

CITY OF HENDERSON, NEVADA GENERAL CONDITIONS FOR SERVICES

GCS.1 QUALIFICATIONS: Vendor represents to CITY that it is qualified to provide the specified services. Vendor further represents that it is licensed to practice by all public entities having jurisdiction over such business, that it will maintain or obtain all necessary licenses, permits or other authorizations to perform specified services, and that it is financially solvent, able to pay its debts when due, and possessed of sufficient working capital to complete the specified services.

GCS.2 FEDERAL, STATE, AND LOCAL LAWS: Vendors will comply with all applicable laws, rules and regulations of all government authorities having jurisdiction over the performance of specified services, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, religion or national origin, disability, sexual orientation, and gender identity or expression or any other protected status. This Purchase Order shall be construed and interpreted in accordance with the laws of the State of Nevada.

GCS.3 INDEPENDENT CONTRACTOR: Vendor agrees that it will perform the specified services as an independent contractor and Vendor shall be solely responsible for all taxes resulting from receipt of payment under this Purchase Order.

GCS.4 IDENTIFICATION: Purchase Order number must appear on all invoices and correspondence concerning the services.

GCS.5 PAYMENT: The maximum amount payable to Vendor by CITY for the specified services shall not exceed the amount contained on the Purchase Order. Payment will be made 30 days from receipt of invoice for the specified services by the CITY, unless stated otherwise on the Purchase Order. The CITY shall mail payments to the Vendor based on receipt by the CITY of the final invoice and supporting documents.

GCS.6 INSURANCE: Vendor shall procure and maintain insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the services specified under this Purchase Order. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII. Vendor shall provide CITY with copies of all required insurance policies prior to the start of the services. General Liability requirements: \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence with CITY named as an additional insured. If aggregating, the aggregate shall apply separately to this project or be twice the required limit. The general liability policies are to contain or be endorsed to contain the following: CITY, its officers, employees, agents, and volunteers are to be covered as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises occupied or used by Vendor (its officers, employees, agents, subcontractors). The coverage shall contain no special limitations on the scope of protection afforded to CITY; for any claims related to this Purchase Order, Vendor's coverage shall be primary as respects CITY, its officers, employees, agents and volunteers; any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage to CITY; Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, returned receipt requested, has been given to CITY. If any of the insurance coverage required hereunder is canceled, reduced or restricted, CITY reserves the right to terminate this Purchase Order. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

GCS.7 WAIVER: No consent or waiver, express or implied, by either party to the specified services or 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 to or of any other breach or default by such party. Failure on the part of any party 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.

GCS.8 PROHIBITION AGAINST CONTINGENT FEES: The Vendor warrants that no person or entity has been employed or retained to solicit or secure this Purchase Order upon an agreement or understanding for a commission, percentage, and brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this Purchase Order without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

GCS.9 PUBLICITY AND OWNERSHIP: Vendor shall submit to the CITY for its advance written approval, all publicity concerning the naming of or use of CITY owned programs or facilities with respect to the performance of the specified services.

GCS.10 FUNDING OUT CLAUSE: Funding of the services specified under this Purchase Order is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the specified services are not allocated by the CITY, this Purchase Order shall terminate at the expiration of the appropriated funds.

GCS.11 TERMINATION: The specified services may be terminated by the Vendor upon thirty (30) days written notice to the CITY should the CITY fail to substantially perform in accordance with its obligations, so long as the failure is through no fault of Vendor. The specified services may be terminated

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by the CITY at any time, for any reason, or for no reason.

GCS.12 RULES OF PRECEDENCE: In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these General Conditions; (2) All General Conditions of the Purchase Order prevail over any Vendor quotation.

GCS.13 INDEMNITY: Vendor shall indemnify, defend and hold harmless the CITY, its officers, officials, employees, agents and volunteers from and against any liability, loss, damage, expense and cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the services specified herein, or damage to any property, or Vendor's failure to comply with any of its obligations in this Purchase Order, except such loss or damage which was caused by the gross negligence or willful misconduct of the CITY.

GCS.14 FORCE MAJEURE: Vendor shall be excused from performance hereunder during the time and to the extent that Vendor is prevented from obtaining, delivering, or performing the specified services in the customary manner, due to fire, flood, storm, earthquake or in the event that any other casualty of unforeseen circumstances including but not limited to war, acts of vandalism, destruction, public disobedience, terrorism, or the action of civil or military authorities. Vendor shall provide the CITY satisfactory evidence that non-performance is due to other than fault or negligence on vendor's part. Should any of the above events make the fulfillment of the CITY's obligations difficult or impossible, the specified services may be cancelled by the CITY. The CITY shall not in any case be held liable or responsible

to the Vendor for any damage caused by such cancellation and the CITY shall be relieved from any further liability by reason of this Purchase Order.

GCS.15 TIME OF ESSENCE; SEVERABILITY; ENTIRE AGREEMENT; MODIFICATION; ASSIGNMENT: Time is of the essence as to each and every provision of this Purchase Order. In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding on the parties. This Purchase Order and its general conditions constitute the entire agreement between the parties with respect to the specified services, and can be modified or amended only by a written document duly executed by the authorized representatives of the parties. Vendor will not assign, transfer, convey, or otherwise dispose of this Purchase Order or its right, title, or interest in or the same, or any part thereof, without previous written consent of the CITY and any sureties.

GCS.16 ARBITRATION: All claims, disputes, and other matters in question between the parties to this Purchase Order, arising out of or relating to this Purchase Order or the breach thereof will be decided by arbitration. Except as set forth herein, arbitration will be used in accordance with the rules of the American Arbitration Association or JAMS unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Purchase Order, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Purchase Order except by written consent containing a specific reference to this Purchase Order and signed by the CITY and the Vendor, and any other person sought to be joined. Any consent to arbitration involving any additional person or persons shall not constitute consent to arbitration of any dispute not

described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with any additional person or persons duly consented to by the parties of this Purchase Order shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Purchase Order and with the American Arbitration Association or JAMS. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

In the event that either party demands arbitration, it is agreed by the parties hereto that all means of discovery, including, but not limited to depositions and interrogations will be afforded to the parties in the arbitration, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be conducted in Henderson, Nevada.

All costs to initiate the arbitration are to borne by the filing party. Final costs are to be borne by the unsuccessful party, unless the arbitral tribunal apportions such costs among the parties if it determines that the apportionment is reasonable, taking into account the circumstances of the case.