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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: NOVEMBER 1, 2019

Recording Requested By:

Name: HEATHER MACDONNELL, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2019 197
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KINGSBURY SNOW REMOVAL, LTD

FILED
NO 2019.197
11-1-19
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY [Signature] DEPUTY

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, (the "County" or "Purchaser"), and Kingsbury Snow Removal, LTD, a Nevada Limited Liability Company ("Contractor" or "Supplier"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on November 1, 2019. The contract will remain in effect until October 31, 2022 ("Initial Period"). Thereafter, this Contract will automatically renew for successive 3-year periods (each a "Renewal Period") unless either party gives the other written notice of its declination to renew. Written notice of the party's declination to renew must be provided no later than 60 days prior to the expiration of the then in effect Period.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that 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:

Kingsbury Snow Removal, LTD has entered into a contract with Douglas County to perform work through Saturday, April 30, 2022 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
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. PERFORMANCE AND PAYMENT BONDS. Upon each anniversary of this Contract (November 1), Contractor shall provide the County with evidence of its performance and payment bonds, the requirements for which are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

5. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform snow removal and de-icing services as more particularly set forth in **Exhibit A**.

6. PAYMENT FOR SERVICES. Contractor agrees to provide the goods and services set forth in Paragraph 4 on a time and materials basis as set forth in the Bid Schedule, which is attached hereto as **Exhibit B**. Unless the Contract is terminated as set forth in **Exhibit A**, the County will guarantee an annual minimum payment as set forth in Section XX of **Exhibit A**. The annual minimum payment guarantee runs from November 1 until October 31. The total annual cost for work performed under this Contract shall not exceed \$99,999 unless the County has provided prior written consent. Except as set forth in Exhibit A, 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. Invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment and County shall pay the undisputed portion. County will exercise reasonableness in disputing any bill or portion thereof.

7. 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.

8. 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, Exhibit A, Exhibit B, the Notice to Bidders, the Information for Bidders, the Bid Form, and the Contractor's Qualification Statement. 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, then Exhibit B, then the Information to Bidders, then the Notice to Bidders, then the Bid Form.

9. 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.

10. 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.

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

12. WARRANTIES. Contractor warrants and represents each of the following with respect to any goods provided under this Contract: the goods provided will be fit and sufficient for the particular purpose set forth in Paragraph 4; the goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by this Contract are ordinarily intended for use in government operations; the goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship; the goods shall conform to the standards and specifications set forth in Exhibit A; If Contractor has supplied a sample to the County, the goods delivered shall conform in all respects to the sample; the goods shall be uniform and without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units; the Contractor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests.

13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract may, upon valid Court Order, 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. 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.

15. INDEMNIFICATION. Contractor agrees and warrants that the purchase or use of the goods shall not infringe upon any United States or foreign patent, trademark, license, or other interest, and the Contractor shall indemnify the County against all judgments, decrees, costs and expenses resulting from any alleged infringement and shall defend, upon written request of the County, at Contractor's own expense, any action which may be brought against the County, its vendees, lessees, licensees, or assignees under any claim of patent infringement in the purchase of the Contractor's goods. If the County is enjoined from using such goods, the Contractor shall re-purchase such goods from the County at the original purchase price. The County shall notify the Contractor promptly of any such suit. If the County compromises or settles any such suit without the written consent of the Contractor, the Contractor shall be released from the obligation to indemnify. It is understood by both parties that the warranties created by this Contract, as well as all warranties arising by operation of law that affect the rights of the parties,

shall be cumulative. The benefit of any warranty made in this Contract shall be in favor of the County and the benefit of any warranty shall apply to both personal injury and property damage.

16. LIMITED LIABILITY. The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

17. MODIFICATION OF CONTRACT. The Contract and the attached exhibit(s) 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. 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.

21. 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.

22. 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.

23. 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
Post Office Box 218
Minden, Nevada 89423

To Contractor: Kingsbury Snow Removal, LTD
Attn: Stephan Haase
P.O. Box 3826
Stateline, NV 89449-3826

24. 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.

