

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Department



00140600202109725950100106

KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

NO. 2021.137

8/16/21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY DB DEPUTY

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

AND

TAHOE FENCE CO. INC.
36 BROWN DRIVE
MOUND HOUSE, NV 89706
("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; and

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:

TAHOE FENCE CO. INC. HAS entered into a contract with Douglas County to install fencing at Brautovich Park 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 install fencing at Brautovich Park fencing, to include fencing around the existing synthetic turf and the installation of fencing for a small dog park.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed **\$40,491.00**. 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.

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, unless designated as confidential by a specific statute of the State of Nevada, shall 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.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. INTEGRATION & MODIFICATION OF CONTRACT. This contract supersedes all prior agreements between the parties, constitutes the entire contract between the parties, and may only be modified by a written amendment signed by the parties.

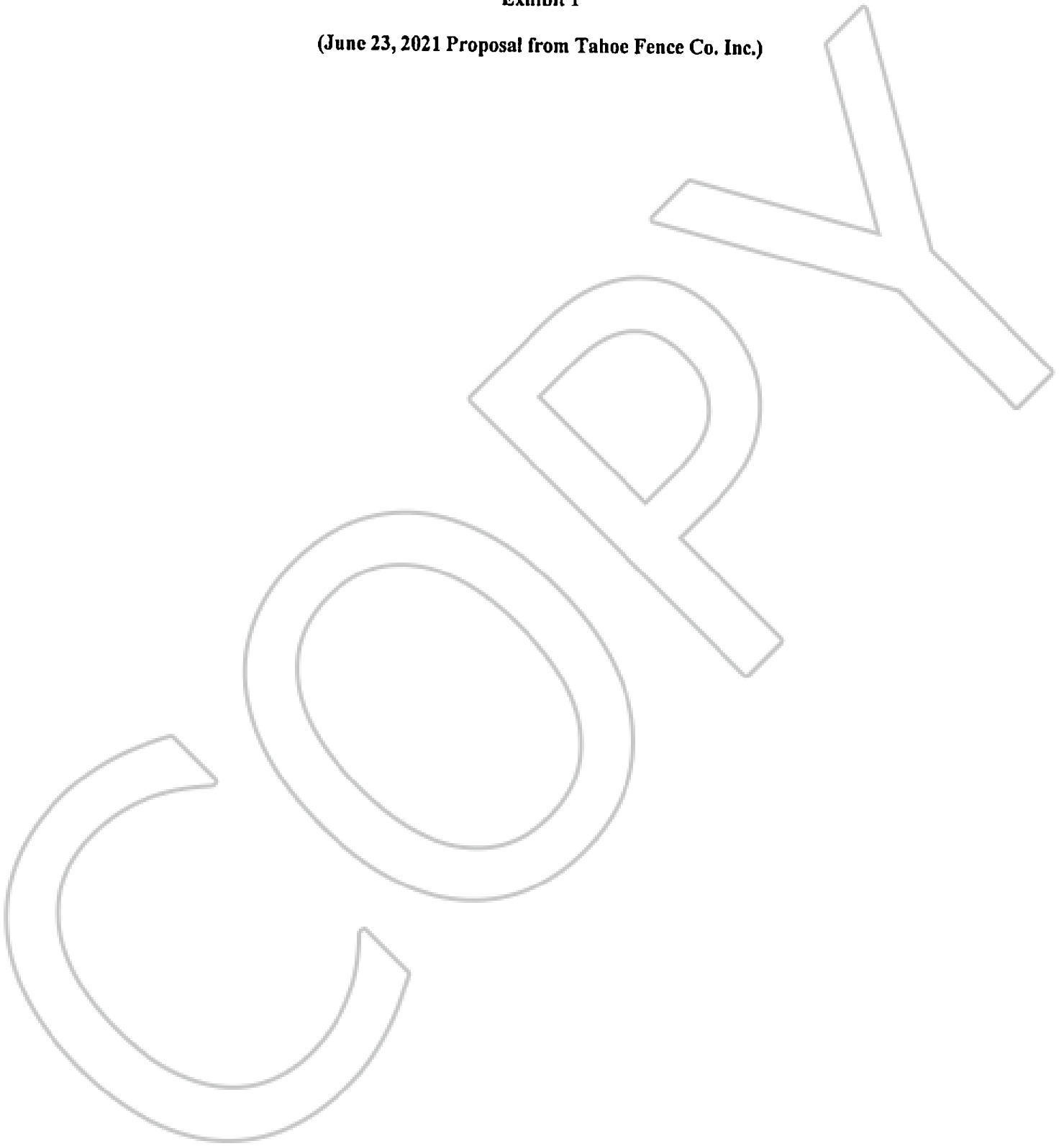
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Matthew Chad Mellow 8/12/2021
Tahoe Fence Co. Inc. (Date)

