

CONTRACT FOR SERVICES

Clean and Safe

THIS CONTRACT FOR SERVICES ("Contract"), made and entered into this 12th day of August, 2020, by and between the City of Reno, hereinafter referred to as the "CITY", and QUAL-ECON U.S.A. INC., hereinafter referred to as "CONTRACTOR":

WITNESSETH:

WHEREAS, the City of Reno is creating a community that people are proud to call home;

WHEREAS, Economic Opportunity, Homelessness, and Affordable Housing was identified as a top priority in the 2020-2025 City of Reno Strategic Plan;

WHEREAS, the City seeks to continue with the Clean and Safe Team operations to address public health and welfare along the river, parks, and other public spaces;

WHEREAS, the CONTRACTOR has represented that they are qualified and experienced in the performance of said services;

NOW, THEREFORE, the CITY and CONTRACTOR, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

CITY agrees to retain and does hereby retain CONTRACTOR to perform the services hereinafter more particularly described. The term of this Contract shall commence on the date of its execution and terminate on August 31, 2021.

At the sole discretion of the City, the City may extend the term of this Contract for a one (1) year period, and may subsequently extend the Contract with CONTRACTOR for up to three successive one (1) year periods, with each such extension being at the sole discretion of the City Manager, or designee.

CONTRACTOR hereby agrees to perform the services as set forth herein.

CONTRACTOR and its agents shall have no authority express or implied, to act as an agent on behalf of the CITY or to bind the CITY to any obligation. The parties agree that CONTRACTOR is not a CITY employee and there shall be no:

- a) Withholding of income taxes by the CITY;
- b) Industrial insurance provided by the CITY;
- c) Participation in group insurance plans which may be available to employees of the CITY;
- d) Participation or contributions by either the independent contractor or CITY to any public employees retirement system;

- e) Accumulation of vacation leave or sick leave; or
- f) Unemployment compensation coverage.

CONTRACTOR shall maintain, during the term of this Contract, comprehensive general liability coverage for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence during the term of this Contract. The City to be an additional insured with thirty (30) day notice of termination requirement for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Automobile coverage of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. CONTRACTOR shall also maintain during the term of this Agreement professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000) aggregate. As evidence of insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the CITY for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Certificates of insurance should be delivered to the office of the Risk Manager c/o Reno City Attorney's Office, at; 1 E. 1st Street, Reno, NV 89501, or mailed to: P.O. Box 1900, Reno, NV 89505.

If applicable, CONTRACTOR shall maintain during the term of this Contract Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. CONTRACTOR must also comply with all applicable state laws which require participation in any state workers' compensation fund.

ARTICLE II - SCOPE OF SERVICES

The Scope of Services is set forth in Attachment "A" as attached hereto and incorporated herein by this reference which consists of one (1) page setting forth tasks. The responsibilities of the City are set forth in Attachment "B" as attached hereto and incorporated herein by this reference which consists of one (1) page.

ARTICLE III - COMPENSATION

Payment for the services herein above set forth shall be made by the CITY to the CONTRACTOR and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the services.

- A. Compensation to the CONTRACTOR shall be as set forth in Attachment "C" attached hereto and incorporated herein by this reference.

- B. Payments shall be made by the CITY based on invoices from the CONTRACTOR. Such payments shall be for the invoice amount.
- C. CITY shall pay CONTRACTOR within 30 days of receipt by CITY of CONTRACTOR's invoice. If CITY disputes only portions of an invoice, CITY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CITY of invoices or requests for payment shall not constitute acceptance by CITY of work performed under this Contract by the CONTRACTOR.
- D. The budget for total charges for services authorized by this Contract is Five Hundred Ten Thousand Dollars (\$510,000) and shall not be exceeded without authorization of the CITY. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONTRACTOR is not authorized to provide any additional services beyond the scope of work, and will not be compensated by the CITY for performing such services, without a written amendment to the CONTRACT approved by the CITY.

ARTICLE IV - SCHEDULE OF WORK

CONTRACTOR will commence and complete the services to be provided hereunder on such dates and times as identified in writing by the CITY's Clean and Safe Project Manager and/or Program Assistant. No charges or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this Contract.

ARTICLE V - ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign this Contract without prior written approval of the CITY, which may be withheld for any reason whatsoever.

