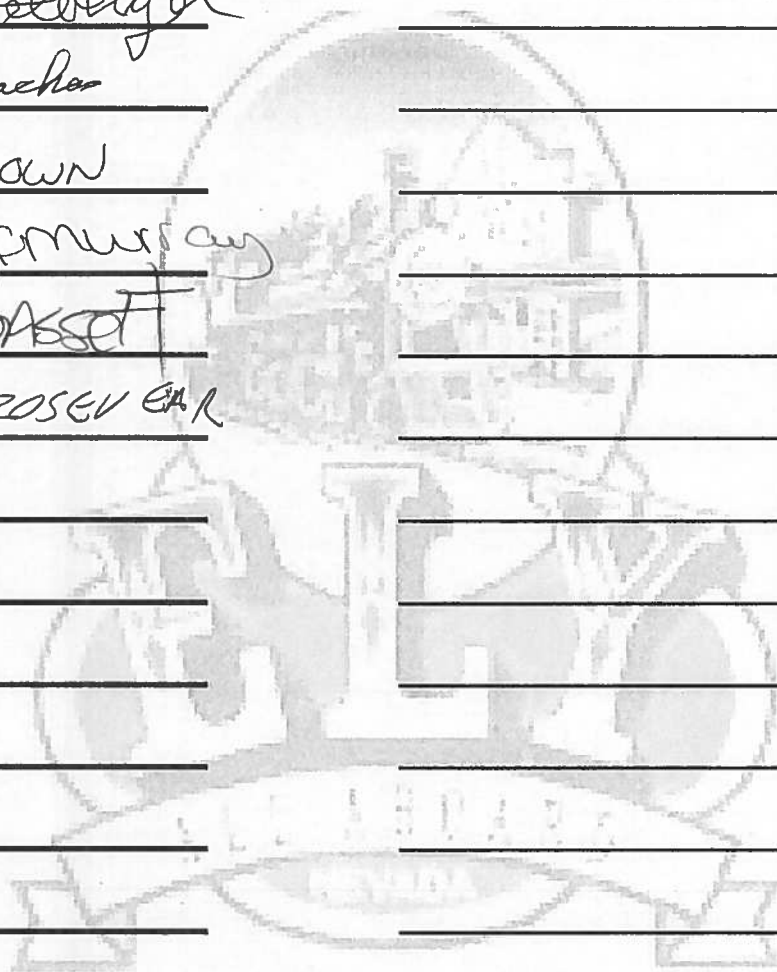
LEAH BROWN

Larry McMurran

Mark Bassett

BUZZ ROSEVER

Print name below





CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

ELY CITY COUNCIL MEETING

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April 4, 2019 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

2. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General public.** “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. Mayor – Discussion/For Possible Action – Approval of Agenda, including removal of agenda items.

4. CITY DEPARTMENT REPORTS

- FIRE CHIEF
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- DEPUTY CITY CLERK
- CITY ATTORNEY
- CITY PARKS/CEMETERY/RECYCLING LEADMAN
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL
[MAYOR](#)

6. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.

1. Chairman Peeler – Public Hearing – [Discussion Only](#) – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

7. DISCUSSION/POSSIBLE ACTION ITEMS PERTAINING TO THE PUBLIC HEARING.

1. Chairman Peeler – [Discussion/For Possible Action](#) – Ratification of [Mayor Van Camp's approval](#) of an application for Reclassification of Property Zoning due to the rescheduling of the March 28, 2019 Ely City Council meeting for lack of a quorum; the applicant needed approval by April 1, 2019 in order for the apartments' renovation project to go forward. The applicant wishes to re-zone the property from the current M-H-2 Zone (Mobile Home Subdivision) to an R-M-50 Zone (Residential District). The property addresses are 1650 East Aultman Street (APN 002-085-02) and 1690 East Aultman Street (APN 002-085-03) in Ely, Nevada. The applicant is Rural Nevada Development Corporation.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE CITY PLANNING COMMISSION.

1. Chairman Peeler – Buzz Rosevear, PLS, *Basin Engineering* Survey Manager – [Discussion/For Possible Action](#) – Approval of Parcel Map for property located at East Ely Park Addition: Park Avenue and Avenue M east of Seventeenth Street East, owned by White Pine County Commission.
2. Chairman Peeler – [Discussion/For Possible Action](#) – Approval of Home Occupation permit to Steve Saunders to conduct a Firearms Dealer business, d.b.a. *Hey Caribou Firearms* located at 795 Avenue I, Ely, Nevada.

9. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA (These items may be approved in one motion by the Council as its first action of business under For Discussion/Possible Action items.) Approval of the Consent Agenda approves each of these items. Council Members may remove any item from the Consent Agenda by notifying the Mayor or Mayor pro tem.

MOTION: Move to approve the Consent Agenda item 9A-1 Minutes and 9A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - [January 28, 2019](#)
 - [February 14, 2019](#)
 - [February 28, 2019](#)
2. Discussion/For Possible Action –Bills.
 - [March 21, 2019](#)

B. NEW BUSINESS


1. Mayor Van Camp – Deputy City Clerk Lee - Discussion/For Possible Action – Canvass of returns for the City of Ely Primary Election held April 2, 2019.
2. Councilman Carson – [Discussion/For Possible Action](#) – Approval of First Reading of Ordinance 720, Bill No. 2019-03, An Ordinance creating Title 1, Chapter 11 establishing an ambulance service franchise for the City of Ely, the method of applying for such a franchise, the terms and conditions before a franchise can be awarded and setting forth the method by which patients can be billed and how those bills are to be set by the City Council.
3. Councilman Carson – [Discussion/For Possible Action](#) – Approval of March 25, 2019 White Pine County Counter Offer for Fire/EMS Services.
4. Council Members – City Attorney Odgers – Discussion/For Possible Action – Approval of the bid specifications for the building to be constructed at the shotgun range pursuant to the sub-grant agreement with NDOW.
5. Councilman Hanson – Councilwoman Gardner – [Discussion/For Possible Action](#) – Approval, pursuant to Section 3 (a) (iii) of the Development Agreement between the Nevada Northern Railway Foundation, Inc. and the City of Ely, to apply for a twelve-month loan from *The First National Bank of Ely* for up to \$200,000.00, of which up to \$170,000.00 will be used for Locomotive 81 and up to \$30,000.00 will be used for various track issues.
6. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Resolution 2019-02, A Resolution Adopting the Attached FHWA Consultant Procurement Procedures When Procuring, Managing and Administering Engineering and Design Related Services Using Funding Through the Federal-Aid Program and the LPA Program with NDOT.
7. Council Members – City Engineer Almberg – Discussion/For Possible Action – Selection from options to address the current 11th Street, (currently known as Nevada Northern Rail Way), Complete Streets LPA project, including, but not limited to reapplying for the LPA grant, continuing with the SHPO process while applying for the new LPA grant or continuing with the current LPA project as currently scheduled.
8. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Extension of contract between the City of Ely and *Basin Engineering* through August 31, 2019.
9. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Ratification of Mayor Van Camp’s acceptance of State of Nevada Off-Highway Vehicles Program Department of Conservation and Natural Resources Project Funding Agreement for the Ely OHV access Route Signage Project grant in the amount of \$6,244.00.
10. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to transfer employees currently in the Street Department to the Water and Sewer Department beginning the next full pay period, and allocating hours of work to each department based upon work performed in the Street Department, the Water Department and the Sewer Department for the remainder of this fiscal year.
11. Mayor Van Camp – Discussion/For Possible Action – Appointment of Councilman Sam Hanson as the City of Ely’s Northeastern Nevada Regional Development Authority (NNRDA) Board Member and Councilman Tony DeFelice as the City of Ely’s NNRDA Alternate Board Member.

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I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **April 1, 2019 at 8:00 a.m.** five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff’s Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely’s website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

 _____

March 28, 2019

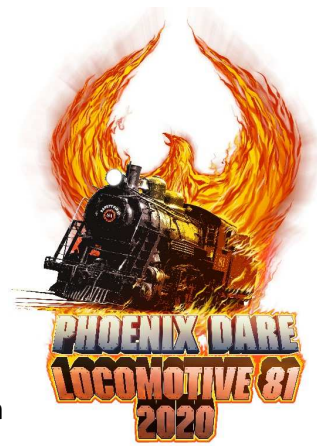
MAYOR'S REPORT

1. I approved Special Event Licenses to:

- *Salt and Sucre LLC* for the Rocky Mountain Elk Foundation dinner at the Convention Center on March 23, 2019.

2. I approved 24-Hour Liquor Licenses to:

- *Long Golf*, sponsored by the *Copper Queen*, for the Rocky Mountain Elk Foundation event at the Convention Center on March 23, 2019.



Nevada Northern Railway Foundation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

Voice: (775) 289-2085 • Web: www.nnry.com • E-mail: info@nnry.com

TO: Melody Van Camp, Mayor; Ernie Flangas, Kurt Carson, Tony DeFelice, Jolene Gardner, Sam Hanson, Members, Ely City Council

FROM: Mark S. Bassett, President

DATE: March 31, 2019

SUBJECT: Development Agreement

Pursuant to the Development Agreement entered into on July 11, 2016, between the Nevada Northern Railway Foundation, Inc., a Nevada non-profit corporation (the "Foundation") and the City of Ely, a Nevada municipal corporation (the "City"), more specifically Section 3(a)(iii), the Foundation is notifying the City that it wishes to borrow \$200,000 for a twelve month period.

