

OFFICIAL RECORD

Requested By:
TOWN OF GENOA

Assessor's Parcel Number: N/A

Date: JANUARY 28, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 7 Fee: 0.00
BK-0110 PG-5416 RPTT: 0.00



Name: SHERYL GONZALES, TOWN OF GENOA

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.025

(Title of Document)

FILED

NO. 2010.025

2010 JAN 27 PM 4:18

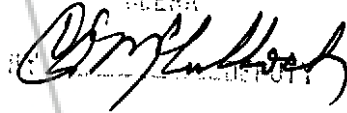
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN TOWN OF GENOA

AND

**WILLIAM C. HUTCHISON III
P. O. Box 524
GENOA, NEVADA 89411
(775) 782-3499**

TED THIRAN
CLERK



WHEREAS, Town of Genoa, 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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Town of Genoa; and

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Town of Genoa Board or Town Manager, which ever is required.

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. A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Town to make any payment under this contract, to provide the Town 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 the insurer:

William C. Hutchison III has entered into a contract with Town of Genoa to perform work from December 2, 2009 to December 2, 2010 and requests that the State Industrial Insurance

System provide to Town of Genoa 1) a certificate of coverage issued pursuant to NRS § 616B.627 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:

Town of Genoa
Post Office Box 14
Genoa, Nevada 89411

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 Town may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract.

B. 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 work will include but not be limited to the following:

- Snow Removal to begin at 6 inches accumulation or sooner if needed for the benefit of the equipment. If it is greater than 6 inches of accumulation and coming down steadily, plowing can begin earlier than 7:00 am. If snow starts out as rain turning to snow, plowing may begin sooner to remove the wet snow/slush so the roads can harden to allow regular plowing operations. Review with Town Manager is required before work may proceed. If roads are wet and soft with a wet heavy snow on top, damage to the dirt roads should be kept to a minimum. The snow is to be cleared from roadways leaving the maximum width possible, including the need for more than just one lane and to allow for safe emergency, vehicle access. No snow accumulation will be left in the center of roadways. Intersections will be cleaned out so that vehicle can make turns. Radiuses shall be rounded and widened, to the extent possible, to better allow vehicles to make turns. Snow is to be plowed from the center of the roadways to the outside edge of roadways.
- Removing of snow from all the roads within the Town limits (see attached map) of Genoa with the exception of – Main Street (Foothill Road), Jacks Valley Rd., and Genoa Lane. Kinsey Spur is considered a Genoa roadway and is included for purposes of snow removal. *See attached scope of work related to Candy Dance Lane and/or Genoa Highlands. Cheryl Gomez 12-2-07*
- Additional snow removal shall include clearing the parking areas in front of the Town Office/Fire Bay, Town Hall, and clearing the parking area in front of the Town Church and Genoa Park. When removing snow, it is critical that snow not block other businesses or driveways.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in #3 at a cost of \$70.00 per hour for snow plows & backhoes and \$490.00 per snow occurrence with an estimated time of 7 hours to remove snow from Town roads. Additional vehicles and time necessary due to excessive snow accumulation should be reviewed with Town Manager before proceeding with work.

See attached scope of work, Shuyf Compl 12-2-09

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. NON-APPROPRIATION. All payments under this contract are contingent upon the availability to the Town of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the Town for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the Town fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the Town under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The Town shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

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

9. 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.

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

11. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Town by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 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 of complaint, interpleader, 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 Town 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.

12. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the Town, 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.

AFFIDAVIT

I, William Hutchinson, on behalf of my company, _____, being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Town of Genoa and Town of Genoa from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 20 day of November, 2009.

[Signature]
Signature

State of Nevada
County of Douglas Washoe

On this 20 day November, 2009 before the undersigned Notary Public, personally appeared William Hutchinson having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that _____ executed it.

Witness my hand and official seal.

[Signature]
Notary's Signature





William C. Hutchison III

PO Box 524, Genoa, Nevada 89411 (775) 782-3499 fax (775) 782-1028

Sheryl Gonzales
Town of Genoa
PO Box 14
Genoa, NV 89411

October 23, 2008

Proposal for Snow Removal Dec 1, 2008 to Dec 1, 2009

William Hutchison 775, 721-6202-cell

1986 Toyota SR5 4wd pickup	\$ 70.00 per hr
2006 Ford F250 4wd pickup	\$ 70.00 per hr
*John Deere 870 Tractor	\$ 70.00 per hr

2 people available (possibly up to 2 more if required because of size of storm)

Estimated cost to remove 6 inches of snow from Town roads. \$ 490.00

Estimated time to remove 6 inches of snow from Town roads (1 vehicle). 7 hrs

Estimated time for Candy Dance Lane is 45 min to 1 hr

Snow removal will be done by pickup trucks with 4-way snowplows with shoes mounted to minimize removal of dirt road surface as much as possible. The *tractor with bucket would be used only to move piles of snow from plowing if needed to keep roads/intersections open because of large amounts of snow and lack of space to push.

If the storm starts out as rain turning to snow, plowing might begin with just a couple of inches to remove the wet snow/slush so the roads can harden to allow regular plowing operations. If roads are wet and soft with a wet heavy snow on top, damage to the dirt roads is likely due to the sloppy road surface.

I have about 8 driveways and the Legends Country Inn as regular customers. I also plow Centennial Drive. The Town roads would be the first priority after I have plowed Centennial Drive, as I have to come down it to get to town. The second truck would be plowing down from the top of Fifth Street. Most of the time Centennial would be done before the 6-inch amount of snow so Town plowing operations would commence right around the 6 inch level.

I have insurance pending as required and will provide proof to the Town if awarded the contract. Being self employed some of the insurances are not required. My partner and I realize that we would be independent contractors and NOT employees of the County.

I realize there may be time when only the higher elevations of the Town might need to be plowed. With us living in the Town or just outside, we would be able to deal with that need if necessary.



William C. Hutchison III

PO Box 524, Genoa, Nevada 89411 (775) 782-3499 fax (775) 782-1028

I know in past years there have been issues with culvert damage or drainage damage. If there are areas of the roads that are susceptible to damage, the Town should mark these with stakes if possible.

If there are any questions, I can be reached at 775 721-6202

Thank you for your consideration.

William Hutchison

COPIED

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: Jan 28, 2010

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

By Carol M. [Signature] Deputy