

Assessor's Parcel Number: N/A

Date: MAY 9, 2019

Recording Requested By:

Name: SCOTT MCCULLOUGH, COUNTY MGRS OFC

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

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

Real Property Transfer Tax: \$ N/A

\_\_\_\_\_



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KAREN ELLISON, RECORDER

**CONTRACT #2019.054**  
(Title of Document)

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

FILED  
NO. 2019.054  
5-9-19  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY *[Signature]* DEPUTY

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**STATE ROOFING SYSTEMS, INC.**

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and State Roofing Systems, Inc., a California Corporation registered with the Nevada Secretary of State ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**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 Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of the essence in this Contract and all work required in Paragraph 4 of this Contract shall be Substantially completed by no later than October 31, 2019 with a final completion date of December 15, 2019

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's 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.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

*State Roofing Systems, Inc. has entered into a contract with Douglas County to perform services related to the restoration of the roof on Douglas County's Historic Courthouse through December 15, 2019, and requests that an authorized insurer 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  
Public Works Department  
ATTN: Fleet and Facilities Manager  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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 insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to the restoration of the roof on Douglas County's Historic Courthouse, located at 1616 8th Street in Minden, Nevada. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto, and shall further be completed as set forth in Exhibit B, hereto. The County will provide those materials that are set forth in Exhibit A.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total of Twenty-Nine Thousand, Nine Hundred and Eighty-Four Dollars (\$29,984) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. WARRANTY.** Contractor agrees and hereby provides a fifteen (15) year leak-tight warranty for the Services set forth in Paragraph 4.

**7. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

**8. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**9. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits A and B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended.

The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, and finally Exhibit B.

**10. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**11. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**12. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**13. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

**14. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**15. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 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.

**16. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**17. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**19. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**20. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**21. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**22. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.



23. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

24. **NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Public Works Department, Fleet and Facilities Manager  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** State Roofing Systems, Inc.  
Attn: Rich Penarelli  
15444 Hesperian Blvd.  
San Leandro, CA 94578

25. **CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF,** the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**State Roofing Systems, Inc.**

By: Rich Penarelli 04/26/19  
Name: Rich Penarelli  
Title: Project Manager (Date)

**Douglas County**

By: William B. Penzel 1 May 19  
William B. Penzel, Chairman  
Douglas County Board of Commissioners (Date)

# Exhibit A

## OWNER FURNISHED PRODUCTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
  2. **COUNTY SUPPLIED MATERIAL**  
Note that this project includes the installation of owner-supplied material; the County has acquired roofing material through the USC (US Communities) program.

#### 1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

### PART 2 - PRODUCTS

#### 2.1 PRODUCTS —Douglas County Courthouse

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** County supplied material through the USC (US Communities) program. Related specification sections include;  
Section 075200 Modified Bituminous Membrane Roofing  
Section 076200 Sheet Metal Flashing and Trim
- B. **MATERIAL LIST**  
Listed in a Table below is a list of County provided material. Any material or accessories required for the installation of the roof system in excess of the County provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required. The cost to handle and break flashing metal from the District provided flat stock is contractor's responsibility.



**TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I)**

<b>Material</b>	<b>Product Name</b>	<b>Product Code</b>	<b>Quantity Supplied by County</b>	<b>Coverage</b>
<b><u>Douglas County Courthouse</u></b>				
Base coat	White Knight LO Part A	78XX-4.5	100 (4 gal buckets)	3 gals/sq.
Top coat	White Knight LO Top Part B	78XX-5	100 (1/2 gal buckets)	3 gals/sq.
Caulking	Tuff-Stuff	2130NatStone	30 (10 OZ tubes)	
Reinforcement fabric	Grip Polyester Soft	4876-4	15 rolls	4' x 300'/roll
Reinforcement fabric	Grip Polyester Soft	4876-6	1 roll	6' x 300'/roll
Reinforcement fabric	Grip Polyester Soft	4876	1 roll	3'4" x 324'/roll
Seam Adhesive	GreenLoc Structural Adhesive	2138-BLK	5 (10 OZ. tubes)	
Primer	Garla-Block	7635-5	1 (5-gal bucket)	½ gal/sq.
Shipping and Tax			Included	

**PART 3 - EXECUTION**

**2.2 OWNER'S RESPONSIBILITIES**

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
  - 1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
  - 2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
  - 3. **Inspection:** Inspect jointly with Contractor.
  - 4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

**2.3 CONTRACTOR'S RESPONSIBILITIES**

# OWNER FURNISHED PRODUCTS

## SECTION 01640

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- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
  2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
  3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
  4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
  2. **Repair and Replacement:** Items damaged during handling and installation.

\* End Section \*

# Exhibit B

## BID PROPOSAL FORM

**PROJECT:** Douglas County Courthouse Roof Resoration

**PLACE:** Douglas County Courthouse  
1616 8<sup>th</sup> Street  
Minden, NV

**DATE & TIME:** Monday September 24th 2018, 3:00 p.m.

**TO:** Building and Fleet Services Supervisor  
1110 Airport Rd. bldg H-2  
Minden, NV 89423

Atten: Steve Rojack  
dbsbids@garlandind.com

1. Pursuant to and in compliance with the Invitation to Bid relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract documents, and addenda thereto, for the following sum of money:

**PROJECT BASE BID: Restoration of Douglas County Courthouse**

All labor, materials, services and equipment necessary for completion of the Work shown on the Scope of Work and/or in the specifications.

**Douglas County Courthouse (15 year leak tight warranty)**

**twenty nine thousand nine hundred eighty four DOLLARS(\$ 29,984.00 )**

The Bidder agrees to the following:

- A. Follow all Douglas County rules and regulations.
- B. Maintain a full crew at all times.

2. If awarded this Contract, the undersigned will execute a satisfactory construction Contract, and will provide to Owner proof of insurance coverage, and the required bonds to the Owner for the entire Work as per the Contract documents within 10 days after notice of award. It is agreed that this proposal is subject to the Owner's acceptance for a period of 120 days.

3. Receipt is acknowledged of the following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

4. The bidder attests and affirms that he/she and his/her subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related bid documents and, that he/she has carefully reviewed the drawings, specifications, addenda and related bid documents for this Project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he/she has carefully examined the site of the Work, and, through his/her own personal observations, has satisfied himself/herself as to the nature, location and requirements of the Work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the Work. He/She has based his/her bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those issued by the Owner.

District reserves the right to select or reject any or all bid work projects. The acceptance of the bid(s) and award to a contractor are based on the total combined lowest bid for the work projects being performed.

Bidder further agrees that no modifications to any contract, addenda, specification, or any other document may be made except in writing.

Respectfully Submitted,

By: Rich Penarelli Date 24, 20 18

Title: Project Manager

Company: State Roofing Systems, Inc.

(Seal, if bidder is a corporation)

Address: 15444 Hesperian Blvd.  
San Leandro, Ca 94578

Phone: 510-317-1477

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

Day of May, 2019

By [Signature] Deputy