The First National Bank of Ely is willing to loan the Foundation \$200,000. Up to \$170,000 will be used for Locomotive 81 and up to \$30,000 will be used for various track issues.

The Foundation is at the halfway point in the restoration of Locomotive 81. It is now time to start the task of putting the locomotive back together. Our machining bill will be approximately \$150,000. This money is for the running gear – the wheels, axles, drive boxes, crown brasses, rod brasses, shoes and wedges. Once those parts are returned, we can assemble the running gear. The following steps will be minor boiler repairs, purchasing the tubes and installing them.

Again, it is imperative that we have Locomotive 81 in operation by May 31, 2020. On June 1, 2020, Locomotive 40 will go out of service. This will leave Locomotive 93 to carry the load alone. If Locomotive 93 goes down, then the Foundation will take a substantial financial hit. We learned that hard lesson in 2008. That year, we had no operating steam locomotives, our visitation dropped by almost a third, causing a massive loss of revenue, it was devastating to say the least! It was a hard lesson to learn. We cannot allow that to happen again.

Approving the Foundation's request to borrow up to \$200,000 will help insure that we can make our goal of having Locomotive 81 operating by May, 31 2020.

There are track issues on the Hi-Line that need to be address along with vegetation issues on the entire line. The additional \$30,000 will be used for ties, ballast and weed killer. We have over 100 acres that

Award Winning Destination

Best Tour in Rural Nevada – 2017

Nevada State Treasure – 2013 & 2012

Trip Advisor Certificate of Excellence – 2017, 2016, 2015, 2014

Best Preservation Effort in the West • Attraction of the Year – 2012

Best Museum in Rural Nevada – 2017, 2016, 2014, 2013, 2010, 2009, 2008

Best Museum - Special Recognition – 2010 • Favorite Nevada Attraction – 2008

Best Event in Rural Nevada – The Polar Express – 2017, 2016, 2015, 2014 & 2013

Best Place to Take the Kids in Rural Nevada – 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

needs to be treated with weed killer. We have invested in the spraying equipment and can do the work ourselves. It is imperative that we maintain a vegetation free yard and track right-of-way.

How does the Foundation intent to pay back the credit line? We are always fund raising. The Foundation is working on a massive effort that starts in April, builds in May and continues through the summer. We estimate that we can raise over \$150,000 between April and September. This money will be over and above our normal fund raising efforts.

Last year, we raised \$397,196.60 in donations with \$164,490.05 being raised in December. The Foundation will use the same techniques that were used in December to do a fund raising appeal in late April. Doing so then, will give us a financial boost. The Foundation will also start a Go Fund Me campaign. Then in December, I will use the same the techniques to do our end of year fund raising.

Additionally, the Foundation already has pledges of over \$100,000 that should be fulfilled by the end of the year. The Foundation plans to have the credit line paid off by January 31, 2020.

ABSTRACT OF COUNTER-OFFER FOR FIRE/EMS SERVICES

This constitutes a good faith counter-offer from the White Pine County Fire Protection District and to an extent the County of White Pine (collectively “The County”) to enter into an agreement with the City of Ely, Nevada (“The City”) for the provision of fire and EMS protection and services. After acceptance of this counter-offer, the parties shall jointly prepare and authorize and fully-executed inter-local agreement with necessary details and logistics.

The County proposes the following material terms:

1. The City will be automatically dispatched to all fire/EMS incident anywhere in the County and will provide necessary personnel and equipment in response.
2. Fire/EMS personnel and equipment local to the area (closest WPCFPD volunteer Fire department personnel and apparatus) in which an incident occurs will be dispatched concurrently.
3. WPCFPD Volunteers or City fire/EMS personnel may only be “turned around” or “called off” by an on-scene Incident Commander, whoever arrives first and sizes up the scene.
4. The City will hire and maintain (4) additional Emergency Medical Technicians (EMTs) staff to fulfill the contract responsibilities.
5. The County will lease to the City, a 4x4 ambulance for \$1/year for the duration of the agreement.
6. The agreement will be (5) five years in length with a (2)-year automatic extension option.
7. The City will train ALL non-federal fire and EMS personnel (WPCFPD Volunteers) operating within the County. All training will be made available to all at no additional costs, as a joint training, and all volunteers will be treated equally under this contract, whether WPCFPD volunteers or City Fire Volunteers.
8. The City will administer **good-faith** employment interviews to qualified existing County fire and EMS personnel to fill the 4 additional EMT positions prior to making the positions available to the public.
9. The WPCFPD will pay the City a one-time startup cost of \$100,000.00 at the beginning of the agreement term.
10. The WPCFPD will pay the City \$100,000.00 per year for the provision of these services.
11. The County will provide the City with \$50,000.00 per year of EMS tax revenue provided to the County.

12. The County will amend its Ambulance Franchise Ordinance to permit the City's operation of ambulances within the County for the duration of the agreement and the City will be entitled to all revenues from all ambulance runs within the County, including life-flight runs, unless WPCFPD volunteer responders are first on scene. In the event of a "tie" the City will have the right to transport.
13. The City will bill for all fire/EMS services provided within the County, including those provided by WPCFPD personnel, on the WPCFPD's behalf and remit said funds to WPCFPD.
14. The City will make an effort to make the City Volunteer Fire meetings, trainings and events open to all non-federal first responders (WPCFPD volunteers) operating within the County.

Finally, The County respectfully requests that the City provide fire/EMS mutual aid services to areas of the County covered by the parties' now-expired mutual aid agreement during the period of negotiation, and the WPCFPD will provide reimbursement for **actual costs** upon presentment to the Board.

Approved:

Richard Howe, Chairman
BOARD OF COUNTY COMMISSIONERS
White Pine County, Nevada

ATTEST:

Clerk of the Board

RESOLUTION No. 2019-02

RESOLUTION ADOPTING THE ATTACHED FHWA CONSULTANT PROCUREMENT PROCEDURES
WHEN PROCURING, MANAGING AND ADMINISTERING ENGINEERING AND DESIGN RELATED
SERVICES USING FUNDING THROUGH THE FEDERAL-AID PROGRAM AND THE LPA PROGRAM WITH
NDOT

WHEREAS, N.R.S. 266.105 empowers the Ely City Council to pass resolutions necessary or proper for the municipal government and the management of the affairs of the city, for execution of all powers vested in the City; and

WHEREAS, the City of Ely has applied and received Federal funding for LPA projects currently and anticipates applying for more federal funding in the future for infrastructure related projects with NDOT; and

WHEREAS, in order to proceed with accepting federal funding when procuring, managing and administering engineering and design related services using funding through the Federal-Aid program and the LPA program with NDOT, the City must have adopted an approved policy and procedure; and

WHEREAS, the City of Ely does not currently have an approved federal procurement policy which complies with federal and state laws when applied to federal funding, however, by adopting the attached policy and procedure the City of Ely shall be in compliance with these requirements.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Ely, Nevada does hereby adopt the attached FHWA Consultant Procurement Policy and Procedures to be utilized for each project with will contain federal funding as required by federal and state law.

Approved on this ____ day of March, 2019.

VOTES

AYES	___	ABSENT	___
NAYS	___	ABSTAIN	___

MAYOR MELODY VAN CAMP

ATTESTED TO BY

JENNIFER LEE, ACTING CITY ADMINISTRATOR

FHWA Consultant Procurement Procedures

These procedures shall be followed when procuring, managing and administering engineering and design related services using funding through the federal-aid program and the LPA Program with NDOT.

A. The standard Request for Statement of Qualifications (RSOQ) shell for federal projects shall be used and modified according to project specific requirements. In developing and finalizing the RSOQ, the following elements must be completed:

1) Developing a Scope of Services

i. Designed by City Engineer.

ii. Must provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies.

2) Preparing Estimate of Consultant Fee

Prior to receipt or review of the most highly qualified consultant's cost proposal, City Engineer must provide a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation. The independent estimate will be established in accordance with the Federal Cost Principles set forth in the Federal Acquisition Regulation (FAR) under Title 48, Code of Federal Regulations (CFR) Part 31, including the determination of eligible and ineligible costs.

B. RSOQ will be advertised in the Ely Times News and on the City's website (to comply with NRS 332.045). The advertisement must be made a minimum of 14 calendar days prior to submission deadline per 23 CFR 172.5(c)2.

C. Proposals shall be evaluated by a team that includes the City Engineer, and up to two additional members that have experience with the specific project area. The additional team members may be from another department or division within the City or from an outside agency. The team shall be a minimum of 3 people. Each proposal will be reviewed for content. Interviews may also be conducted.

1) To prevent a conflict of interest and unauthorized disclosure of information, prior to distribution of SOQs for review each member of the evaluation team is required to complete and sign a certification of evaluators form (attached).