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

Kingsbury Snow Removal, LTD

By: Stephan Haase 10/25/2019
Stephan Haase, Owner (Date)

Douglas County

By: William B. Penzel 10/29/19
William B. Penzel, Chairman (Date)
Douglas County Board of Commissioners

EXHIBIT "A"

**GENERAL CONDITIONS AND SPECIFICATIONS
FOR THE
Douglas County Public Works
CONTRACT FOR SNOW REMOVAL**

I. SCOPE OF WORK:

The work to be done under this Contract consists of assisting Douglas County Public Works with the snow plowing of streets and facilities, the application of de-icing and/or anti-icing materials to streets, the removal of snow and the widening streets narrowed by snow buildup. Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work.

II. LOCATION OF WORK:

The work shall be accomplished on the following roads and facilities maintained by Douglas County:

- East Lake Parkway (apx. 0.8 miles)
- West Lake Parkway (apx. 1 mile)
- Lake Village Drive (apx. 0.6 miles)
- Dorla Court (apx. 500 ft)
- The unnamed roadway at the Kahle Judicial Center from the signal at Kahle Dr. and Hwy 50 through the roundabout to the approach at US 50.
- The top deck of the Kahle parking garage, which is limited to small equipment such as a Bobcat and blower.

III. PREVAILING WAGES AND CONTRACT:

Under a ruling by the Labor Commission, it is not required that prevailing wage rates be paid on this contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Annual Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract.

Such bonds shall be in a form approved by the County and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339. Upon request, the County shall provide a copy of the payment bond to any subcontractor, supplier, or other person or entity claiming to have furnished labor or materials used in the performance of work related to this Contract.

After Contractor has satisfactorily performed snow removal for the County for three (3) or more consecutive years, the County may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on June 1. Retention will be held during each contract year for which bonds are not provided.

V. CONTRACTOR'S AND BUSINESS LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of both, shall be appropriately licensed to perform all the work under this Contract. At minimum, the Contractor must meet State of Nevada Business Licensing requirements and be in compliance with all local, state, and federal regulations to contract with the County. If circumstances arise in the performance of this contract that require services which are not within the licensing authority of the Contractor, it shall immediately notify the County of this fact so that County can arrange for performance of the work, in which case the County shall coordinate and supervise such work.

VI. SUBCONTRACTORS:

Except with prior written authorization of the County, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the County.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible at all times for the superintendence of the work and for its safety and progress. The County shall notify the Contractor's authorized representatives when, in the opinion of the County, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to, (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows the County to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise County of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county

and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS:

The County will furnish to the Contractor maps of the County for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Secondary sanding routes shall be sanded only at the direction of the County. It is the County's goal to balance safety of the traveling public on its roadways while minimizing unnecessary sanding efforts.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary for to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the County in writing, and specifically detailing any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. COUNTY'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, County may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the per hour rates as specified by this Contract incurred by County for the balance of the Contract term.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform snow removal, provide adequate quality sand and salt or perform de-icing to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the County, or otherwise be guilty of a substantial or material breach or violation of any provisions of this Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the County terminates the contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the per hour rates as specified by this Contract for the balance of the Contract term.

The County may terminate the contract without cause by providing written notice to Contractor by no later than August 1, with termination to become effective on October 31 of the same year.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the County as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any County approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide County certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the County. In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor such insurance as the County may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. **Comprehensive General Liability Insurance:** The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury, sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract. Included in such insurance will be contractual coverage sufficiently broad to insure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the County and each of its officers, agents, and employees.

B. **Workers' Compensation Insurance:** The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein specified, and on an annual basis thereafter, furnish to the County a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. Automobile Liability: The contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the County and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract.

XIV. PRESERVATION OF PROPERTY:

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, trees, shrubbery, fences, signs, mail boxes, driveways, survey marks and monuments, buildings and structures, the County's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's negligent operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "County's property". When delineation is damaged beyond repair and new delineation has to be installed the cost of the delineation will be the Contractor's responsibility.

