

No Fee

DOC # 0763459
05/12/2010 01:12 PM Deputy: GB

OFFICIAL RECORD

Requested By:

DC/COMMUNICATIONS MANAGER

Assessor's Parcel Number: N/A

Date: MAY 12, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-0510 PG- 2101 RPTT: 0.00



Name: TAMMY JAMES, COMMUNICATIONS MANAGER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.113

(Title of Document)

RE-RECORD WITH ATTACHMENT

Return to:
Communications
Amy James

FILED

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

NO. 2010.113
2010 MAY 10 AM 9:33

A CONTRACT BETWEEN

DOUGLAS COUNTY
1616 8TH STREET, MINDEN, NV 89423

TED THUAN
CLERK
[Signature]
DEPUTY

AND

NELSON ELECTRIC COMPANY, INC
1410 FREEPORT BLVD., SPARKS, NV 89431

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 become effective upon signing of both parties.

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 the qualified insurer:

Nelson Electronics has entered into a contract with Douglas County to perform work from April 30, 2010 to completion of project and requests that the State Industrial Insurance System provide to Douglas County 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:

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 the 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.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows:

As detailed under proposal # 14737-CC. (Attachment) Completely remove the existing Fire Alarm Panel located at 175 Hwy 50, Stateline, NV (Douglas County Lake Administration Building)

Install new Gamewell-FCI 7100 series addressable fire panel with built-in communicator/phone dialer. To include annunciator, (25) smoke detectors, (10) heat detectors, (3) manual pull stations, (65) horn/strobe notification devices and wiring.

Any provision contained herein which is inconsistent with any provision contained in the attachment, will control.

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 **\$ 46,165.00**. Contractor agrees to submit itemized 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 60 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 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 (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 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 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 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.



Lloyd L. Nelson
Nelson Electric Company, INC. 4/30/10
(Date)



T. Michael Brown
Douglas County Manager 5/6/10
(Date)

Approved as to form by:

Joseph L. Ward Jr.
Deputy District Attorney

5/6/10
(Date)

COPY

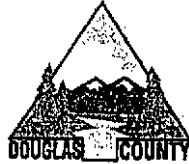
DOUGLAS COUNTY

PURCHASE ORDER

SHIP TO: 675

Do Co 911/Com
PO Box 218
1615 Eighth St
Minden NV 894234232

P.O. Box 218 - Minden, NV.
89423 (775) 782-9030



No. 10-0100162-001
PURCHASE ORDER NUMBER MUST
APPEAR ON ALL INVOICES, SHIPPERS, BILL
OF LADING AND CORRESPONDENCE.

DATE 5/03/10

SUBMIT ALL INVOICES IN DUPLICATE TO "SHIP TO" ADDRESS
FOR QUESTIONS, CONTACT "SHIP TO" ADDRESS

VENDOR NO.

2276

Nelson Electric Inc

1410 Freeport
Sparks

NV 89431-5942

V
E
N
D
O
R

F.O.B.	VIA
DELIVERY REQUIRED	TERMS
5/03/2010	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1.00	EA	<p>Fire Panel project for Lake Tahoe Admin New Gamewell-FCI 7100 series addressable Fire panel to include 65 Horns/strobes a and 25 smoke detectors, 10 heat detector and 3 pull station and annunciator. Includes complete removal of existing fire panel equipment. Detail description for entire project is written under Proposal # 14737-CC dated March 18, 2010 by Nelson Electric Co Inc.</p> <p>See attachments 410.751 533.817 \$46200.00 REQ000009499 INV, DT: Project No: Sub No:</p>	46200.00	46200.00

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BK- 0510
PG- 2107

DOUGLAS COUNTY

46200.00

- SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS BILLS OF LADING.
- EXEMPT FROM STATE / LOVAL AND FEDERAL TAXES.
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
- PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY.
- C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED.
- TERMS AND CONDITIONS ON REVERSE CONSTITUTE A PART OF THIS ORDER.
- SEE BACK FOR IMPORTANT CONDITIONS OF THIS PURCHASE ORDER.

VENDOR

PROPOSAL



NELSON ELECTRIC COMPANY, INC.