2) The technical evaluation shall be based on the following criteria and weighting factors:

i. Company Experience – Describe the company’s experience with similar projects within the last 5 years. **20 points**

ii. Key Personnel and Experience – Provide an organizational chart and resumes for each member of the proposed project team. Resumes shall include relevant and related project experience. **30 points**

iii. Project Approach – Describe the project management methodologies, strategies, and systems to be used by the firm specific to the project. **25 points**

iv. Availability and Capacity – Provide a matrix or chart which lists all current projects for the project team members, the number of hours remaining for completion of each project, and the estimated completion date for each project. Describe your team’s abilities to meet the timelines established for the project. **10 points**

v. Past Performance - The review team shall review prior performance on projects completed by the company within the last 5 years, if available. **15 points**

3) Technical reviews will be conducted independently and scores will be totaled for all reviewers and averaged to determine a final technical score for each proposal.

4) Interviews will be conducted:

i. If chosen and approved by the City Engineer, in advance of the solicitation; or

ii. For all firms scoring within 10 points of the apparent averaged winning score, if noted in the solicitation.

5) Interview questions will be developed on an individual project basis in advance of the interviews by the review team members in consultation with the City Engineer.

i. The same questions will be asked of each proposer.

ii. No additional questions may be asked of any proposer.

6) Components of the interview may include:

i. Introductions

ii. Review of Questions

iii. Team Presentation **(20-30 points)**

iv. Question and Answer **(70-80 points)**

v. Conclusion

7) Final selection will be based on the technical score unless interviews are conducted. If interviews are conducted, final selection will be based solely on the average of the interview score.

D. Prior to starting negotiations with the successful proposer, City staff verifies Form D was received as part of the proposal and will check the federal do not pay website, www.sam.gov to ensure that the proposer is not suspended or debarred.

E. As part of the negotiations with the successful proposer, the City Engineer will establish, in accordance with 48 CFR Part 31, the eligible costs to be included in the consultant fee.

F. Managing consultant work

1) City Engineer shall monitor the consultant's work and compliance with the terms, conditions, and specifications of the agreement. This should include timelines, deliverables, quality of product, meeting specifications and policies.

2) The consultant should notify the City of any anticipated work that is outside the project scope. At such time the consultant shall provide a written scope of the work to the City. The City will evaluate the scope to determine if it is eligible for funding and develop a cost estimate in accordance with Federal Cost Principles set forth in the Federal Acquisition Regulation (FAR) under Title 48, Code of Federal Regulations (CFR) Part 31. The consultant should also prepare a cost estimate and the two should be negotiated. No work shall commence on the additional design work until the scope and fee are negotiated and approved in writing by the City Engineer. Any work performed prior to written approval is ineligible for reimbursement.

3) The City Engineer shall initiate, track and store complete consultant performance evaluations for every consultant with whom the City has a contract.

i. An evaluation will be completed for each stage at 70% and 100% design.

1. The evaluation for each stage includes the entire performance by the consultant up to that point. For example, a consultant with a 70% review rating of 3-Standard but a second half performance that was consistently excellent would likely receive a 4-Good rating at 100%, not a 5-Excellent rating.

ii. A copy of the evaluation will be forwarded to the consultant and a follow up meeting will be conducted if requested by the consultant.

Only the latest evaluation on each project is used for future consultant ranking. The previous evaluations for the project are treated as interim, progress evaluations and discarded upon the filing of the next or final evaluation, so raters need to take care to consider the entire performance of the consultant when filling out each evaluation.

G. Project Close-Out

1) After all of the punch list items have been completed, the construction supervisor shall work with the City Engineer to complete the project closeout checklist.

- 2) The City Engineer completes final evaluation.
 - i. This evaluation will be used for future consultant ranking. The previous evaluations for the project are treated as interim, progress evaluations and are discarded upon the completion of the final evaluation.
 - ii. A copy of the evaluation will be forwarded to the consultant and a follow up meeting will be conducted if requested by the consultant.
- 3) Once all outstanding project issues are resolved and final payments are made to the contractor and consultants, the City Engineer may begin final financial closeout.

CERTIFICATION NRS REQUIREMENTS FOR EVALUATORS

DEFINITIONS

NRS 332.025: Other terms defined. As used in this chapter, unless the context otherwise requires:

1. “Authorized representative” means a person designated by the governing body to be responsible for the development, award and proper administration of all purchases and contracts for a local government or a department, division, agency, board or unit of a local government made pursuant to this chapter.

2. “Chief administrative officer” means the person directly responsible to the governing body for the administration of that particular entity.

3. “Evaluator” means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in:

- (a) The evaluation of bids;
- (b) Negotiations concerning purchasing by a local government; or
- (c) The review or approval of the award, modification or extension of a contract.

4. “Governing body” means the board, council, commission or other body in which the general legislative and fiscal powers of the local government are vested.

5. “Proprietary information” means:

(a) Any trade secret or confidential business information that is contained in a bid submitted to a governing body or its authorized representative on a particular contract; or

(b) Any other trade secret or confidential business information submitted to a governing body or its authorized representative by a bidder and designated as proprietary by the governing body or its authorized representative.

As used in this subsection, “confidential business information” means any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost, price, or the customers of a bidder which is submitted in support of a bid. The term does not include the amount of a bid submitted to a governing body or its authorized representative.

6. “Trade secret” has the meaning ascribed to it in NRS 600A.030.

DISCLOSURE

NRS 332.061: Limitation on disclosure of proprietary information and of bid containing provision requiring negotiation or evaluation.

1. Except as otherwise provided in this subsection, proprietary information does not constitute public information and is confidential. A person shall not disclose proprietary information unless:

(a) The disclosure is made for the purpose of a civil, administrative or criminal investigation or proceeding; and

(b) The person receiving the information represents in writing that protections exist under applicable law to preserve the integrity, confidentiality and security of the information.

2. A bid which contains a provision that requires negotiation or evaluation by the governing body or an evaluator may not be disclosed until the bid is recommended for the award of a contract.

PROHIBITED INTEREST

NRS 332.800: Interest of member of governing body or evaluator in contract prohibited; exception; penalty.

1. Except as otherwise provided in NRS 281.230, 281.505 and 281.555, a member of the governing body may not be interested, directly or indirectly, in any contract entered into by the governing body, but the governing body may purchase supplies, not to exceed \$1,500 in the aggregate in any 1 calendar month from a member of such governing body, when not to do so would be of great inconvenience due to a lack of any other local source.

2. An evaluator may not be interested, directly or indirectly, in any contract awarded by such governing body or its authorized representative.

3. A member of a governing body who furnishes supplies in the manner permitted by subsection 1 may not vote on the allowance of the claim for such supplies.

4. A violation of this section is a misdemeanor and, in the case of a member of a governing body, cause for removal from office.

PROHIBITED ACTS

NRS 332.810: Prohibited acts by bidders before award of contract; penalty.

1. Before a contract is awarded, a person who has bid on the contract or an officer, employee, representative, agent or consultant of such a person shall not:

(a) Make an offer or promise of future employment or business opportunity to, or engage in a discussion of future employment or business opportunity with, an evaluator or member of the governing body offering the contract;

(b) Offer, give or promise to offer or give money, a gratuity or any other thing of value to an evaluator or member of the governing body offering the contract; or

(c) Solicit or obtain from an officer, employee or member of the governing body offering the contract, any proprietary information regarding the contract.

2. A person who violates any of the provisions of subsection 1 is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 1 year, or by a fine of not less than \$2,000 nor more than \$50,000, or by both fine and imprisonment.

ADVANCED DISCLOSURE PROHIBITED

NRS 332.820: Effect of collusion among bidders or advance disclosures.

1. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

2. Advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

LIST OF OFFERORS

Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)	Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)
Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)	Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)
Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)	Company Name Address Line 1 Address Line 2 City, ST Zip Contact, Title Phone: Phone number Fax: Fax Number Alternate number (optional)

DECLARATION UNDER PENALTY OF PERJURY

I have reviewed the above list of Offerors and certify that I have no interest, direct or indirect, with any of these Offerors and may serve as an Evaluator of the submitted proposals. Such statement is made under penalty of perjury pursuant to NRS 199.145.

I have read the above statutes and understand that I am subject to their provisions as an Evaluator for the City in connection with **RFP #, Name**. I agree to comply with the provisions of the above statutes throughout the evaluation period.

EVALUATOR

SIGNATURE _____ DATE _____

PRINTED NAME _____

REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ)

RSOQ No.

FEDERAL PROJECT NO:

SCOPE OF WORK: The City of Ely (City) hereby invites qualified firms or individuals (Offerors) to submit written Statements of Qualifications (SOQs) to provide . This project is federally funded by the Nevada Department of Transportation.

RSOQ DEADLINE: All SOQs must be received in the Office of the City Clerk or City Engineer, City Hall, 501 Mill Street, Ely, Nevada 89301 by **Day, Date, no later than 2:00 p.m., Pacific Time**. SOQs received after the established deadline will be returned to the Offeror, and will not receive any consideration in the evaluation process. SOQs are not publicly opened (disclosed), in accordance with NRS 332.061(2).

DOCUMENTS AND ANY ADDENDA are available through the City Clerk or the City Engineer's Office. Documents will be electronically delivered free of charge upon request by either phone at 775-289-2430, or e-mail at @elycity.com.

