

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Dept



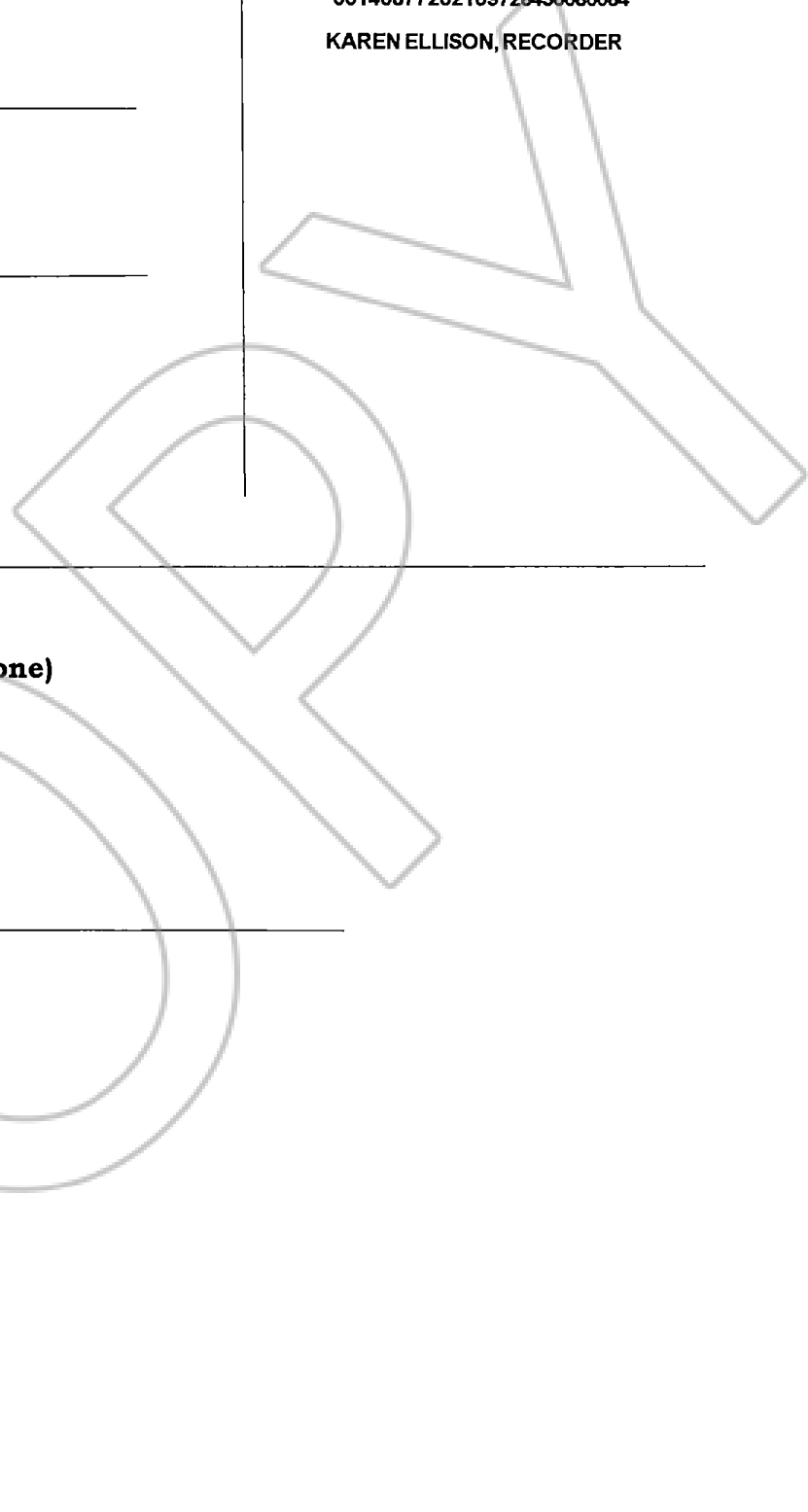
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KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

FILED
NO. 2021.139
8-19-2021
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY ed DEPUTY

AND

BRUCE MACKAY PUMP AND WELL SERVICE
7465 LONGLEY LANE
RENO NV, 89511
("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 Contractors 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:

BRUCE MACKAY PUMP AND WELL SERVICE. HAS entered into a contract with Douglas County to provide well drilling services and installing a new pump located at the Historic Dangberg Home Ranch 1450 NV-88, Minden NV 89423. 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 well drilling services and installing a new pump located at the Historic Dangberg Home Ranch 1450 NV-88, Minden NV 89423.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$26,638.48. 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.

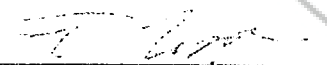
11. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such 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 of 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.