Patrick Cates 7/14/21
Patrick Cates, County Manager (Date)
By and On Behalf of
Douglas County, Nevada

Exhibit 1

(June 23, 2021 Proposal from Tahoe Fence Co. Inc.)



PROPOSAL

TAHOE

FENCE CO. INC.
Est. 1975

www.tahoe fence.com



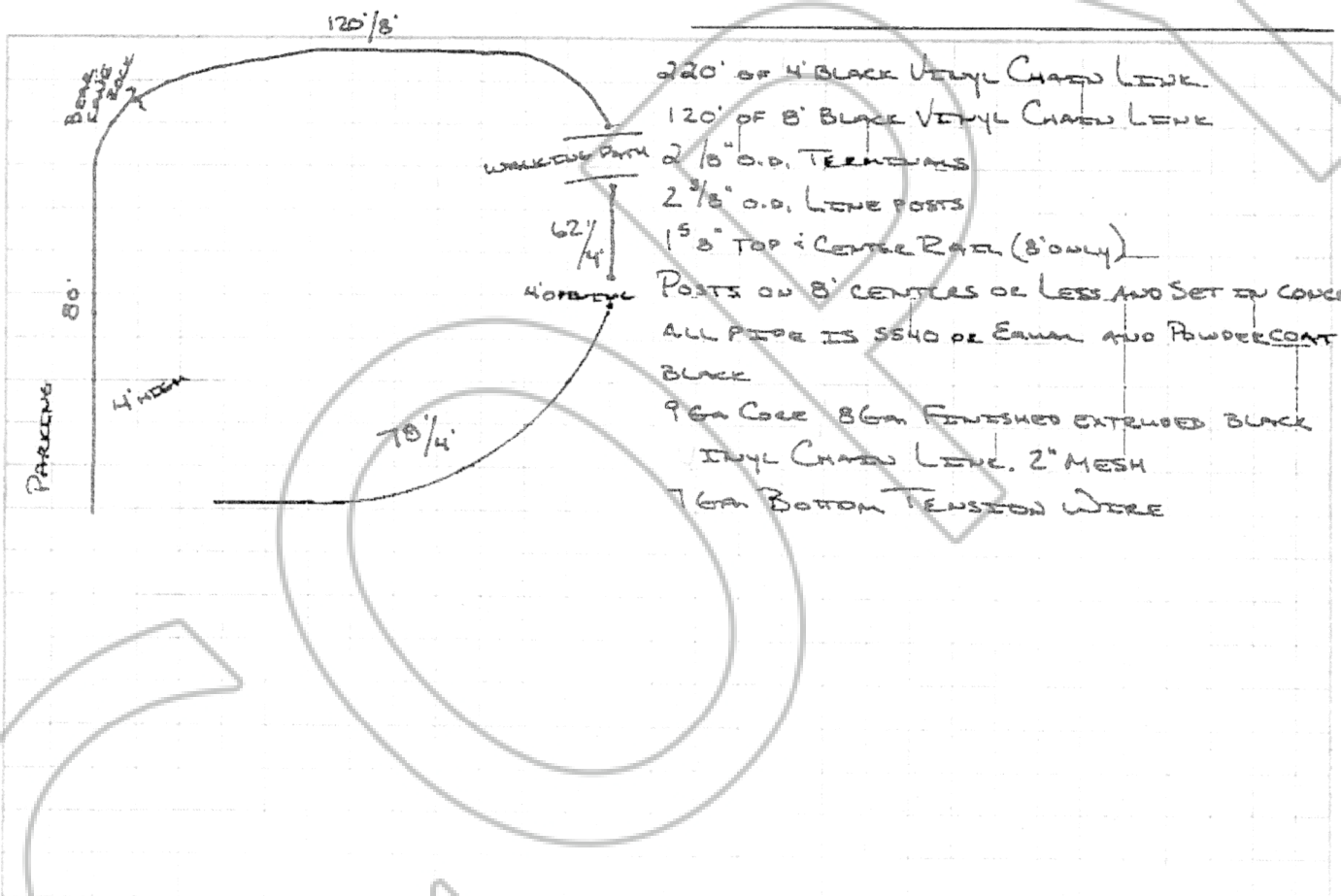
CA LIC # 305682 (UNLIMITED) • NV LIC # 53722A (\$1,200,000)
36 BROWN DRIVE • MOUND HOUSE, NEVADA 89706
(775) 882-1063 • FAX (775) 882-5490
TOLL FREE 1-800-332-2822