RSOQ documents obtained from any source other than the City Clerk or City Engineer's Office may not be accurate or complete and each Offeror assumes all risks by its reliance on such documents. An Offeror who has not obtained RSOQ documents from the City Clerk or City Engineer's Office will not be notified of Addenda issued by the City, which could contain material changes thereto (such as additions or changes to the specifications, extensions of time, etc.).

INQUIRIES: Questions regarding this solicitation should be directed to Name, Title, at 775-289-2430, fax to 775-289-1463, or email to @elycity.com. To ensure a timely response, inquiries should be made by close of business on **Day, Date**. Information in response to inquiries may be published as an RSOQ Addendum.

TABLE OF CONTENTS

REQUEST FOR STATEMENT OF QUALIFICATIONS	1
PROJECT OVERVIEW AND DEFINITIONS	1
1.1 Project Overview	1
1.2 Definitions	1
2.0 Instructions to Offerors	3
2.1 General	3
2.2 SOQ Format.....	3
2.3 Confidential Information.....	4
2.4 SOQ Content.....	5
2.5 Evaluation	8
2.6 Award Criteria	8
2.7 Interview of Selected Finalists.....	9
2.8 Inquiries	9
2.9 Evaluation Disclosures.....	10
2.10 Notice of Award	10
2.11 Conflict of Interest (City Officials) [CAO-5/2/12]	11
FORM A – OFFER STATEMENT AND BUSINESS INFORMATION.....	12
FORM B – PAST PERFORMANCE.....	14
FORM C – KEY PERSONNEL	15
FORM D - AFFIDAVIT REQUIRED UNDER SECTION 112(c).....	16
FORM E – CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31	18
FORM F - TITLE VI COMPLIANCE QUESTIONNAIRE	23
ATTACHMENT A - PROTEST PROCEDURE - CONTRACT AWARD	24
ATTACHMENT B - SAMPLE CONTRACT	27
EXHIBIT A – STATEMENT OF WORK.....	46
EXHIBIT G - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS.....	47
ATTACHMENT C - SAMPLE CERTIFICATE OF INSURANCE	55

Project Number
Project Name
Federal Project No:

Project Overview and Definitions

REQUEST FOR STATEMENT OF QUALIFICATIONS PROJECT OVERVIEW AND DEFINITIONS

1.1 Project Overview

- (a) The City is seeking a Consultant firm to provide .
- (b) This Request for Statement of Qualifications (RSOQ) consists of the RSOQ cover page and Sections 1.0 through 2.0 of this document, including forms and attachments. The Instructions to Offerors are set forth in Section 2.0, and must be followed completely in order for the submitted SOQ to be given full consideration for award of a potential contract. The Statement of Work is set forth as attached in Exhibit A.
- (c) A sample of the City's Contract is attached to this RSOQ as Attachment B. Should an Offeror be selected for award, any resultant Contract is expected to contain substantially the same terms and conditions set forth in the Sample Contract. Any proposed modifications or exceptions taken to the terms and conditions of the Sample Contract are subject to review and approval by the City's contracting authorities. Offerors are advised to thoroughly read the Sample Contract to assure complete understanding of the terms and conditions. Use of the word "contract" in this RSOQ does not imply any obligation on the part of the City of Ely to enter into a Contract.
- (d) The prime Consultant and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers, at the time of submission of the SOQ. Such individual(s) must actually be employed by the consulting firm that is submitting the SOQ for consideration by the City.
- (e) This project contains the following Special Provisions and/or contract requirements:
DELETE IF NOT REQUIRED

1.2 Definitions

As used throughout these documents, the following definitions shall apply:

- | | |
|------------------|---|
| (a) Addendum | A written revision to this solicitation document, issued to all Prospective Offerors. |
| (b) City | The City of Ely. |
| (c) City Council | Governing body of the City of Ely. |

Project Number
Project Name
Federal Project No:

Project Overview and Definitions

(d) Consultant	Individual, partnership or corporation that is responsible for the performance of services under a Contract awarded by the City.
(e) Contract	Terms and conditions that substantially conform to this RSOQ's General and Special Clauses, which will be finalized through negotiation and executed by the Successful Offeror and the City.
(f) Deliverable	Any report, software, hardware, data, documentation, or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract.
(g) Prospective Offeror	Individual or firm who has received a copy of the RSOQ.
(h) Purchasing & Contracts Representative	Individual designated in this RSOQ as the person to whom all inquiries should be addressed beginning with the issuance of the RSOQ and ending with award of a Contract, or the completion of the RSOQ if no Contract is awarded.
(i) Offeror	Individual or firm that submits a statement of qualifications in response to this RSOQ.
(j) Successful Offeror	The individual or firm that is offered a Contract by the City of Ely.

2.0 INSTRUCTIONS TO OFFERORS

2.1 General

(a) SOQs must be submitted no later than **2:00 p.m., Pacific Time, on the date indicated on the RSOQ Cover Page**. Late submittals will be returned to the Offeror, and will not receive any consideration in the evaluation process.

(b) SOQs must be submitted in a sealed envelope to the following address:

Office of the City Clerk/City Engineer
ATTN: Name / RSOQ
City Hall
501 Mill Street
Ely, Nevada 89301

The envelope must be clearly marked with the **RSOQ Number** and the **date/time for receipt**. Offerors will be wholly responsible for the timely delivery of submitted SOQs. Faxed submittals are not allowed and will not be considered.

(c) Proposals must be submitted in the exact format specified below in Section 2.2 “SOQ Format”. Failure to follow the format instructions may result in a negative evaluation of the Offeror’s SOQ.

(d) Offerors assume all costs associated with the submission of a SOQ including any potential negotiation or interview costs.

(e) If it becomes necessary to revise any part of this RSOQ, a written Addendum will be provided to all Prospective Offerors by notification from the City Clerk or City Engineer’s Office. The City is not bound by any revision to this RSOQ by City staff, unless such revision or clarification is provided to Prospective Offerors in writing, in the form of an Addendum issued by the City Clerk or City Engineer.

2.2 SOQ Format

Offerors shall:

(a) submit the entire SOQ on standard 8 ½” x 11” paper, with tabbed dividers labeled by section to correspond with the specific sections listed in 2.3, “SOQ Content”. Tabbed dividers are not considered in the page count.

(b) not include advertising materials or brochures.

(c) submit one (1) original and _____ copies of the SOQ. **The original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam.**

(d) provide one (1) electronic copy of the complete SOQ in a Microsoft Office compatible or pdf format on a compact disk or flash drive.

2.3 Confidential Information

(a) The City is a public agency subject to the public disclosure provision of the Nevada Public Records Law (NRS Chapter 239). Public records are subject to inspection and copying by the public unless expressly declared by law to be confidential or the requested disclosure is for information determined not to be a public record. Pursuant to the provisions of NRS 332.061(2), a SOQ that requires negotiation or evaluation is protected from public disclosure until the SOQ is recommended for award of a contract. Because of the provisions of this statute, Prospective Offerors are advised that once their SOQ is received by the City, the contents will become a public record and nothing contained in the SOQ will be deemed to be confidential. Offerors shall not include any information in their SOQ that is proprietary in nature or that they would not want to be released to the public. Each SOQ submitted to the City must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. Price proposals, scopes of work, and qualifications and experience *are not* confidential information.

(b) In order to protect the City from any violation of NRS 332.061, the City has adopted certain procedures to protect proprietary information of the Offeror. If the Offeror feels a SOQ cannot be submitted without including proprietary information, they must adhere to the following procedure:

(i) The Offeror must submit the proprietary information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number, which is submitted as part of the SOQ submitted to the City; and

(ii) The envelope must contain a letter from the Offeror's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the definition of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets such definitions.

If the Offeror fails to comply with the above procedure, the Offeror will be deemed to have waived the right to claim the submitted information is proprietary, and will be deemed to have consented to its public disclosure. The City reserves the right to declare the submitted SOQ as non-responsive if the Offeror fails to follow the above procedure.

(c) Upon receipt of a SOQ accompanied by such a separate envelope, the City will open the envelope to determine if the requirements above have been complied with by the Offeror. The proprietary information submitted pursuant to the above procedure may or may not be used by the City for the purposes of evaluating the Offeror's SOQ and conducting negotiations.

(d) If a lawsuit or other court action is initiated to obtain the disclosure of the proprietary information, the Offeror having ownership of the proprietary information will be notified of the public disclosure request. The City agrees to withhold release of the proprietary information for period of ten days after notification has been received by the Offeror of the public disclosure request. Notification will be provided to the individual named on Form A, Offer Statement and Business Information. With

Project Number

Project Name

Federal Project No:

Instructions to Offerors

the expiration of the aforementioned time period, if the Offeror has failed to seek any judicial relief after such notification, the Offeror will be deemed (i) to have consented to the public disclosure by the City, (ii) to have released the City from any wrongful disclosure of such information, and (iii) to have covenant not to sue the City for such public disclosure.

(e) The Offeror agrees to defend, indemnify and hold the City harmless from any and all liabilities, judgments, fines, penalties, court costs and attorney fees resulting from the wrongful release of the proprietary information or from any legal action filed against the City to obtain the release of the proprietary information.