On or before September 1 of each contract year, the Contractor shall notify County, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its drivers or damage to its equipment. County will repair, eliminate or mitigate such hazards upon adequate notice.

XV. ACCIDENTS:

The Contractor must promptly report in writing to the County all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the County by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

XVI. MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the County of the proposed substitutions. No substitutions may be made without prior written approval of the County.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked and costs of materials for de-icing and fuel. All records shall be available to County during regular business hours upon reasonable prior notice.

XVIII. PAYMENT:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance if its employees.

Contractor may submit invoices as soon as possible after a snow event, and at least once monthly by the 10th of the month for work performed the previous month. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for snow removal, sanding and checking roads to determine if plowing/sanding is needed and shall be made for each load or partial load of sand/salt mix applied to the roads. Partial hours shall be documented and paid for in (1/4) quarter hour increments. ~~In support of each billing, Contractor shall supply time records showing date, driver's name, general~~ location of plowing or sanding, equipment used, hours of work, a measurement of sand/salt used, and fuel invoices if a surcharge is included in the invoice.

Payment shall be made to Contractor within fifteen days of receipt of an invoice, subject to verification by County of work performed.

De-icing or anti-icing materials, including sand/salt mix shall be paid for as used by the Contractor for the benefit of the County and shall be billed at Contractor's documented cost for materials, hauling, mixing, loading and storage. Records of total quantities and areas of application must be provided to the County with each pay request. If County supplies the sand/salt mix and storage, loading shall be billed at an agreed-to hourly rate.

Whenever the average price of diesel fuel purchased during a semi-monthly billing period exceeds \$3.75 per gallon, Contractor may claim a one percent (1%) surcharge on the applicable equipment rates for that billing period for each ten cents (\$.10) the diesel price exceeds \$3.75. Contractor must include a copy of relevant fuel invoices with the billing.

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

Payments Withheld: The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Claims filed or reasonable evidence indicating probable filing of claims.

2. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
3. Failure of the Contractor to repair damage to private property or in right-of-way.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties on snow removal or sanding received by the County shall be initially handled by the County, which will direct matters to the Contractor as appropriate. Drivers shall be directed not to enter into arguments with the public but to refer issues to the County's designated representative.

County and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the County representative of such impeding vehicles.

XX. ANNUAL MINIMUM PAYMENT GUARANTEE:

Unless this Contract is terminated as set forth herein, the County will guarantee an annual minimum payment of \$20,000 for the Contract. Fuel surcharges, as noted in Article XVIII will not be counted toward the minimum guarantee.

On November 1 of each Contract year, County will advance to Contractor the sum of \$10,000. Any balance due on the guarantee will be due June 1 of the following year.

XXI. SNOW REMOVAL AND DE-ICING PROCEDURES:

- A. Contractor shall perform snow removal and sanding on designated streets maintained by the County.
 1. Unless County notifies Contractor otherwise, snow plowing shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of Lake Parkway and US 50. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the County.
 2. Contractor shall regularly monitor the weather forecasts and use commercially reasonable judgment to determine when snow removal and de-icing procedures are expected to begin. Contractor shall also respond promptly to perform snow removal or de-icing procedures if contacted by Douglas County Public Works or the Douglas County Emergency Services dispatch center.

3. De-icing (“sanding”) shall be done on streets designated by the County before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. Type “D” Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.
 - b. The County shall designate the application rate, width and symmetry of sand application.
 - c. The County shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - d. The County shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. After heavy snowstorms and when fire hydrants become inaccessible for use, Contractor shall clean in front of and around hydrants along the streets Contractor is ~~obligated to plow. Contractor shall assume responsibility for any snowplow damage to~~ such fire hydrants and shall indemnify and hold County harmless for damages to hydrants or any claim resulting from Contractor removing snow from fire hydrants. County, with input from Contractor, will ensure that hydrant locations are clearly marked.

