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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

FILED
NO. 95.155

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA REED
CLERK

AND

BY *[Signature]* DEPUTY

Action Construction, Co.

NAME AND TITLE OF INDEPENDENT CONTRACTOR

PO Box 4585, Stateline, NV 89449

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with Nev. Rev. Stat. § 616.280. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to SIIS:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor agrees, prior to the expiration of the six month period, to provide another written request to SIIS for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as described in the attached Exhibit A. Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to these services at the same time, under similar conditions, and in the same or a similar locality. This warranty is in lieu of all other warranties either express or implied.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$2,787.00. Contractor will submit billings to the County, and Contractor's invoices shall be paid by County within thirty (30) days of receipt.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party.

7. CONSTRUCTION OF CONTRACT. This contract shall be constructed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of the obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials to the County unless the County has requested remittance and delivery by Contractor of the items. Contractor may charge County, on a Time and Reimbursable materials basis, according to the rate schedule then in effect for the retrieval of any materials required by County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

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12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to §§ 4, 5, 10 and 11), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev. Rev. Stat. § 239 and shall be available for inspection and copying by any person, as defined in Nev. Rev. Stat. § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, action, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligent performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

Richard H. Mess DBA Actwin Const Co 10-10-95
(Contractor's Name) (Date)

[Signature] 10-10-95
BOARD OF COUNTY COMMISSIONERS (Date)
Purchasing Agent

Approved as to form by:

Robert J. Morris
Deputy District Attorney

Exhibit A
Glenbrook Slope Stabilization Project
Propane Tank Installation
Scope of Work

Douthat Residence Propane Tank Installation
1873 Highway 50, Glenbrook, NV 89413:

- Provide all trenching, excavation, 1/2 inch polyethylene pipe, pipe bedding, backfill and compaction for propane gas line (100± linear feet) from the new tank to the existing service at the house. The new gas line shall be extended to the existing service at the house, but not connected. The polyethylene pipe shall have a minimum of 18 inches of cover. The contractor shall be responsible for locating all existing utilities. If public or private property is damaged or destroyed, the Contractor shall at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it.
- Construct reinforced concrete pad (3' x 9' x 0.5') with tank supports. Supports may be poured in-place in lieu of prefabricated supports. If supports are poured in-place, they shall be a minimum of 4 inches thick and reinforced with not less than WWF 6x12 by W26 or four No. 3 reinforcing bars in each direction. Contractor shall coordinate the location of the new propane tank with the property owner in accordance with the Fire District Regulations.
- Supply, deliver, tie down, and hook-up a 500 gallon propane tank with new valving. Make the connection to the new propane gas line and install valves and regulators (at the propane tank and at the connection to the home) as necessary.
- All work shall be completed in accordance with the Standard Specifications for Public Works Construction, 1992 edition (e.g. Orange Book) and the Tahoe Fire District regulations.
- Contractor shall be responsible for all permits, test, and inspections. A Douglas County Building Permit and a pressure test on the gas line are required.
- Contractor shall revegetate restore all areas that are disturbed during construction in accordance with the Tahoe Regional Planning Agency best management practices. All rock landscaping that is disturbed during work shall be restored by the contractor.
- The contractor shall provide a one year warranty on all work.
- All work shall be done in accordance with the approved Tahoe Regional Planning Agency Permit for the project. A copy of this permit is attached.
- The contractor shall provide a certificate of insurance with Douglas County and Mr. and Mrs. Douthat named as additional insured.
- The contractor shall pay prevailing wage for all work on this project.
- All trenching and earthwork shall be completed by October 15, 1995. All work shall be completed by October 20, 1995.

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

'95 OCT 16 10:56

DATE: October 16, 1995
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

LINDA SLATER
RECORDER

By Carol M. Mullock Deputy

SEAL

372844

PAID K DEPUTY

BK 1095 PG 256