2.4 SOQ Content

Section 1 – Offer Statement and Business Information.

Execute **Form A “Offer Statement and Business Information”** which consists of the following:

- (a) An individual authorized to bind the Offeror must sign the statement, and the date signed should follow the signature.
- (b) Name and phone number of the representative authorized to negotiate on behalf of the Offeror.
- (c) Copies of all Offeror (and any sub-consultant, if applicable) held national, state and local licenses, registrations and certifications applicable to performance of the subject potential Contract. However, a business license is not required to provide a SOQ to the City. Prior to Contract award, the Company shall be required to acquire a City of Ely Business License. Information concerning City Business License requirements and fees may be obtained by calling the City Clerk’s Office at 775-289-2430.
- (d) Acknowledgement of any RSOQ Addenda.

Project Number
Project Name
Federal Project No:
Instructions to Offerors

Section 2 –Project Approach (one-page maximum)

- (a) Describe the project management methodologies, strategies, and systems to be used by the firm.
- (b) Describe the firm’s approach to respond, under limited notice, to design meetings and field visits with quick turnaround as needed in local emergency situations.
- (c) Identify budgeting, scheduling, and quality assurance processes and any other pertinent information the evaluators should be made aware of to properly evaluate the competence and qualifications of your firm to perform services for this project.

Section 3 – Past Performance

- (a) Complete **Form B “Past Performance”**.
- (b) List the firm’s relevant projects in the last 3 years applicable to this scope of work. Do not list more than 5 projects. List the firm’s local and most recent projects first. For each project, check the box indicating whether the firm was the prime consultant or a sub-consultant. List up to three key staff involved with the project and the role they served on the project team. The City also will consider performance on past City projects in this evaluation.
- (c) Following this form, please provide a one-page highlight of the project including photos, renderings, site plans, etc. Order these to match the order of the projects listed on Form B and identify the pages with the same project name as listed. Provide details such as the project limits, the scope of services, and the project bid structure (i.e. bid-build, design-build, construction management at risk).
- (d) Provide a copy of the Offeror’s Nevada State Business License or copy of Secretary of State Application.

Section 4 – Key Personnel

- (a) Complete **Form C “Key Personnel”**
- (b) Complete the fields for the key personnel who will be assigned to this project. Form requires professional engineer’s license number, Nevada State Board of Architecture, Interior Design and Residential Design (NSBAIDRD) number, or Nevada State Board of Landscape Architects number. Engineer Interns (EI) and Land Survey Interns (LSI) registered with the Nevada State Board of Engineers and Land Surveyors may be listed along with Professional Engineers (PE) and Professional Land Surveyors (PLS). Form requires that an owner or officer of the firm certify that the listed individuals are residents of the United States.
- (c) Provide resumes for all individuals listed on Form C in the order listed on the form.
- (d) Include a current organizational chart of the project team, including subconsultant(s), with responsibilities of team members identified therein.

Section 5 – Availability and Capacity

- (a) Provide a matrix or chart which lists all current projects of the project team, the number of hours remaining for completion of each project and the estimated completion date for each project. (one-page maximum)

Project Number
Project Name
Federal Project No:
Instructions to Offerors

(b) Describe your team's ability to meet timelines established for this project. (one-page maximum)

Section 6 –Submittals

(a) **Federal Affidavit Required Under Section 112(c)**

The Offeror shall submit the Affidavit Required under Section 112(c) (***Form D to the RSOQ***) with the SOQ in compliance with Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987. This form shall be completely filled in, signed and notarized. **The failure to complete and submit the Federal Affidavit Required Under Section 112(c) shall result in the rejection of the SOQ.**

(b) **Federal Certification Required by Section 1352**

The Offeror shall submit the Certification Required by Section 1352 (***Form E to the RSOQ***) with the SOQ in compliance with Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds. This is a 3-page Form and shall be completely filled in and signed. **The failure to complete and submit the Federal Certification Required by Section 1352 shall result in the rejection of the SOQ.**

Note: References to “proposal” on Federal forms is synonymous with the term “SOQ” as used in this solicitation.

Section 7 - Disadvantaged Business Enterprise Requirements (DBE)

(a) The Nevada Department of Transportation has established a Disadvantaged Business Enterprise (DBE) participation requirement of two percent (2%) of the total dollar value of the negotiated agreement with the Successful Offeror. No SOQ will be considered unless the DBE requirement is clearly established and documented at the time the SOQ is due.

(b) A DBE must be a small business concern as defined pursuant to Title 49, Part 26 of the Code of Federal Regulations (CFR).

(c) A DBE must be certified by the Nevada Unified Certification Program (NUCP) in accordance with Title 49 CFR Part 26 in a NAICS code applicable to the kind of work the firm would perform on the project prior to submittal of SOQ before credit may be allowed toward the DBE requirement. A list of certified DBEs may be obtained from the Nevada Department of Transportation website at www.nevadadbe.com. Information regarding how to become certified may also be obtained at www.nevadadbe.com. DBE status continually changes; therefore, it is recommended you verify certification at www.nevadadbe.com before submitting a SOQ.

(d) Offerors shall include the following information in their SOQ:

- (i) Copy of selected DBE's Certification from the State.
- (ii) Letter of intent from selected DBE's stating work to be performed and percentage of DBE goal to be met.
- (iii) Completed Title VI Compliance Questionnaire (Form F)

(e) An Offeror submitting a SOQ who is unable to meet the DBE requirement may be considered eligible by making a documented "good faith effort." The documentation towards a "good faith effort" must be submitted with the SOQ and will be evaluated at that time. The "good faith effort" must be a substantial documented effort that may include but is not limited to the items listed in Title 49 CFR, Part 26 of the Code of Federal Regulations.

(f) **Each SOQ shall clearly indicate the satisfaction of the DBE requirement.** A SOQ received by the City that does not clearly indicate the satisfaction of and compliance with the DBE requirement shall be rejected and will be disposed of in an appropriate manner suitable to the City as non-responsive.

OR

Section 7 - Disadvantaged Business Enterprise Requirements (DBE)

(a) There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement.

However, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all offerors that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and SOQ in response to this request for qualifications and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the City encourages Offerors to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

(b) Offerors shall include the following information in their SOQ:

(i) Completed Title VI Compliance Questionnaire (Form F)

2.5 Evaluation

An evaluation team comprised of City of Ely staff shall review the RSOQ's and select and rank a minimum of three (3) firms based on demonstrated qualifications in accordance with the Award Criteria.

2.6 Award Criteria

(a) The City is under no obligation to award a Contract(s) for these services. The basis for any potential award would be a review and evaluation of the submitted SOQs, and award would be made to the responsive and responsible Offeror(s) whose SOQ(s) is most advantageous to the City. The City may enter into negotiations, with or without further discussions, with one or more Offerors. Award of any Contract(s) will only be made upon approval of the City Council or its designee. The City reserves the right to reject any and all SOQs received.

(b) The principal criteria for award will be the following:

Project Number
Project Name
Federal Project No:
Instructions to Offerors

Criteria	Weight
Key Personnel and Experience	30
Project Approach	25
Company Experience	20
Past Performance	15
Availability and Capacity	10

(c) Upon completion of the qualifications-based evaluation and ranking of SOQs, the City shall initiate negotiations with the top ranked Offeror. If the City and the top-ranked Offeror are unable to negotiate a fair and reasonable contract, the City may formally terminate negotiations with the top-ranked Offeror and enter into negotiations with the next ranked Offeror, continuing the process until an agreement is reached.

2.7 Interview of Selected Finalists

After SOQs are received by the City, the evaluation team may select Offerors to interview and/or may request further information from Offerors. Failure to provide requested information or attend an interview may eliminate an Offeror from further consideration. All costs associated with attending the interview shall be the responsibility of the Offeror. Interviews may be in person, by video conference or teleconference. The final ranking will be determined based entirely on the interview scores. Technical Proposal scores will not be factored into the final ranking.

2.8 Inquiries

(a) Any questions regarding this RSOQ should be directed to Name, Title, at 775-289-2430, fax 775-289-289-1463 or e-mail @elycity.com. Offerors shall initiate all contact with the City through the City Clerk or City Engineer during the period beginning with the issuance of the RSOQ and ending with the award of any Contract, or the completion of this RSOQ if no Contract is awarded. This will ensure that all issues are appropriately coordinated and that all Prospective Offerors are afforded equal treatment. Communication between the Prospective Offerors and any non-designated City contact regarding the selection of an Offeror is prohibited from the time the RSOQ is advertised until a resulting contract is recommended for award. Failure of a Prospective Offeror or any of its representatives to comply with this paragraph may result in its SOQ being rejected.

(b) Offerors should thoroughly review the RSOQ and submit written questions by facsimile or e-mail to the City Clerk or City Engineer no later than close of business on the day designated on the Cover Page. The City will distribute responses to questions by RSOQ Addendum to all Prospective Offerors via electronic notification from the City Clerk/City Engineer's Office.