B: EXCESSIVE WINTER DE-ICING MATERIALS/ABRASIVES USAGE

1. The County has determined the amount of winter de-icing materials/abrasives required to complete each route based on normal rate of application and even coverage.
3. Should the winter de-icing material/abrasives usage by the Contractor be found excessive (more than 10% of the amount of winter de-icing material/abrasives estimated for the assigned route using the traveled route distance, capacity of the spreader and normal application rate), the County shall have the right to deduct the cost of the extra winter de-icing material/abrasives used from any payment due to the Contractor.
4. Should the winter de-icing material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter de-icing materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the County and shall do the following:

Should the Contractor have a spare spreader; the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The County and Contractor shall agree on the time required to make the switch safely. The Contractor shall not be entitled to payment between end of route time for out of calibration spreader and arrival on route of spare

spreader.

5. If the Contractor does not have a spare spreader, County may permit the Contractor to use the out of calibration spreader on the current winter event.
6. The out of calibration spreader shall be re-calibrated and available within twenty-four (24) hours or other County and Contractor agreed upon time frame. The County's decision shall be final.

The Contractor shall ensure that the actual volume of winter de-icing materials used is included in daily reports. This shall be reported in cubic yards.

Upon completion of an assigned route the Contractor shall return any unused winter de-icing materials to its place of origin and again shall ensure that the actual cubic yard volume of winter de-icing materials used is included on the daily reports.

- i. The Contractor shall be aware that large or foreign objects may exist in the winter de-icing materials. The Contractor shall take such precautions to prevent damage to his equipment from such objects. County will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

A. MINIMUM EQUIPMENT REQUIRED. Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of County and will be documented with an amendment to this Contract.

- a. Two(2) fully chained wheel loaders with 10 – 14 foot snow blades and a minimum of three (3) three-cubic yard buckets (this includes one extra loader for back-up).
- b. One (1) rotary snow blowers with approximate capacity each of 2500 tons per hour. Blowers may be loader-mounted.

Plowing/Sanding and Salting units as specified;

- a. Two (2) Spreader/Snowplow Combination Truck with drive wheels chained with 5 to 7 cubic yard spreader box / hopper, 10 – 14 foot reversible snow blade complete with operators (this includes one extra truck for back-up). All trucks must be able to be fitted with GPS sensors to indicate plow up/down. If GPS sensors are not compatible it is the Contractor's responsibility to make them compatible.

- b. Two (2) of the spreader trucks must have both pre-wetting and anti-icing capability and be equipped with a minimum liquid tank capacity of 490 gallons per spreader truck.

4. All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture. A hydraulic pump, powered by the vehicle's engine, shall power the hydraulic system of all spreader boxes. Auxiliary motors are not permitted. All must be able to be fitted with GPS sensors for plow up or down. If the trucks and spreaders are not compatible it is the Contractor's responsibility to make them compatible.

5. Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. ~~All must be able to be fitted with GPS sensors for spreader on/off.~~ If the spreaders are not compatible it is the Contractor's responsibility to make them compatible.

- 6. One support truck.

Equipment not meeting the above requirements will be rejected

XXIII. DE-ICING AND ANTI-ICING MATERIALS:

A. Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio of 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, County, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.

B. County seeks to explore de-icing and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding/de-icing/anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. County reserves the right to bring the sanding component of the contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to contractor.

C. QA/QC: Contractor shall allow the County to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

A. Contractor must provide his own equipment staging and material storage area, provided it is within

Stateline, Nevada in Douglas County or is close by and within an acceptable distance from Douglas County. Douglas County reserves the right to solely make the determination of an acceptable location.