ATTN: RYAN STANTON

Submitted to Douglas County Parks Phone No. 775-690-0368

For Property at Beantovich Park N. BENJAMIN - KINGSBURY

WE PROPOSE TO: UPPER AREA SYNTHETIC GRASS Mail to: _____
INSTALL AT YOUR PROPERTY A FENCE OR
DO THE FOLLOWING DESCRIBED WORK Road



- 220' OF 4' BLACK VINYL CHAIN LINK
- 120' OF 8' BLACK VINYL CHAIN LINK
- 2 1/2" O.D. TERMINALS
- 2 3/8" O.D. LINE POSTS
- 1 5/8" TOP & CENTER RAILS (8' ONLY)
- POSTS ON 8' CENTERS OR LESS AND SET IN CONCRETE
- ALL PIPE IS SS40 OR EQUAL AND POWDERCOAT BLACK
- 9 GA CORE 8 GA FINISHED EXTENDED BLACK VINYL CHAIN LINK, 2" MESH
- 1 GA BOTTOM TENSION WIRE

PERMIT NOT INCLUDED UNLESS OTHERWISE INDICATED

TANOE FENCE CO. INC. PROPOSES TO DESIGN AND INSTALL THE FENCE AND MATERIALS AND TO BE RESPONSIBLE FOR THE FENCE AND MATERIALS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS LISTED. THE FENCE AND MATERIALS ARE TO BE INSTALLED BY THE PROPOSED CONTRACTOR.

2 DOWN PAYMENT OF \$1,000.00
2 DOWN PAYMENT OF \$1,000.00
AGREED PRICE INSTALLED \$ 17,575.00

Price of installation is based on the terms of the proposal and is subject to change. The price of the materials is subject to change. The price of the materials is subject to change. The price of the materials is subject to change.

PLEASE READ CAREFULLY AND RETURN SIGNED COPY IF ACCEPTED

By Chad Meadows

Accepted By _____

Date June 23, 2021

Date _____

PROPOSAL

TAHOE

FENCE CO. INC.
Est. 1975

www.tahoefence.com



CA LIC # 305682 (UNLIMITED) • NV LIC # 53722A (\$1,200,000)
36 BROWN DRIVE • MOUND HOUSE, NEVADA 89706
(775) 882-1063 • FAX (775) 882-5490
TOLL FREE 1-800-332-2822