2.9 Evaluation Disclosures

(a) This RSOQ is subject to the restrictions set forth in NRS 332, which address the conduct of evaluators and bidders (Offerors), as well as the protection of information associated with the RSOQ process. Offerors may review the pertinent statutes (NRS 332.025, NRS 332.061, NRS 332.800, NRS 332.810, NRS 332.820) at: <http://leg.state.nv.us/law1.cfm>.

(b) The NRS definition of “evaluator” extends beyond individuals actually reviewing SOQ. NRS 332.025 provides the following definition: “Evaluator” means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of bids [SOQ], (ii) negotiations concerning purchasing by a local government, or (iii) the review or approval of the award, modification, or extension of a contract.

(c) A committee will conduct an evaluation of timely received SOQs. Each evaluator must certify that they have read NRS Chapter 332 restrictions on “evaluators” and “bidders” (Offerors), that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect personal interest in the award of any potential contract. Violation of certain of these restrictions is a misdemeanor.

(d) NRS 332.810 prohibits bidders (Offerors) from: (i) making certain offers of employment or business opportunities to an “evaluator” or member of the governing body, (ii) offering money, a gratuity, or other thing of value to an “evaluator” or member of the governing body, and (iii) soliciting or obtaining any proprietary information regarding the contract from an officer, employee, or member of the governing body. Violation of these restrictions is a gross misdemeanor.

(e) Pursuant to 332.820, evidence of agreement or collusion among Prospective Offerors and Offerors acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such Offerors void.

(f) Advance disclosure of any information to any Prospective Offeror which would give that Prospective Offeror any advantage over any other Prospective Offeror would operate to void all proposals received in response to the RSOQ.

(g) Offerors are reminded that the RSOQ Section 2.8 (Inquiries) has established the City Engineer as the point of contact during the solicitation, evaluation, and award processes.

2.10 Notice of Award

Upon completion of negotiations, the City Clerk/City Engineer shall issue a Notice of Award, notifying the Successful Offeror of the award and attaching the Contract to be executed by the Successful Offeror(s) and returned to the City.

A binding Contract will not exist between the parties until (i) certificates of insurance and other required documents have been validated and (ii) the City has executed the Contract. In preparing the required insurance documentation, Offeror shall refer to the example insurance certificate and associated forms provided as Attachment C to this RSOQ. The failure to execute and return any documents required herein, shall cause the City to rescind the award and enter into negotiations with the next highest ranked Offeror.

2.11 Conflict of Interest (City Officials)

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Exhibit G (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

Project Number
 Project Name
 Federal Project No:
 Form A

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This SOQ is submitted in response to RSOQ No. _____ and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge when preparing this SOQ.

Legal Name of Offeror:		DBA, if Applicable:	
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Incorporated in the State of _____)			
Address for Legal Notice:			
City:		State:	Zip:
Phone No.:		Fax No.:	
Contact Name:			
Email Address:			
Ely Business License No:		<input type="checkbox"/> ATTACHED Copies of all licenses, registrations or certifications required herein.	

Contact Name for Insurance:		
Phone No.:	Fax No.:	Email Address:
Insurance Agency Contact (Optional):		
Phone No.:	Fax No.:	Email Address:

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No.	Initial	Addendum No.	Initial
_____	_____	_____	_____
Addendum No.	Initial	Addendum No.	Initial
_____	_____	_____	_____
Addendum No.	Initial	Addendum No.	Initial
_____	_____	_____	_____

Project Number
Project Name
Federal Project No:
Form A

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the attached RSOQ. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all the materials specified in the manner and time therein prescribed in the RSOQ. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct.

*Authorized Representative's

Signature: _____

Date: _____

Authorized Representative's Name: _____
(Print)

Title: _____

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☐ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If "Yes" Specify Certifying Agency _____ (Attach a copy of your certification)

Project Number
 Project Name
 Federal Project No:
 Form C

FORM B – PAST PERFORMANCE

PROJECT NAME & LOCATION	ROLE		PROJECT CONSTRUCTION COST	PROJECT OWNER'S NAME & ADDRESS	OWNER REPRESENTATIVE'S NAME & PHONE	PROFESSIONAL OR KEY STAFF MEMBER / ROLE	CONSTRUCT COMPLETE DATE
	PRIME	SUB					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					

Project Number
 Project Name
 Federal Project No:
 Form C

FORM C – KEY PERSONNEL

NAME	DISCIPLINE (SEE BELOW)	TITLE	RESIDENT OF UNITED STATES?	LICENSE #S NV P.E., NSBAIDRD, OR NSBLA	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL

Disciplines: Architect, Chemical Engineer, Civil Engineer, Construction Inspector, Construction Manager, Corrosion Engineer, Cost Engineer/Estimator, Electrical Engineer, Engineer Intern, Environmental Engineer, Environmental Scientist, Environmental Manager, Fire Protection Engineer, Hydrologist, Interior Designer, Land Surveyor, Land Surveyor Intern, Landscape Architect, Mechanical Engineer, Structural Engineer

Project Number
Project Name
Federal Project No:
Form D

**FORM D - AFFIDAVIT REQUIRED UNDER SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____

COUNTY OF _____

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn 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:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from covered transactions by any Federal department or agency:

Have not within a three-year period preceding this proposal been convicted of or had a civil judgement
rendered against them for commission of fraud or a criminal offense in connection with obtaining,
attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or
State antitrust statutes, including those proscribing price fixing between competitors, allocation of
customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery,
falsification or destruction of records, making false statements, tax evasion, receiving stolen property,
making false claims, or obstruction of justice; commission of any other offense indicating a lack of
business integrity or business honesty that seriously and directly affects your present responsibility;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity
(Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this
certification; and

Have not within a three-year period preceding this application/proposal had one or more public
transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

Project Number

Project Name

Federal Project No:

Form D

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL) Notary Public, Judge or other Official

Project Number
Project Name
Federal Project No:
Form E

**FORM E – CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31
UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Project Number
Project Name
Federal Project No:
Form E

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p style="margin-top: 20px;">For Material Change Only:</p> <p style="margin-left: 40px;">year _____ quarter _____</p> <p style="margin-left: 40px;">date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p style="margin-left: 100px;">Tier _____, if known:</p> <p style="margin-top: 20px;">Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>_____</p> <p style="margin-top: 20px;">Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p> <p style="margin-top: 20px;">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know: _____</p>	<p>9. Award Amount, if known:</p> <p style="margin-left: 40px;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p style="margin-left: 40px;">(if individual, last name, first name, MI):</p> <p>_____</p> <p style="margin-top: 20px;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) _____</p> <p style="margin-left: 40px;">(last name, first name, MI):</p> <p style="margin-top: 20px;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p style="margin-top: 20px;">\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p>	
<p>12. Form of Payment (check all that apply):</p>		

Project Number
Project Name
Federal Project No:
Form E

<input type="checkbox"/> a. cash		<input type="checkbox"/> d. contingent fee	
<input type="checkbox"/> b. in-kind; specify: nature _____ value _____		<input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> _____			
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		_____ Signature _____ Print Name _____ Title _____ _____ Telephone No. Date	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL	

Project Number
Project Name
Federal Project No:
Form F

FORM F - TITLE VI COMPLIANCE QUESTIONNAIRE

Title VI is a statute provision of the Civil Rights Act of 1964:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 U.S.C. Sec 2000d)

The following information will be used by the City of Ely and the Federal Highway Administration (FHWA) for statistical purposes only. This information will be stored confidentially and will not affect any decisions made by the City.

Your participation is voluntary but would be greatly appreciated. If you choose to participate, please do not include this form with your technical Proposal. Please provide form in separate envelope labeled “Form F” after selection process.

Choose one ethnic group with which the principal owner(s) most identify:

- ☐ Black (Not of Hispanic origin: All persons having origins in any of the Black racial groups.)
- ☐ Asian/Pacific Islander (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.)
- ☐ Hispanic (All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.)
- ☐ Native American (All persons having origins in any of the original peoples of North America and who maintain cultural identification through a tribal affiliation or community recognition.)
- ☐ White (Not of Hispanic origin: All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.)
- ☐ Other (All persons not matching one of the other choices.)

Sex: ☐ Male ☐ Female

☐ I understand my participation is voluntary and decline to provide the requested information

Firm Name:

Owner Name (Print):

Owner Name (Sign):

Date:

ATTACHMENT A - PROTEST PROCEDURE - CONTRACT AWARD

(a) Any person who submits a SOQ in response to this advertised RSOQ may, after SOQs are received, evaluated, and a Contract is recommended for award, file a notice of protest (hereinafter, "Protest") with the City regarding the awarding of the resulting contract; provided, the person (hereinafter, "Protester") complies, as a condition precedent to consideration of such Protest, with the procedures set forth herein.

(b) Any person who submits a SOQ in response to this advertised RSOQ, who has received notice of elimination from further consideration for award, may file a Protest prior to the time a Contract is recommended for award, provided resolution of the protest may be accomplished without disclosure of other SOQs. Consideration of any such Protest will be limited to a discussion of the Protestor's SOQ, including strengths and weaknesses, and the actual terms and conditions of the RSOQ.