1410 FREEPORT BLVD
SPARKS, NEVADA 89431-5942
(775) 358-0643 FAX (775) 358-0674
NV LIC. #016697 CA LIC. #322768

PAGE. 1

PROPOSAL SUBMITTED TO: DOUGLAS COUNTY TECHNOLOGY SERVICES		PHONE: 782-6290	DATE: MARCH 18, 2010
ADDRESS: 1615 6TH STREET		JOB NAME: REPLACE FIRE ALARM SYSTEM WITH NEW	
CITY, STATE AND ZIP CODE: MINDEN, NEVADA 89423		JOB LOCATION: DOUGLAS COUNTY CRIMINAL JUSTICE CENTER	
ARCHITECT:	DATE OF PLANS:	ATTN: TAMMY JAMES	FAX PHONE: TJAMES@CO.DOUGLAS.NV.US

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR: **PROPOSAL # 14737-CC**

- 1) COMPLETELY REMOVE THE EXISTING FIRE ALARM PANEL, ANNUNCIATOR, SMOKE/HEAT DETECTORS, HORN/STROBE DEVICES AND WIRING.
- 2) INSTALL A NEW GAMEWELL-FCI 7100 SERIES ADDRESSABLE FIRE ALARM PANEL WITH A PHONE DIALER.
- 3) NELSON ELECTRIC CO., INC. INCLUDES: (65) HORN/STROBE AND STROBE DEVICES, (25) SMOKE DETECTORS, (10) HEAT DETECTORS AND (3) PULL STATIONS.

CLARIFICATIONS:

- 1) THE DESIGN IS BASED OFF OF THE NARRATIVE BY DOUGLAS COUNTY FIRE MARSHALL VIA EMAIL DATED MARCH 4TH. ALL NOTES HAVE BEEN ACCOUNTED FOR.
- 2) THE SECURE/INMATE AREA IS PLANNED TO BE IN 3/4" EMT CONDUIT WITH TAMPER-PROOF BOLTS AND COMPRESSION FITTINGS. PROTECTIVE CAGES WILL BE INSTALLED ON THE DEVICES AS REQUIRED.
- 3) OFFICE AREAS INCLUDE WALL MOUNT DEVICES WITH WIRE MOLD INTO THE T-BAR CEILING SPACE, WITH PLENUM WIRING IN BETWEEN THE DEVICES.
- 4) ELEVATOR CONTROL IS INCLUDED. WE WILL NEED ACCESS TO THE ELEVATOR CONTROL ROOMS, AND ASSISTANCE FROM THE ELEVATOR SERVICE CONTRACTOR DURING THIS PROJECT. FEES BY THE ELEVATOR CONTRACTOR ARE NOT INCLUDED (IF REQUIRED). WE WILL ALSO NEED ACCESS TO THE ELEVATOR SHAFT.
- 5) (2) PHONE LINES WILL NEED TO BE PROVIDED, ONE BEING DEDICATED FOR THE FIRE ALARM SERVICE.
- 6) HVAC CONTROL WILL REMAIN AS IS, WE WILL ONLY REMOVE AND REPLACE THE DUCT DETECTORS WITH NEW.

CLARIFICATIONS CONTINUED ON PAGE. 2

WE PROPOSE hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

*******PRICE LISTED ON PAGE.2*******

FINAL PAYMENT DUE UPON COMPLETION OF PROJECT.

A 1.5% (18% ANNUALLY) FINANCE CHARGE WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All material will remain the property of Nelson Electric Co., Inc. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Nelson Electric Co., Inc. in the event of non-payment under the terms of this Contract. The customer agrees to pay all interest and any cost incurred in the collection of this debt.

Authorized Signature _____

Lloyd L. Nelson
Lloyd L. Nelson

Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are Hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The undersigned hereby personally guarantees payment of this proposal.

Signature _____

Signature _____

Date of Acceptance: _____

PROPOSAL



NELSON ELECTRIC COMPANY, INC.

1410 FREEPORT BLVD
SPARKS, NEVADA 89431-5942
(775) 358-0643 FAX (775) 358-0674
NV LIC. #016697 CA LIC. #322768

PAGE. 2

PROPOSAL SUBMITTED TO: DOUGLAS COUNTY TECHNOLOGY SERVICES		PHONE: 782-6290	DATE: MARCH 18, 2010
ADDRESS: 1615 6TH STREET		JOB NAME: REPLACE FIRE ALARM SYSTEM WITH NEW	
CITY, STATE AND ZIP CODE: MINDEN, NEVADA 89423		JOB LOCATION: DOUGLAS COUNTY CRIMINAL JUSTICE CENTER	
ARCHITECT:	DATE OF PLANS:	ATTN: TAMMY JAMES	FAX PHONE: TJAMES@CO.DOUGLAS.NV.US

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR: **PROPOSAL # 14737-CC**

- 7) CAD BACKGROUNDS OF THE BUILDING MUST BE PROVIDED PRIOR TO START OF THE WORK.
- 8) WORK WILL BE COMPLETED MONDAY-FRIDAY 7:00AM TO 4:00PM.