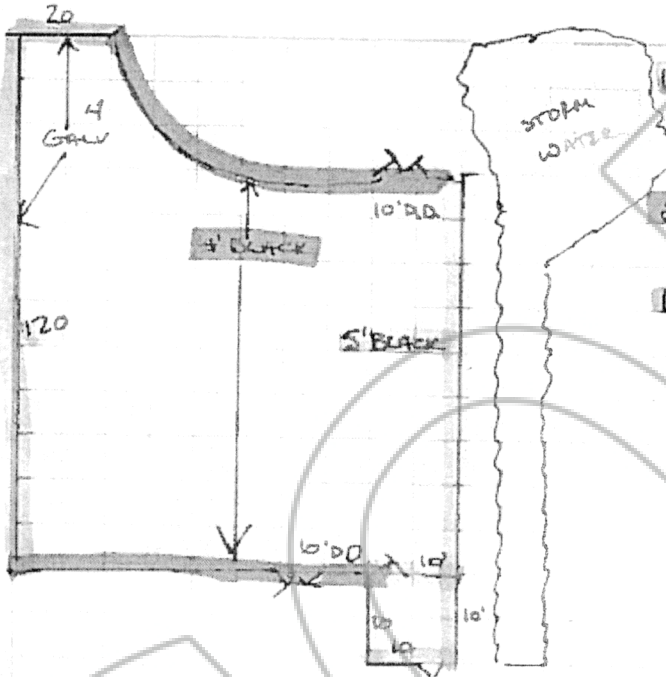
ATTN: RYAN STANTON

Submitted to Douglas County Parks Phone No. 775-690-0368

For Property at BEAUFORT SMALL DOG PARK N. BENJAMIN - KEN RUPP

WE PROPOSE TO:
INSTALL AT YOUR PROPERTY A FENCE OR
DO THE FOLLOWING DESCRIBED WORK

Mail to: _____



- 115' - 5' BLACK VINYL CHAIN LINK - ALL BLACK
- 3 - 4' (W) X 5' (H) SINGLE SWING GATES
- 4 1 1/2" O.D. FRAMES
- 200' OF 4" BLACK VINYL CHAIN LINK
- 2 - 10' (W) DOUBLE SWING GATES - 1 1/2" O.D. FRAME
- 146' OF 4" - 11 GA. GALV. CHAIN LINK
- 4 - 2 7/8" O.D. GATE POSTS (10' D.D.)
- 2 3/4" O.D. TERMINALS
- 1 7/8" O.D. LINEPOSTS
- 1 5/8" O.D. TOPRAIL
- 7 GA. BOTTOM TENSION WIRE
- ALL PIPE SS40 OR EQUAL
- POSTS ON 8' CENTERS AND SET IN CO
- BLACK PIPE IS POWDERCOAT BLACK
- BLACK CHAIN LINK IS 1 1/2 GA. CORE / 9 GA. FINISH

PERMIT NOT INCLUDED UNLESS OTHERWISE INDICATED

TAHOE FENCE CO. INC. PROPOSES TO FURNISH AND INSTALL FENCING OF MATERIALS ONLY AS DESCRIBED WITH THE TERMS AND CONDITIONS AS STATED. THE FENCE LINE AND WIDTH SHALL BE DETERMINED BY THE PROPERTY OWNER.

1. 3 DOWN & BALANCE UPON COMPLETION
1. 2 DOWN ON CUSTOM ORDERS AND NO RETURNS
AGREED PRICE INSTALLED \$ 28,916⁰⁰
MATERIAL ONLY \$ _____

INITIAL _____

PLEASE READ CAREFULLY AND
RETURN SIGNED COPY IF ACCEPTED

Price of installation is based on the amount of work being done at one time. If on account of changes made by customer the crew has to make more than one trip, the extra charge covering such expense will be made.