XXV. DEFINITIONS:

- A. SANDING means the application of de-icing abrasives by pre-wetting a sand and salt mixture as it is applied during and after storm events.
- B. ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event
- C. DE-ICING means Application of 23% salt brine and salt after a storm event

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- Moisture content shall not be in excess of 5% of the weight of the material delivered.
- Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

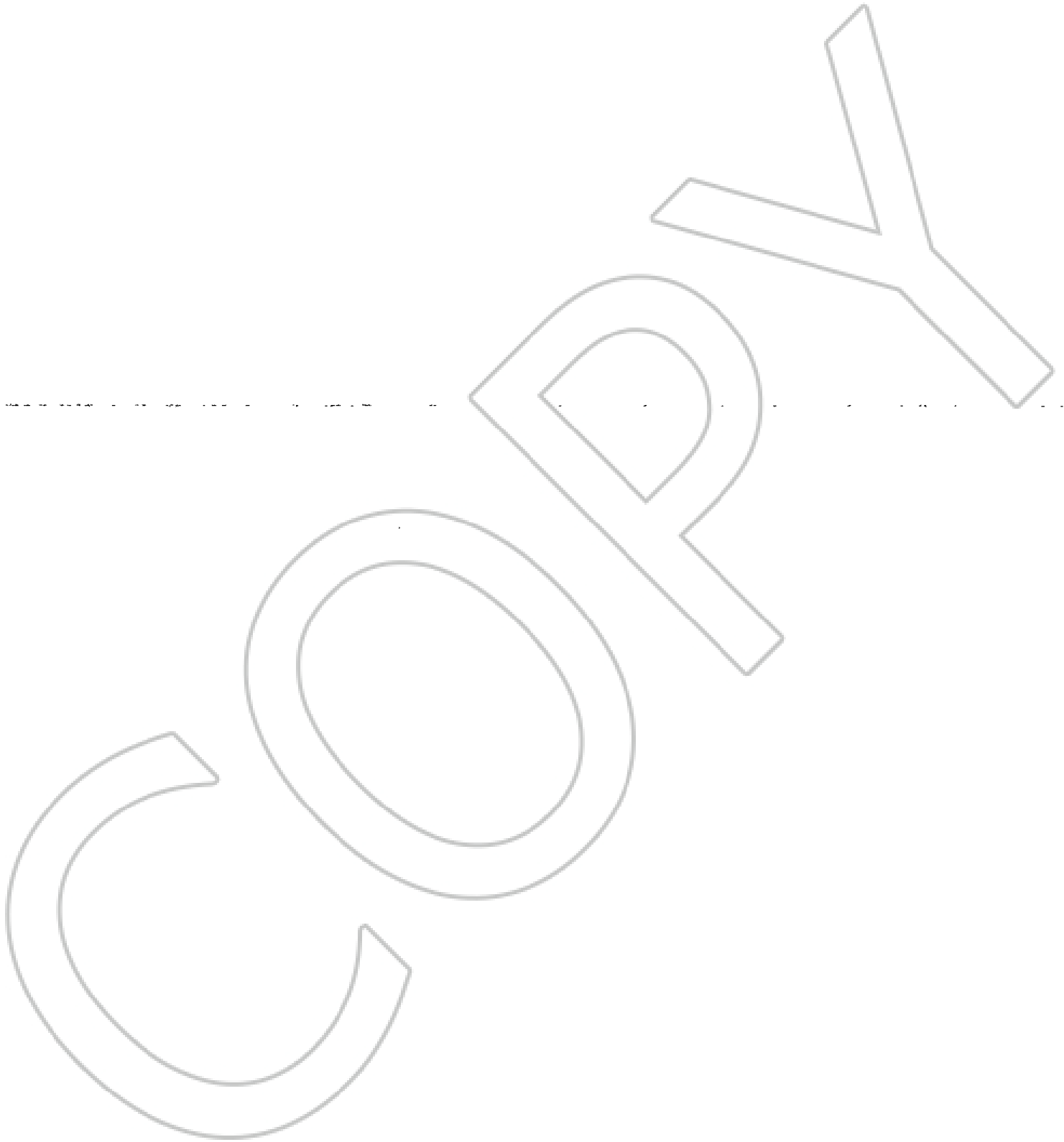
SIEVE SIZE	PERCENTAGE PASSING
#4	93% - 100%
#8	40% - 80%
#16	15% - 60%
#50	0% -- 20%
#100	0% -- 4%
#200	0% --2.5%

"Percent Fines" means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (AASHTO) "Standard Method for Sieve Analysis of Fine and Coarse Aggregates"; designation I 36-84a or AASHTO Designation T27.

