

WJ

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

2004 DEC -2 PM 12: 01

WERNER CHRISTEN  
RECORDER

\$ ~~0~~ PAID *KJ* DEPUTY

Assessor's Parcel Number: N/A

Date: DECEMBER 2, 2004

Recording Requested By:

✓ Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2004.277

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

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FILED

NO. 2004.277

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

2004 DEC 02 AM 9:43

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

WILSON CONSTRUCTION, INC.  
812 SHORT COURT  
GARDNERVILLE, NV 89460

BARBARA REED  
CLERK

*[Signature]*  
DEPUTY

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 a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

Wilson Construction, Inc. has entered into a contract with Douglas County to perform work from October 22, 2004 to December 30, 2004 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of

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certificate and notice should be mailed to:

Ed Mason, PE, Project 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 a qualified insurer 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows: To remove and replace +/-7584sf. of Elges Ave. per the attached contractor proposal.

**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 \$ 24,083.00. Contractor agrees to submit billings to the County, which will be paid within a reasonable time.

**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 30 days after a party has served written notice upon the other party.

**7. CONSTRUCTION OF CONTRACT.** This contract shall be construed 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

and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

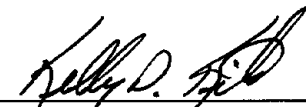
**11. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such 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, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. 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.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, intervention, or any third party practice, any claims, demands, suits, actions, 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 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.

  
\_\_\_\_\_  
Douglas County (Date) 11/23/04

  
\_\_\_\_\_  
Contractor (Date) 10/25/04

**WALSH**  
**INC.**  
 NV Lic. #0017525A CA Lic. #524019  
 812 SHORT COURT  
 GARDNERVILLE, NEVADA 89460  
 (775) 265-2230 FAX (775) 265-6029

**PROPOSAL**

To DOUGLAS COUNTY COMMUNITY  
 DEVELOPMENT  
 C/O ED MASON

Date October 15, 2004

Phone 782-9005

Fax 782-9007

Job ELGES AVENUE WIDENING PROJECT

Job Number 04-177

Description	Qty	Unit	Cost	Extended Cost
<b>ELGES AVENUE WIDENING PROJECT</b>				
1. GRIND APPROX. 5" OF AC & AB AND REMOVE FROM SITE	7,584	SF	\$ 0.20	\$ 1,516.80
2. EXCAVATE 17" OF SUBGRADE SOIL FROM EXISTING PAVED AREA WITHOUT SHOULDERS ON 7,584SF	398	CY	\$ 4.35	\$ 1,731.30
3. FINE GRADE, SCARIFY & COMPACT SUB SOIL TO 90% COMPACTION	7584	SF	\$ 0.10	\$ 758.40
4. IMPORT AND SUPPLY 10" OF STRUCTURAL FILL SUB BASE AND PLACE TO 90% COMPACTION-NOTE COUNTY TO PROVIDE COMPACTION TEST AT NO COST TO CONTRACTOR	234	CY	\$ 11.88	\$ 2,779.92
5. BASE & PAVE 4" OF AC-20P WITH LIME ON 8" OF 3/4" AGG BASE-NOTE COUNTY TO PROVIDE & PAY FOR COMPACTION TESTS	7584	SF	\$ 1.78	\$ 13,499.52
6. FOG SEAL	7584	SF	\$ 0.035	\$ 265.44
7. SAW CUT IF NEEDED AFTER AC GRINDING	610	LF	\$ 1.38	\$ 841.80
8. REMOVE AND REINSTALL EXISTING WATER VALVE BOX BEFORE AND AFTER PAVING	1	LS	\$ 395.00	\$ 395.00
9. BASE SHOULDER 2' WIDE X 8" THICK AFTER PAVING IS COMPLETED APPROX.	731	LF	\$ 3.14	\$ 2,295.34
<b>TOTAL</b>			\$	\$ 24,083.52

NOTE: THE BOTTOM 10" OF EXISTING FILL MAY MEET THE STRUCTURAL FILL REQUIREMENT AND MAY NOT NEED TO BE REMOVED

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**JOB CONDITIONS**

1. Bid includes only those items included on the proposal.
2. Cost of a bond is excluded.
3. All right of way is to be provided at no cost or delay to Wilson Construction, Inc.
4. All costs for permits; fees; staking; testing; inspection; surveying and engineering are excluded.
5. Prices are based on the following 1) Award of all items of work listed on the proposal; 2) The scope of work; 3) These conditions; 4) Plans issued at the time of bidding. Any changes to the plans are subject to negotiation.
6. Wilson Construction, Inc. will perform their work in accordance with the plans and specifications and industry practice. Wilson Construction, Inc. assumes no responsibility for: acts of god; soil conditions; or suitability of design.
7. Delays due to interference by others beyond the control of Wilson Construction, Inc. shall be subject to charges and paid for as a change order to the contract.
8. Bid does not include prevailing (Davis-Bacon) wages.
9. We exclude removal, relocation or re-routing of existing utilities that are not specifically shown on the plans to be removed, replaced, relocated or re-routed.
10. We exclude the following: working in adverse conditions; fence replacement; temporary fencing; soil stabilization; handling of over-optimum-moisture soils; blasting and hazardous waste removal.
11. We exclude the following: fencing; landscaping; relocating, bracing or protection of existing power poles; street lights; well capping; major traffic control; seeding erosion control and winterization.
12. Our workers are fully covered by Worker's Compensation Insurance.
13. We may withdraw this proposal if not accepted within 30 days.
14. Payment and ultimately the final payment shall be based on total quantities installed extended by the unit price bid.
15. Schedule is subject to weather conditions, availability of manpower, equipment and material.
16. The quotations on this project reflect current oil prices and may be subject to change.
17. Wilson Construction, Inc. will not assume responsibility for ponding areas with less than 1.5% fall, due to suitability to design on any asphalt paving section.

Payment to be made on completion or 15th of following month on work billed monthly.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR COMPLETELY IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF

SIGNATURE X

DATE

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND WE HEREBY ACCEPT THEM. WILSON CONSTRUCTION, INC. IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE X

DATE

**"PAVING THE WAY TO A BETTER FUTURE!"**

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WILSON CONSTRUCTION

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10/15/2004 11:23

COPY

SEAL

**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.

DATE: December 2, 2004

B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Hullock Deputy

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