(c) The Protest must be submitted in writing to the attention of the City Clerk/City Engineer at the address set forth in the attached "Sample Contract", Attachment B, within five (5) business days after the Protester knows of the recommended award of a Contract resulting from this RSOQ, or within five (5) business days after receiving notice of elimination from further consideration for award.

(d) The Protest must include a written statement setting forth with specificity the reasons the person filing the Protest believes the applicable provisions of law were violated. The Protest shall contain, at a minimum, the following information:

(i) RSOQ number and title,

(ii) The name and address of the Protester and the title or position of the person submitting the Protest,

(iii) A statement describing in detail all of the issues being protested, the underlying specific provision(s) of law alleged to be violated, and the reasons the award of the contract should not be made as proposed by the City,

(iv) A statement describing in detail how the issues being protested adversely affect the Protester's SOQ submitted to the City,

(v) A statement describing the relief sought by the Protester, and

(vi) Such other information as the Protester deems to be material.

(e) The Protester shall provide such additional information requested by the City, which the City deems pertinent to the consideration of the Protest. The Protest shall identify all of the issues and arguments which support the Protester's claim that award of the Contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

Project Number
Project Name
Federal Project No:
Attachment A

(f) At the time the Protest is filed, the Protester must post with the City a security in the form of a cashier's check, bond, certified check or money order (hereinafter the "Protest Security") made payable to the City. The amount of the Protest Security shall be the lesser of (i) 25 percent (25%) of the Protester's proposed price(s), or (ii) Two Hundred Fifty Thousand Dollars (\$250,000). The City Clerk/City Engineer will hold the Protest Security until a final determination is made on the Protest.

(g) Upon receipt of the Protest and the Protest Security, which meet all the requirements set forth herein, the City Clerk/City Engineer will review the Protest with City representatives and, if the Protest is not resolved by mutual agreement, will render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the City Clerk/City Engineer may: (i) forward the Protest directly to the City Attorney, or (ii) forward the Protest directly to the City Council for a determination.

(h) The decision of the City Clerk/City Engineer may be appealed; provided, the Protester delivers written notice thereof to the City Clerk/City Engineer within three (3) business days of receipt by the Protester of the City Clerk/City Engineer's written determination. Upon receipt of the written notice of appeal, the City Clerk/City Engineer will forward the appeal to the City Attorney or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

(i) Upon receipt of the appeal, the City Attorney will review the Protest and issue a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. If the Protester is not satisfied with the City Attorney's decision, an appeal may be made to the City Council; provided, a written request is received by the City Attorney within three (3) business days of receipt by the Protester of the City Attorney's written determination.

(j) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. The City Council will not consider any appeal unless it complies with the procedures set forth herein.

(k) If the Protest is upheld, or the City decides to reject all SOQs in connection with the RSOQ, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable final decision (at any level) on the Protest, the City will return the Protest Security to the Protester within thirty (30) calendar days of the decision after deducting therefrom the expenses incurred by the City in processing the appeal.

(l) If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private counsel to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal. If the Protester prevails in court, the full amount of the Protest Security will be returned to the Protester. Any judicial relief sought by a Protester is subject to the sole and exclusive jurisdiction of the Seventh Judicial District Court, County of White Pine, State of Nevada and shall be governed by Nevada law.

Project Number

Project Name

Federal Project No:

Attachment A

(m) Neither the City nor its officers, employees, or authorized representatives are liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a SOQ, whether or not the person files a Protest.

(n) No award will be made of the Contract while a protest or appeal is pending before the City. A person who submits an unsuccessful SOQ may not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the Contract.

(o) The City, as administrator of the RSOQ and a resulting Contract on behalf of the City, is the sole and final forum for submission of Protests.

ATTACHMENT B - SAMPLE CONTRACT

PRIME DESIGN SERVICES AGREEMENT FOR PROJECT NAME

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF ELY**, a municipal corporation within the State of Nevada (herein the "City") whose address is **501 Mill Street, Ely, Nevada 89301**, and _____, (the "Consultant"), a _____, whose address is _____, _____.

WINTESSETH:

WHEREAS, the City intends to construct the _____ (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically

Project Number
Project Name
Federal Project No:
Attachment B

sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Designation of Consultant's Representative. The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 Responsibility for Construction Document Revisions.

A. Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

Project Number
Project Name
Federal Project No:
Attachment B

B. *Responsibility for Revisions.* The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

“Construction Cost Budget” as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor’s labor, materials, equipment, expenses, overhead and profit, but excludes the Project’s soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO CITY RESPONSIBILITIES

2.01 *City Representative.* The City Engineer or his authorized representative identified in the Key Personnel List is hereby designated as the City’s representative (the “City Representative”) with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.26 of this Agreement.

2.02 *Review of Consultant’s Services and Documents.* The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document. Consultant’s performance will be formally evaluated at design milestones (i.e. 70% design, 100% design, etc.) and the results will be considered during future SOQ evaluations.

2.03 *Access to Records.* The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 *Cooperation with Consultant.* The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict

Project Number
Project Name
Federal Project No:
Attachment B

with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the

Project Number
Project Name
Federal Project No:
Attachment B

Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

(v) The Consultant shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the City. The Consultant will, subsequent to obtaining written approval from the City, provide the City with a copy of the contract or agreement for professional services. The Consultant shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), the subcontract agreement shall also complete and sign RSOQ Form D - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," RSOQ Form E - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein. comply with Paragraph 16 of this Article. The Consultant 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 City shall be void.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising

Project Number
Project Name
Federal Project No:
Attachment B

out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 Compensation: Basic Services. For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit “D”** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 Compensation: Additional Services. For any services not set forth in the Scope of Services, the City shall pay to the Consultant a lump sum fee provided prior written approval for such services is given by the City Representative.

7.03 Compensation: Reimbursable Expenses. The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation. The Consultant further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

7.04 Payment Invoicing. The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. **In the event the Agreement includes DBE Goals (see Section 10.14), each invoice shall include details of work performed by a listed DBE and the amount of the invoice that is attributable to the work performed. The invoice shall additionally track and include the amount of the work to date that is attributable to the work performed.** The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.21A of this Agreement.

7.05 Right to Off-Set. The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which

Project Number
Project Name
Federal Project No:
Attachment B

has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.21 of this Agreement.

7.06 Final Payment. Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, the Nevada Department of Transportation (NDOT), the Federal Highway Administration (FHWA), the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 Disclosure. The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 Period of Maintenance. The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made

Project Number
Project Name
Federal Project No:
Attachment B

available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 Subcontract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

- (i) the Consultant was not a contributing cause for the suspension,
- (ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
- (iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. Termination for Convenience. The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.19 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 Termination for Cause or Other Resolution.

A. Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

Project Number
Project Name
Federal Project No:
Attachment B

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. *City's Rights.* Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a notice of claim or dispute pursuant to the procedure set forth in Section 10.21.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 Ownership of Documents.

A. *Architectural Works.* To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared

Project Number
Project Name
Federal Project No:
Attachment B

by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

B. *Other Works.* To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. *Definition of Architectural Work.* For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. *Delivery of Documents.* In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. *Confidentiality.* The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. *Contractual Rights.* Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under

Project Number
Project Name
Federal Project No:
Attachment B

this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. *Worker's Compensation Insurance.* This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. *Commercial General Liability Insurance.* This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. *Commercial Automobile Liability Insurance.* This insurance shall protect the Consultant from claims of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. *Professional Liability Insurance (Errors and Omissions Coverage).* This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

E. *Cancellation or Modification of Coverage.* The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. *Certificates and Endorsements.* The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such

Project Number
Project Name
Federal Project No:
Attachment B

insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. *Period of Coverage.* If the insurance coverage is underwritten on a “claims made” basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is “claims made” and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 *Indemnity.*

A. *Claims Not Based Upon or Arising out of Professional Services.* Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilpersons, officers, employees, and agents (herein the “Indemnities”), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the “Claims”) to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant’s subcontractors or agents (herein the “Consultant Parties”), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant’s insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. *Claims Based Upon or Arising out of Professional Services.* Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the “Professional Liability Claims”) to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

Project Number
Project Name
Federal Project No:
Attachment B

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants that:

A. it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Ely and the State of Nevada,

B. it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

C. its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

D. it has disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this

Project Number
Project Name
Federal Project No:
Attachment B

Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit “G”** within fifteen (15) days of such change.

10.10 Consultant’s Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 Compliance with Laws. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2 (Exhibit H).

A. The Consultant 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 City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

B. The Consultant agrees to complete and sign RSOQ Form D - “AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987,” RSOQ Form E - “CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS,” and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” attached hereto and incorporated herein.

10.14 Disadvantaged Business Enterprise Requirements (DBE).

A. The Nevada Department of Transportation has established a Disadvantaged Business Enterprise (DBE) participation requirement of _____ of the total dollar value of the negotiated agreement with the Successful Offeror.

Project Number
Project Name
Federal Project No:
Attachment B

B. A DBE is a for-profit small business concern as defined pursuant to Title 49, Part 26 of the Code of Federal Regulations (CFR).

C. Exhibit I includes the list of the DBEs who will support this agreement, the service they will be providing, and contract value (presented as percentage of total Agreement value) as identified in the Consultant's SOQ and accepted by the Nevada Department of Transportation and the City of Ely.

