

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES  
BETWEEN THE  
CITY OF RENO, CITY  
AND  
VISION BUILDING RENTALS, INC.

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation, (both hereinafter referred to as "City") and Vision Building Rentals, Inc. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the attached Proposal marked as Attachment A.

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. PROFESSIONAL STANDARDS. The Contractor shall provide the services set forth herein in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
2. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.
3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision shall constitute a material breach of contract.
4. CONTRACT TERM. This Contract shall be effective when signed by all parties until completed, unless otherwise terminated.
5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by

Contract with Vision Building Rental, Inc.

certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

City: City of Reno  
Travis Truhill  
Director Maintenance & Operations  
1640 East Commercial Row  
Reno, NV, 89502  
P.O. Box 1900  
Reno, NV 89505

Contractor: Vision Building Rentals, Inc.  
Darcy Dahlem  
General Manager  
3150 West Wigwam Avenue  
Las Vegas, NV 89139

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in Attachment A in an amount not to exceed \$199,619.16.
7. INCORPORATED DOCUMENTS – PROPOSAL. The parties agree that the scope of work shall be specifically described in Attachment A.
8. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.
9. INSPECTION & AUDIT.
  - a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.
  - b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
  - c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary

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to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.
- c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
  - iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

11. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. Contractor's tort liability shall not be limited.

12. 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, including without limitation, earthquakes, floods, winds, or storms. 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 the Contract after the intervening cause ceases.

13. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, 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 negligent or willful acts or omissions of Contractor, its officers, employees and agents.

14. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. 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.
15. INSURANCE. Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.
- Automobile coverage at least as broad as Insurance Services Office business auto coverage form CA OO 01 10 13 or an equivalent form covering automobile liability symbol 1 "Any Auto". In lieu of a separate business auto liability policy, the City may agree to accept auto liability covered in the CGL policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
16. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal licenses, 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 will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the 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 breach.
18. 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.

19. ASSIGNMENT/DELEGATION. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract.
20. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
21. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
23. LOBBYING. The parties agree where expressly prohibited by law or ordinance, no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
  - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
24. 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. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.
25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

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

VISION BUILDING RENTALS, INC.

By: \_\_\_\_\_  
Darcy Dahlem, General Manager

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

By: \_\_\_\_\_  
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

Contract with Vision Building Rental, Inc.



VISION BUILDING RENTALS, INC.

**PURCHASE PROPOSAL**

**ATTACHMENT A**

**Name: Reno Fire Station 21**

**Features: Recover Existing 60'W x 80'L (4,800 sq. ft.) Fire Station and 19'W x 10'L (190 sq. ft.) Corridor**

- NFPA 701 approved fabric cover including tie down and tensioning systems
- Exterior cover membrane replacement with ELITE HDPE membrane 20-year warranty replaced and resealed with all termination, tensioning hardware, belting and straps for weather proofing throughout
- HVAC, lighting, electrical and plumbing to be removed by Others prior to the membrane replacement process
- Replace all frame out materials for mechanical/electrical/windows, doors, foundation throughout to be replaced as per weather proofing to manufacturers standard approved methods
- Fabric termination materials

**Total Material Supply Cost: \$82,346.00**

**Manufacturers 2/15 Prorated Warranty Credit: (\$6,486.84)**

**Total Material Supply Cost including Warranty Credit: \$75,859.16**

**\*Please note: Shipping and Handling of materials to site is not included and will be invoiced separately and prior to transporting materials to site. Estimated Cost: (1) Trucks at \$7,260.00/Truck**

**Installation Services \$116,500.00**

- Full installation services by a certified install crew, including all labor costs associated expenses, specialty hand tools and rental equipment required to perform the installation.

**Total Material Supply , Installed, and Delivered: \$199,619.16**

*VISION BUILDING RENTALS, INC  
PURCHASE CONTRACT*

3150 WEST WIGWAM AVENUE LAS VEGAS, NEVADA 89139  
P# 702.222.4012 F# 702.798.1200 T# 877.497.5366 www.visionbuildingsystems.com



VISION BUILDING RENTALS, INC.

**PURCHASE PROPOSAL**

**Payment Terms:**

- 50% Deposit of Total Contract (\$96,179.58 ; Does not include any approved Options/Extras) will be due and owing upon the return of the signed contract
- Shipping and Handling will be invoiced separately and prior to transporting materials to site in the amount of \$7,260.00
- 35% Progress Payment of Total Contract (\$67,325.71; Does not include any approved Options/Extras) will be due and owing upon materials arrival to site
- 15% Final Payment of Total Contract (\$28,853.87; Does not include any approved Options/Extras) will be due and owing upon substantial completion

**Customer Obligations**

- a) Customer is responsible for all permits and/or licenses that may be required and renewal thereof (if not specified in proposal)
- b) Customer must clearly identify the location of all underground facilities at the Project site
- c) Customer is responsible for garbage, debris, and restroom units for the duration of the installation
- d) Customer is responsible to provide a power source for the duration of the installation
- e) Customer is responsible to pay for any third-party special inspections (if applicable)
- f) Customer must insure 20 ft. clearance access on all sides of structure. If access to work is less than 20 ft. clear on all sides of building, additional installation charges may apply
- g) Customer is responsible for fire suppression system (if not specified in proposal)

**CONDITONS OF SUPPLY**  
**VISION BUILDING COMPANIES**

1. **TITLE:** Title, ownership and right to possession of the building materials shall not pass to Purchaser until all monies due and owing under this contract are fully paid.
2. **WARRANTIES:** The building materials are covered by warranties supplied by the manufacturer. There are no other warranties, guarantees or representations, express or implied, with respect to the building materials and none are offered by the Dealer. To the extent there are any express or implied warranties, liability for the same shall not exceed the dollar value of this contract.
3. **PERSONAL PROPERTY, NOT REAL PROPERTY:** The Purchaser represents and warrants that he/she is the owner of or the person entitled to possession of the real property upon which the building materials are being or will be installed and that notwithstanding any law to the contrary the building materials shall remain the personal property of the Dealer and shall not form part of the real property until payment in full by Purchaser.
4. **LICENSE TO ENTER UPON LANDS:** In the event the purchaser is in default or arrears of any payment obligation here under, the Purchaser hereby grants to the Dealer or his duly authorized representatives or agents the right and license to enter upon the real property upon which the building materials are located and to dismantle and remove the same from said real property.
5. **COMPLIANCE WITH LAWS:** Purchaser shall obtain all necessary permits required by any governmental agency or other entity necessary to ensure that the building to be erected complies with all applicable laws, codes and regulations. Purchaser represents that the intended project site location has been approved by all utility companies or any other person or entity having easements or any other rights of access or use to the site location.
6. Building size is approximate and intended to identify standard sizes sold by the Dealer. No expressed or implied

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*PURCHASE CONTRACT*

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<b>PURCHASE PROPOSAL</b>
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warranty or representation is made by the Dealer as to the exact dimensions of the building, as the building may vary depending upon the placement of the foundation base. Steel gauges are subject to standard of the industry variations and are intended only to identify general gauge designations as used by steel fabricators.

7. Dealer has the right to affix in a conspicuous place on the exterior of the structure its company name and phone number.

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