"Durability Index" means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

"Loss by Abrasion" means the percent loss of weight as determined by using AASHTO 'Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the

Los Angeles Machine". Designation AASHTO T-96.



COPY

EXHIBIT "B"

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Douglas County, NV, c/o Douglas County Public Works for the Snow Removal Contract
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents at the prices indicated in the Bid Schedule, below.

Bidder acknowledges that Bid includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit.

ARTICLE 6 – BID SCHEDULE

6.01 Location of staging yard, fuel and materials storage area:
124 McFaul Zephyr Cove, NV

1 College Way, South Lake Tahoe, CA

Sawmill Road, Gardnerville, NV

6.02 Equipment Listing

<u>Make</u>	<u>Type</u>	<u>Size or Capacity</u>	<u>Rate per Hour*</u>
Komatsu	Wheel Loader WA270-7	5 CYD Bucket & 14' V Plow	\$185
Komatsu	Wheel Loader WA380-7	5 CYD Bucket & 14' Plow	\$185
Freightliner	FL80 4x4 Dump / Plow / Spreader	6 CYD new stainless spreader & 12' Plow	\$105
Freightliner	M102 6x4 Dump / Plow / Spreader / Liquid	10 CYD stainless spreader & 12' Plow	\$105
Dodge	Ram 4500 4x4 Plow / Spreader / Liquid Deicer	4 CYD new stainless spreader & 10' Plow	\$105
Schmidt	Supra 4001 Snow Blower Chassis Mounted 440 HP	440 HP 3500 Tons Per hour	\$440
Kodiak	LMSC 4412 Snow Blower Loader Mounted 350 HP	350 HP 2500 Tons Per hour	\$350
Trackless	MTV Tractor Snow Blower Tractor Mounted	110 HP Specialty for garage & sidewalks	\$145
Ford	F550 with Crane, Fuel, Lube, Tools, Spare parts	Supervisor / Mechanic	\$95
Sand and Deicer			<u>Price per Unit</u>
NDOT Specification road salt, magnesium treated, colorized			\$140
23.3% NaCl liquid deicer			\$4

* The "Rate per Hour" represents the total price per hour that the County will be charged for Contractor's operation of the equipment in the performance of the work under a snow removal agreement. The Rate includes without limitation all overhead (including operator compensation) and profit. Contractor will not be entitled to any other form of compensation in the performance of its work.

ARTICLE 7 – BID SUBMITTAL

A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. If required by the State of Nevada, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.

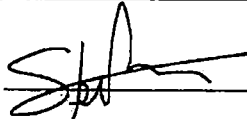
A Bid by an individual shall show the Bidder's name and business address.

A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The business address of the joint venture must be provided on the Bid Form.

BIDDER: *[Indicate correct name of bidding entity]*

Kingsbury Snow Removal, Ltd.

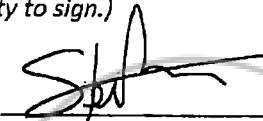
By:
[Signature]



[Printed name] Stephan Haase

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] Stephan Haase

Title: Managing Member

Submittal Date: October 14, 2019

Address for giving notices:

PO Box 3826

Stateline, NV 89449

Telephone Number: 775.781.3541

Fax Number: 530.725.8550

Contact Name and e-mail address: Stephan Haase
stephan@kingsburysnowremoval.com

Bidder's License No.: NV20151504881
(where applicable)

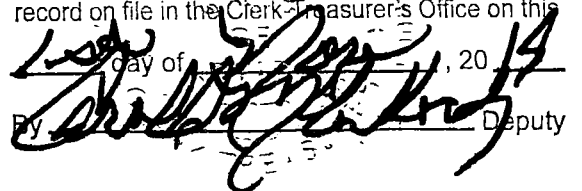
COPY

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 _____, 20____
By:  Deputy