ARTICLE VI - SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work without prior written consent of the CITY.

ARTICLE VII - BUSINESS LICENSE

CONTRACTOR is required to maintain both a current State of Nevada and a City of Reno business license, and to comply with all applicable business licensing requirements.

ARTICLE VIII - CITY'S RESPONSIBILITY

CITY shall designate a Project Manager to act as the CITY's representative with respect to the work performed under this Contract.

CITY shall provide any information in its possession that is requested by CONTRACTOR and is necessary to complete the Project. At CITY's sole discretion, the CITY's Project Manager shall coordinate and direct the services performed under this CONTRACT, and CITY staff assistance as may be required by this Contract.

ARTICLE IX - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR shall consider all information provided by CITY to be proprietary unless such information is available from public sources. CONTRACTOR shall not publish or disclose proprietary information for any purpose, other than the performance of services, without the prior written authorization of CITY, or in response to legal process or as required by the regulations of public entities.

ARTICLE X - NOTICE

Any notice, demand, or request required by or made pursuant to this CONTRACT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the persons specified below:

To RENO:
City of Reno
Attn: Cynthia Esparza
City Manager's Office
P.O. Box 1900 Reno,
NV 89505

To CONTRACTOR:
QUAL-ECON U.S.A.
INC.
1015 Telegraph St. #C
Reno, Nevada 89502

With copy to:
Reno City Attorney
P.O. Box 1900 Reno,
NV 89505

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE XI - GOVERNING LAW

This Contract shall be governed by and construed pursuant to the laws of the State of Nevada. In the event legal action is commenced hereunder, the suit shall be brought in the appropriate Nevada State court in Washoe County, State of Nevada.

ARTICLE XII - SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and their successors, and assigns to the other party to this Contract and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations of this Contract.

ARTICLE XIII- PAYMENT OF TAXES

CONTRACTOR shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONTRACTOR'S performance under this Contract (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XIV -TERMINATION OF CONTRACT

Either party to this Contract may terminate the Contract for cause upon giving the other party written notice. Cause for the CITY to terminate may include, failure of CONTRACTOR to perform and performance by CONTRACTOR which CITY deems unsatisfactory in CITY'S sole judgment. Cause for CONTRACTOR may include, failure of CITY to make timely payment to CONTRACTOR without good cause, following a demand for payment.

In the event the Contract is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONTRACTOR's failure to perform, or other cause created by CONTRACTOR, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONTRACTOR for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Contract; value of CITY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination.

ARTICLE XV - MODIFICATION OF WORK

CITY may terminate any or all of the work assigned by CITY under this Contract for any reason deemed sufficient in the CITY'S sole discretion by so notifying CONTRACTOR in writing.

CONTRACTOR shall be entitled to receive compensation for all work satisfactorily completed and performed until receipt of such notification.

At the CITY'S sole discretion, the CITY can require the CONTRACTOR to remove one or more of its employees either temporarily or permanently from one of more task orders, or can require the CONTRACTOR to remove one or more of its employees permanently from working on any task order pursuant to this Contract. The CONTRACTOR will be required to furnish replacement employees to finish any uncompleted task order the CITY requires the CONTRACTOR to finish. Upon the CITY'S written request, the CONTRACTOR will be required to furnish a replacement employee for each of its employees prevented from working

on all future task orders by the CITY. The CONTRACTOR will not be entitled to additional compensation for any action taken by the CITY pursuant to this paragraph.

ARTICLE XVI - SERVICE QUALITY

CONTRACTOR shall be responsible for the professional quality and technical accuracy of all services furnished by CONTRACTOR under this Contract. Without limiting the effect of any other provision of this Contract and in addition to any other provision contained herein, CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its services.

CONTRACTOR retained pursuant to this CONTRACT has represented to the CITY that they are skilled in the profession to a degree necessary to perform the services and duties contained in this Contract, and CITY hereby relies upon those representations.

CONTRACTOR shall perform such services and duties as contained in this Contract in conformance to and consistent with the standards generally recognized as being employed by similar service providers in the State of Nevada. CONTRACTOR makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice other than as provided herein.