OR

There are no Disadvantaged Business Enterprise (DBE) program goals for this contract.

10.15 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.16 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.17 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.18 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.19 Notice. Any written notice required to be given under Sections 1.01 through 10.26 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.20 Prohibition Against Contingent Fees. The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to

Project Number
Project Name
Federal Project No:
Attachment B

the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.21 *Claim or Dispute Resolution.*

A. *Notice of Claim or Dispute.* For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.21C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.21B or 10.21C, the Consultant shall proceed diligently with the performance of this Agreement.

B. *Resolution by Management.* The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.21A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the City Legal and Administrative Director, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the City Attorney shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Attorney a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.21C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. *Resolution by Mediation.* Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.21B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Seventh Judicial District Court, County of White Pine, State of Nevada. The mediation shall take place in White Pine, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. *Right of Judicial Action.* Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action. Any such action is subject to

Project Number
Project Name
Federal Project No:
Attachment B

the sole and exclusive jurisdiction of the Seventh Judicial District Court, County of White Pine, State of Nevada.

10.22 *Attorney Fees.* The prevailing party in any litigation brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.23 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

10.24 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.25 *Request for Statements of Qualifications (RSOQ).* All requirements set forth in the RSOQ are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.26 *Counterparts; Electronic Delivery.* This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

Project Number
Project Name
Federal Project No:
Attachment B

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF ELY

CONSULTANT

By_____

_____, Mayor

By_____

Consultant Signer's Name, Consultant's Business
Name

ATTEST

_____, City Clerk

Date

APPROVED AS TO FORM

_____, City Attorney

Date

Project Number
Project Name
Federal Project No:
Attachment B

LIST OF EXHIBITS

EXHIBIT “ A ”	SCOPE OF SERVICES
EXHIBIT “ B ”	REQUIRED SUBMITTALS
EXHIBIT “ C ”	PERFORMANCE SCHEDULE
EXHIBIT “ D ”	FEE BREAKDOWN
EXHIBIT “ E ”	ADDITIONAL COMPENSATION
EXHIBIT “ F ”	KEY PERSONNEL LIST
EXHIBIT “ G ”	DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT “ H ”	DOT TITLE VI ASSURANCES (DOT ORDER 1050.2)
EXHIBIT “ I ”	DISADVANTAGE BUSINESS PARTICIPATION

Project Number
Project Name
Federal Project No:
Attachment B

EXHIBIT A – STATEMENT OF WORK

The project consists of

The Sample Contract for PRIME DESIGN SERVICES AGREEMENT, Attachment B, describes the Consultant and City responsibilities, Terms of the Agreement, and List of Exhibits.

The Consultant shall be familiar with the standard practices of the City and shall ensure all personnel provided to work on the project are familiar with the City's contract documents, including the plans, specifications, special provisions, and any additional services thereto.

NOTE: Scope to include a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

Project Number
Project Name
Federal Project No:
Exhibit G

EXHIBIT G - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“*City*” means the City of Ely.

“*City Council*” means the governing body of the City of Ely.

“*Contracting Entity*,” means the individual, partnership, or corporation seeking to enter into a contract with the City of Ely.

“*Principal*” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

3. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name:	
Address:	City / ST / Zip:
Telephone:	EIN or DUNS :
Block 2: Description / Subject Matter of Contract	
Services for:	Project Number:

Project Number
Project Name
Federal Project No:
Exhibit G

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐
Other:

Project Number
Project Name
Federal Project No:
Exhibit G

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled “Disclosure of Ownership/Principals – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Project Number
Project Name
Federal Project No:
Exhibit G

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (*Notarized signature required in event of contract award per section 4, "Incorporation"*)

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Signature

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Signature

EXHIBIT H – DEPARTMENT OF TRANSPORTATION ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the (*Name of Appropriate Administration*) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the (*Name of Appropriate Administration*) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the (*Name of Appropriate Administration*) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Project Number
Project Name
Federal Project No:
Exhibit G

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (*Recipient*) or the (*Name of Appropriate Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DOT ORDER 1050.2A

Pertinent Non-Discrimination Authorities;

☐ Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

☐ The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

☐ Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

☐ Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

☐ Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

Project Number

Project Name

Federal Project No:

Exhibit G

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

☐ Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Project Number
Project Name
Federal Project No:
Exhibit G

EXHIBIT I – DISADVANTAGED BUSINESS PARTICIPATION

The following DBEs have been identified to support this Agreement. The scope and percent of total contract value identified below shall serve as a minimum participation value, but may be exceeded. Consultant shall not delete work scope or reduce the identified DBEs contract value without prior written agreement by the Nevada Department of Transportation and the City of Ely.

DBE	Scope of Work	Minimum Percentage of Total Agreement Value
		%
		%
		%
		%

ATTACHMENT C - SAMPLE CERTIFICATE OF INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE				SAMPLE		DATE (MM/DD/YYYY)	
2. PRODUCER		<div>Insurence Agent/Broker Name</div> <div>Insurence Agent/Broker Street Address or P.O. Box</div> <div>Insurence Agent/Broker City, State & Zip Code</div> <div>Contact Name & Phone Number</div>				<div>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</div> <div>3. INSURERS AFFORDING COVERAGE</div>			
4. INSURED		<div>Company Name (as it appears on contract)</div> <div>Company Street Address or P.O. Box</div> <div>City, State & Zip Code</div>				<div>Insured name must match name stated on the current contract with City of Ely</div> <div>Name of Insurance Company</div> <div>Enter NAIC#</div> <div>Name of Insurance Company (if applicable)</div> <div>Enter NAIC#</div> <div>Name of Insurance Company (if applicable)</div> <div>Enter NAIC#</div> <div>INSURER D: Name of Insurance Company (if applicable)</div> <div>Enter NAIC#</div> <div>INSURER E: Name of Insurance Company (if applicable)</div> <div>Enter NAIC#</div>			
5. COVERAGES									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	6. LIMITS			
	<input checked="" type="checkbox"/>	<div>GENERAL LIABILITY</div> <div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div> <div><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:</div> <div><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</div>	Enter Policy #	Enter Effective	Enter Expiration Date	<div>EACH OCCURENCE</div> <div>\$Enter Limit</div> <div>DAMAGE TO RENTED</div> <div>\$</div> <div>PREMISES (Ea occurrence)</div> <div>MED EXP (Any one person)</div> <div>\$N/A</div> <div>PERSONAL & ADV INJURY</div> <div>\$Enter Limit</div> <div>GENERAL AGGREGATE</div> <div>\$Enter Limit</div> <div>PRODUCTS - COMP/OP AGG</div> <div>\$Enter Limit</div> <div></div> <div>\$</div>			
	<input checked="" type="checkbox"/>	<div>AUTOMOBILE LIABILITY</div> <div><input checked="" type="checkbox"/> ANY AUTO</div> <div><input type="checkbox"/> ALL OWNED AUTOS</div> <div><input type="checkbox"/> SCHEDULED AUTOS</div> <div><input type="checkbox"/></div>			Enter Expiration Date	<div>COMBINED SINGLE LIMIT</div> <div>\$Enter Limit</div> <div>(Each Occurrence)</div> <div>BODILY INJURY</div> <div>\$</div> <div>(Per person)</div> <div>BODILY INJURY</div> <div>\$</div> <div>(Per accident)</div> <div>PROPERTY DAMAGE</div> <div>\$</div> <div>(Per accident)</div> <div></div>			
	<input type="checkbox"/>	<div>GARAGE LIABILITY</div> <div><input type="checkbox"/> ANY AUTO</div>	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	<div>AUTO ONLY - EA ACCIDENT</div> <div>\$Enter Limit</div> <div>OTHER THAN EA ACC</div> <div>\$</div> <div>AUTO ONLY: AGG</div> <div>\$</div>			
	<input type="checkbox"/>	<div>EXCESS/UMBRELLA LIABILITY</div>	Enter Policy # (if	Enter Effective	Enter	<div>EACH OCCURENCE</div> <div>\$Enter Limit</div>			
<div>Workers Compensation must comply with State of Nevada statutory limits</div>									

Project Number
Project Name
Federal Project No:
Attachment C

	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	required)	Date	Expiration Date	AGGREGATE	\$Enter Limit
						\$
						\$
						\$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
<input type="checkbox"/>	OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL						
Ely Contract No.& Project Title						

CERTIFICATE HOLDER	CANCELLATION
City of Ely 501 Mill Street Ely, NV 89301 OR Email: _____@elycity.com	OF THE ABOVE DESCRIBED POLICIES BY OF, THE INSURER AFFORDING COVERAG TICE TO THE CERTIFICATE HOLDER NA E NO OBLIGATION OR LIABILITY OF AN TIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Project Number
Project Name
Federal Project No:
Attachment C

POLICY NUMBER: _____

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

SAMPLE

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of “your work” done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Project Number
Project Name
Federal Project No:
Attachment C

Waiver of Subrogation Endorsement Form

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Project Number
Project Name
Federal Project No:
Attachment C

POLICY NUMBER: _____

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

SCHEDULE

Name of Person or Organization:

SAMPLE

Project Number
Project Name
Federal Project No:
Attachment C

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

CG 20 10 11 85
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