EXCLUDES:

- A) CUT, PAINT, PATCH, PERMITS OR PERMIT FEES
- B) CHANGES MADE TO THE DESIGN BY AHJ OR THE FIRE DEPARTMENT
- C) ELEVATOR CONTRACTOR FEES, IF ANY
- D) SPRINKLER CONTRACTOR FEES, IF ANY
- E) ASBESTOS TESTING/ABATEMENT
- F) OVERTIME

WE PROPOSE hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:
FORTY SIX THOUSAND ONE HUNDRED SIXTY FIVE AND NO/100 Dollars*** \$46,165.00**
FINAL PAYMENT DUE UPON COMPLETION OF PROJECT.

A 1.5% (18% ANNUALLY) FINANCE CHARGE WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All material will remain the property of Nelson Electric Co., Inc. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Nelson Electric Co., Inc. in the event of non-payment under the terms of this Contract. The customer agrees to pay all interest and any cost incurred in the collection of this debt.

Authorized Signature 
Lloyd L. Nelson

Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The undersigned hereby personally guarantees payment of this proposal.

Signature _____
Signature _____
Date of Acceptance: _____



FIRE ALARM-CCTV-FIBER OPTICS TELEPHONE-DATA-AUDIO/VIDEO-SECURITY

1410 FREEPORT BLVD.
SPARKS, NV. 89431
PHONE: (775) 358-0643
FAX: (775) 358-0674

NV. LICENSE: 016697
CA. LICENSE: 322768
OR. LICENSE: 26-261
A DIVISION OF
NELSON ELECTRIC CO., INC.

Contract #14737CC

Contract to Douglas County to replace existing Fire Alarm System at Douglas County Criminal Justice Center.

Contract Includes: Completely remove the Existing Fire Alarm Panel, Annunciator, (25) Smoke Detectors, (10) Heat Detectors, (3) Manual Pull Stations, (65) Horn/Strobe Notification Devices, and Wiring. New System installed will be a Gamewell-FCI 7100 Series Addressable Fire Alarm Panel with built-in Communicator.

Clarifications:

Scope of work

1. The Design is based off the narrative by Douglas County Fire Marshall via email dated March 4th. All notes have been accounted for.
2. The Secure/Inmate area is planned to be in 3/4" EMT Conduit with Tamper Proof bolts and compression fittings. Protective Cages will be installed on the devices as required.
3. Office Areas include wall mount devices with Wiremold Raceway to above Drop Tile Ceiling, and all cabling in this area will be Plenum Rated.
4. Contacts will be provided for Elevator Recall. We will need access to Elevator Control Room, and assistance from Elevator Contractor to accomplish recall and test. Fees from Elevator Contractor are not included and are the responsibility of Douglas County.
5. (2) Two Phone lines will need to be provided, one being dedicated for the Fire Alarm Panel, the second can utilize a fax number or any other number.
6. HVAC Control to remain the same, we will only remove and replace the existing Duct Detectors with new.
7. CAD Drawings of the Building must be provided prior to start allow shop drawings and As-Built drawings to be produced.
8. Work to be Completed during Monday thru Friday, 7:00am to 4:00pm

Exclusions:

1. Cut, Paint, Patch, Permits or Permit Fees
2. Changes made to the Design by AHJ or the Fire Department
3. Fire Watch
4. Elevator and/or Sprinkler Contractor Fees
5. Asbestos and/or Lead Testing/Abatement
6. Overtime

Contract will be billed 15% once all material has arrived, and shop drawings complete. The contract will then be progressed billed every (30) Thirty days until the contract is 100% complete.

Please sign below for Acceptance of this Contract.

Justin Nelson
Systems Manager
Nelson Electronics
div of Nelson Electric
Tel: (775) 358-0643
E-mail: justinn@nelselectric.net



A 1.5% (18% ANNUALLY) FINANCE CHARGE WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All material will remain the property of Nelson Electric Co., Inc. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Nelson Electric Co., Inc. in the event of non-payment under the terms of this Contract. The customer agrees to pay all interest and any cost incurred in the collection of this debt.

Note: This Contract may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The undersigned hereby personally guarantees payment of this proposal.

Signature _____

Signature _____

Date of Acceptance: _____

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: May 12 2010
Clerk of the Judicial District Court
of the State of Nevada, In and for the County of Douglas.
By: [Signature] Deputy