

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name: Scott Morgan**

**Department: Community Services**



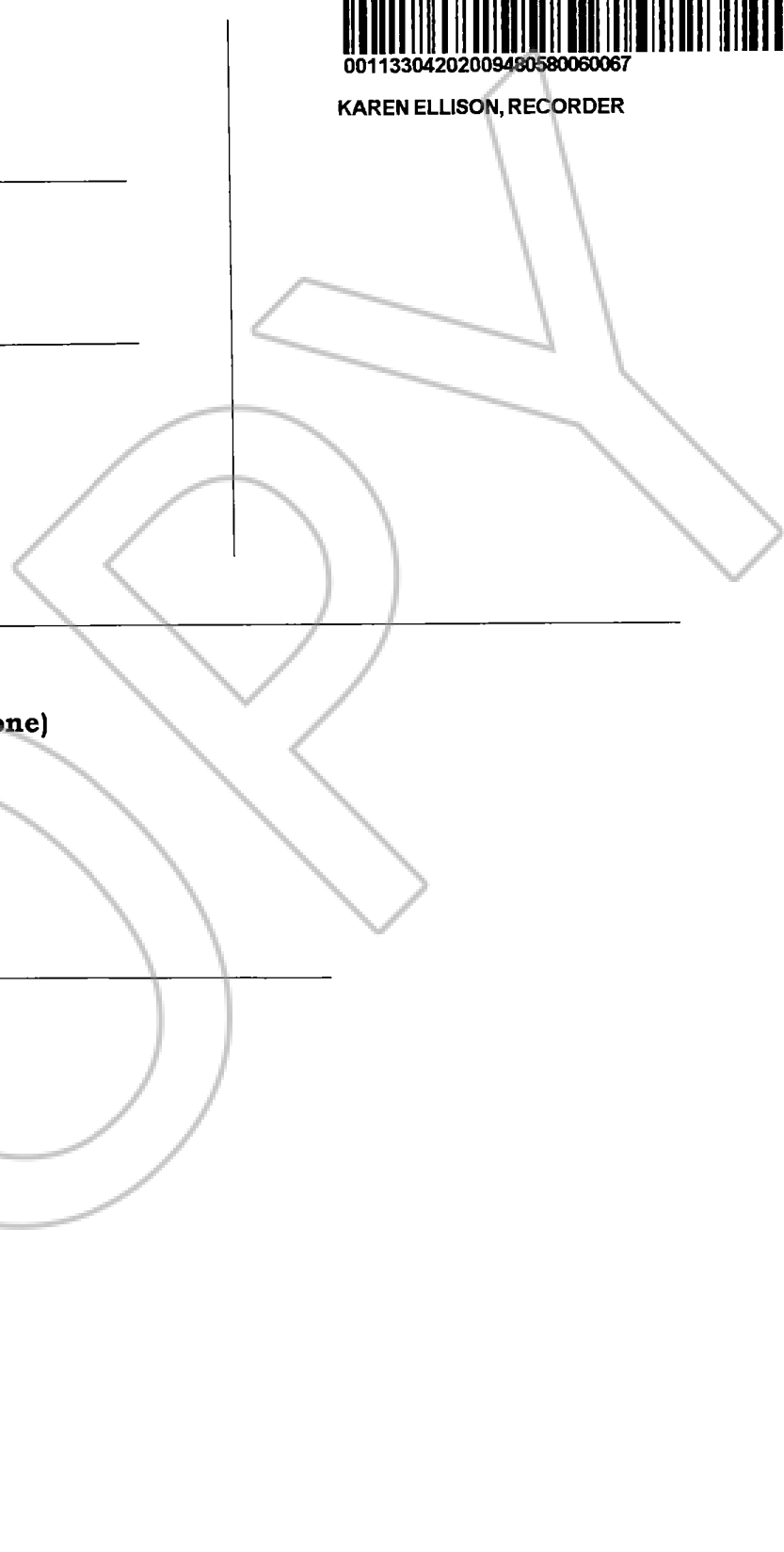
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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify: \_\_\_\_\_**



6-23-2020  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY MP DEPUTY

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN  
DOUGLAS COUNTY  
PO BOX 218  
MINDEN, NV 89423  
("COUNTY")

AND

ROBINSON METAL WORKS  
1362 SANDEN LANE  
MINDEN, NV 89423  
("CONTRACTOR")

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and 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 it 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 AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by both parties, and shall remain in effect until Contractor performs all services required under the Contract.

**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 333.700(3)(b), 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 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.

### 3. INDUSTRIAL INSURANCE.

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

ROBINSON METAL WORKS. entered into a contract with Douglas County to provide labor to fabricate, erect and shop prime a 60' extension to the existing shooting range canopy at the Douglas County Shooting Facility located at 875 Dump Road, Gardnerville, Nevada 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  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required worker's 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 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.

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

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

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed by Contractor are specified in the proposal attached hereto as **Exhibit 1** to provide labor to fabricate, erect and shop prime a 60' extension to the existing shooting range canopy at the Douglas County Shooting Facility located at 875 Dump Road, Gardnerville, Nevada.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed **\$9,825**. Contractor shall be paid in full only upon completion of all of the Services set forth in ¶ 4, and after a satisfactory final inspection of the work is completed by Douglas County

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

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

**7. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION.** This contract shall 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. 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. The Parties mutually agree to not seek punitive damages against either Party.

**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 procedures and requirements and all immigration and naturalization laws.

**9. ASSIGNMENT.** Contractor shall not 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.



**Robinson Metal Works**

NV Lic# 0082676

1362 Sanden Lane  
Minden, Nevada 89423  
Phone 775-450-2535 | Fax 775-267-9878  
RMW911@charter.net |

TO: DOUGLAS COUNTY NV  
P.O. Box 218  
Minden, NV 89423

DATE: June 7, 2020

FOR: DC GUN RANGE CANOPY EXTENSION

DESCRIPTION: Provide labor to fabricate, erect and shop prime a 60' extension to the existing shooting range canopy as directed. All materials to be supplied by Douglas County.

Labor Cost: \$9,825.00

COPY

Note: Thank you for your time and business.

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

23<sup>rd</sup> day of June, 20 20

By  Deputy