Neither the CITY's review, approval, acceptance nor payment for any of the services or work required under this Contract shall be construed to operate as a waiver of any of CITY'S rights under this Contract. The rights and remedies of CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

Project information including, but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CITY. The observations, findings, conclusions and recommendations made represent the opinions of the CONTRACTOR. Reports, records, and information prepared by others may be used in the preparation of the reports to the CITY. The CONTRACTOR has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, nor does the CONTRACTOR make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONTRACTOR for use of reports for purposes of facility design by others.

ARTICLE XVII - GENERAL PROVISIONS

1. Integration. This Contract, including the Attachments and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Contract, constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
2. Severability. The legality of any provision or portion of this Contract shall not affect the validity of the remainder.
3. Amendment. This Contract shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.

4. No Third Party Benefit. This Contract is a contract between CITY and CONTRACTOR and nothing herein is intended to create any third party benefit.
5. Limited Liability. The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
6. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee, agent or student of the CONTRACTOR) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees, experts' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from: (1) the services under this Contract, or any part thereof, (2) any act or omission of CONTRACTOR, and any employee or agent of CONTRACTOR, or anyone CONTRACTOR controls (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, and (3) any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONTRACTOR's performance of this Contract (including, without limitation, unemployment insurance, social security, and income taxes.

ARTICLE XVIII- DUE AUTHORIZATION

Each party represents that all required authorizations have been obtained to execute this Contract and for the compliance with each and every term hereof. Each person signing this Contract warrants and represents to the other party that they have actual authority to execute this Contract on behalf of the party for whom they are signing.

Duplicate originals. This Contract is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

THE CITY OF RENO,
a municipal corporation of the State of
Nevada

QUAL-ECON U.S.A. INC.

By:



By:



APPROVED AS FORM ONLY

By:



City Attorney's Office

Attachment "A" Scope of Services

CONTRACTOR RESPONSIBILITY

CONTRACTOR will provide the CITY on call, as needed services to assist the City with Clean and Safe Team operations, to include:

- Removal of all trash, debris, waste, and personal property from sites identified by the CITY;
- Providing necessary equipment as needed and vehicle to haul trash, debris, waste, and personal property;
- Providing predictable and proactive response to the identified public health and safety issues;
- Restoring designated sites to a clean and safe state under the direction of CITY Project Manager;
- Providing technicians per shift as requested by CITY;
- Provide services as requested by CITY seven days per week;
- Providing data, findings, and experiences of the response teams to CITY Project Manager;
- Ensure safety protocol for CONTRACTOR employees;
- Safely and properly dispose of debris, waste, and other materials gathered in course of work performed on behalf of the CITY;
- Secure and identify items identified by CITY as personal property consistently with specifications provided by the CITY; and
- Controlling and disposing of bio hazards at assigned sites.

Attachment "B"

CITY RESPONSIBILITY

The CITY has identified the need for a Clean and Safe Team to promote the furtherance of the mission, priorities, and goals for the CITY. In order for the CONTRACTOR to perform to an acceptable service standard, the CITY is required to provide the following support services, technology, and other assistance in conjunction with performance by the CONTRACTOR:

- Provide CONTRACTOR access to information necessary for CONTRACTOR to perform in an acceptable capacity;
- Overseeing a predictable and proactive City response to the identified public health and safety issues;
- Establish and maintain a response method and schedule;
- Providing notice to CONTRACTOR of technicians, services, materials needed, and assigned sites;
- Track and report data on the findings and experiences of the response teams;
- Assure the application of proper resources to accomplish the program objectives;
- Oversight of associated personal property storage gathered by CONTRACTOR;
- Work with Reno Police Department to ensure proper security of the team and that sites are properly posted; and,
- Direction and location for disposing of waste from assigned sites.

Attachment "C"

FEE SCHEDULE

CONTRACTOR will invoice the CITY for as needed.

Classification	Rate
Staff Time Business Hours	\$90/Hr/Tech Minimum two employees, three hours per call Monday - Friday 8:00 a.m. - 5:00 p.m.
Staff Time After Hours and Holidays	\$110/Hr/Tech Minimum two employees, 1.5 hours each

261
→ EACH EMPLOYEE
D.D.

In no event shall the amount for the services to be performed by this Contract exceed Five Hundred Ten Thousand dollars (\$510,000) without the prior written approval of the City.

