

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Design Workshop, Inc.

1. **CONTRACT TERM.** This Contract shall be effective from June 18, 2020 until deliverables are met.

2. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified: \_\_\_\_\_  
Please see Scope of Services

\_\_\_\_\_. The City will pay the Contractor a not-to-exceed (NTE) amount of \$15,450.00 for services as described based on actual time and materials.

3. **ASSENT.** The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. **CONTRACT TERMINATION:** A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

6. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.

8. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. **LICENSES AND INSURANCE:** Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

11. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. **ASSIGNMENT/DELEGATION.** Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

13. **PUBLIC RECORDS.** Information or documents received from Contractor may be open to public inspection and copying.

14. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachment; and shall be fit for ordinary use, of good quality, with no material defects.

15. **GOVERNING LAW; JURISDICTION.** This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

16. **ACKNOWLEDGMENT, EXECUTION & PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

## **NON-DISCRIMINATION & CDBG.**

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

b. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, 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.

c. The Contractor will comply with the following provision: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT

ACT OF 1974: No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds

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made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

d. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

e. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.

\_\_\_\_\_  
Contractor Representative  
DATE: \_\_\_\_\_  
BUS LIC # BL16-5147 \_\_\_\_\_  
TITLE: Design Workshop Inc. \_\_\_\_\_  
ADDRESS: PO Box 5666, Stateline, NV 89449-5666 \_\_\_\_\_

\_\_\_\_\_  
City of Fernley Originating Department  
DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk, City of Fernley  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Fernley  
DATE: \_\_\_\_\_