All changes must be made in writing.
By CHAD MELLOR

Accepted By _____

Date Revised 6/23/2021

Date _____

TERMS & CONDITIONS
IMPORTANT—PLEASE READ

Once the CUSTOMER signs this agreement or makes a down payment, this is a binding legal contract between the CUSTOMER and Tahoe Fence Co., Inc. Be sure you have read and thoroughly understand all the terms and conditions of this agreement, then sign, and return the agreement to Tahoe Fence Co., Inc. with any down payment that may be required. Work cannot and will not begin until this agreement is signed and the down payment is made.

CUSTOMER AGREES to pay for said fence in full upon completion. Further, customer acknowledges and agrees that, in the event the collection of customer's payment obligation is hereunder placed in the hands of an attorney, customer shall pay attorney's fees and court costs thereby necessitated. A FINANCE CHARGE is computed by a periodic rate of 1 1/2% per month, which is an annual rate of 18% applied to the previous balance after deducting current payments and/or credits appearing on the monthly statement. Tahoe Fence shall retain a possessory interest in all fencing materials until Tahoe Fence receives payment in full of all outstanding monies by Purchaser, as outlined in this Agreement and as acknowledged by the Parties. Tahoe Fence Co., Inc. may remove said materials even if attached to building, and may retain any sum theretofore paid as rental; and in such default, customer agrees to pay the reasonable cost of installing and removing fences, and reasonable attorney's fee and cost of collection.

Any disputes arising out of this Agreement will be governed by the laws of the State of Nevada. Furthermore, all parties agree that the forum to bring disputes arising out of this Agreement shall be the 1st Judicial District Court of the State of Nevada, including alternative dispute resolution programs (mediation and arbitration) that reside within the 1st Judicial District.

CONDITIONS OF INSTALLATION

Nevada State Law and California State Law require that before any excavation work can be done that U.S.A. (Underground Service Alert) be contacted at 811 or 1 (800) 642-2444.

Tahoe Fence Co., Inc. agrees to make the installation in a workmanlike manner and furnish all labor. If the installation is a fence, such fence is to follow the GROUND LINE, unless otherwise provided for in the contract. Obstructions of every nature which in any way interfere with the installation shall be removed or protected by the owner prior to commencing work. Tahoe Fence Co., Inc. shall exercise all care, but accepts no responsibility for damaged property in the immediate vicinity or areas worked. This includes, but is not limited to landscaping, vegetation, utilities, irrigation, yard ornaments, etc. All line and grade stakes are to be established by owner.

INITIAL

As most fences are outside structures, they are exposed to the elements. Heat, moisture, snow, and wind are acts of nature and their effects on materials cannot be predicted, prevented, or warranted. Tahoe Fence Co., Inc.'s wood materials are sold to customer in a rough and green condition as received by the manufacturer unless otherwise noted. Tahoe Fence Co., Inc. does not warrant against checking, cracking, discolorations, shrinking, splintering, streaking, swelling, wetting, or warping as it is beyond our control. Knots, splits and other imperfections are normal with fence grade materials. Expect the fence to have these natural flaws. Nearly perfect materials are available but at a much higher price. Notify us immediately if you want this type of material. Iron, steel, and vinyl products are received from the manufacturer as is. Any discolorations or alterations in shades of color, or variations in product styles, are beyond the control of Tahoe Fence. Also, touch ups in the field may not match exactly. Slight variations in color are to be expected.

INITIAL

This is a binding legal contract between both parties. Be sure you have read and thoroughly understand all the terms and conditions, then sign and return to us along with any down payment that may be required.

RESIDENTIAL CONSTRUCTION RECOVERY FUND

Payment may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulting from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund and filing a claim for recovery from the recovery fund, you may contact the State Contractor's Board at the following locations:



State Contractor's Board
9680 Gateway Drive, Suite 100
Reno, NV 89521
Telephone (775) 688-1141

State Contractor's Board
2310 Corporate Circle, Suite 200
Henderson, NV 89074
Telephone (702) 486-1100

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

16th day of August, 20 21

By *Vanessa Balda* Deputy