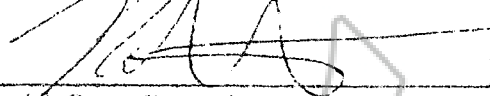
13. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor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



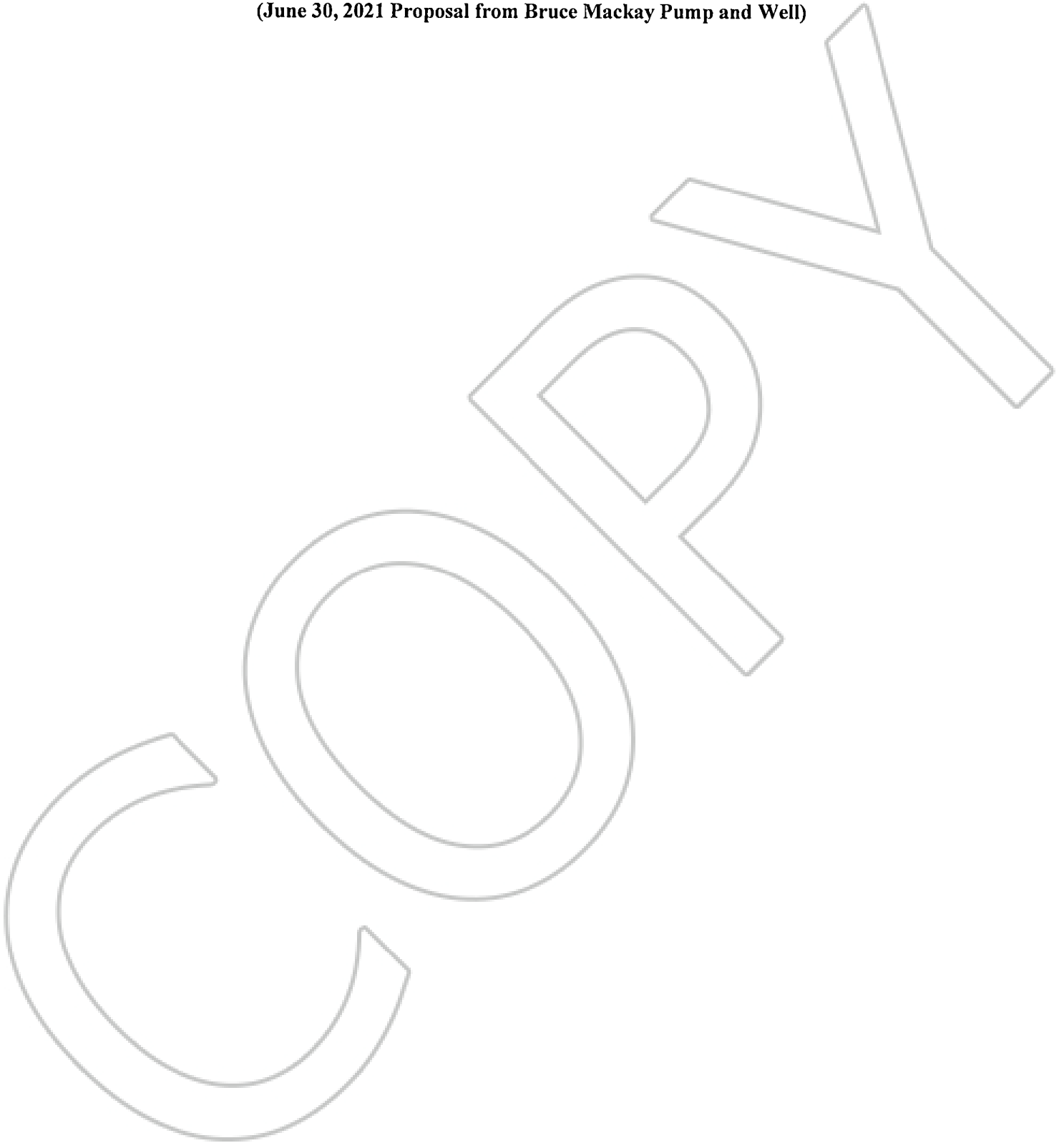
Bruce Mackay Pump and Well Service (Date) 5-17-21



Paige Cates, County Manager (Date) 5/12/21
By and On Behalf of
Douglas County, Nevada

Exhibit 1

(June 30, 2021 Proposal from Bruce Mackay Pump and Well)



BRUCE Mackay

Pump & Well Service

"Your complete water system professional"

7465 Longley Lane
Reno, NV 89511

NV Lic.#23095 & 23096 CA Lic.#595616
License Limit \$750,000

Office: (775) 851-1600
Fax: (775) 851-1602

Well Drilling Estimate 6 5/8" Well SDR 21 PVC

To: Ryan Stanton Douglas County Parks (Dangberg Park)	Date: 6/30/2021
Address:	Email: rstanton@douglasnv.us
Ph: 775-782-9835 Ph:	Email:
Property Location: 1450 NV-88 Minden, NV 89423	APN:

Item #	Description	Qty	Unit \$	Total
1	State of NV NOI 50.00	1	\$ 50.00	\$ 50.00
2	Drilling air or mud and construction of a 6" well includes well construction, blank casing, gravel pack, well cap and up to 3 hours of development	200	\$ 59.00	\$ 11,800.00
3	Mud Drilling Setup Fees	1	\$ 1,450.00	\$ 1,450.00
5	Perforated casing. Price Per Foot	40	\$ 28.50	\$ 1,140.00
6	Mobilization of drilling equipment	1	\$ 1,450.00	\$ 1,450.00
7	Abandon Existing 3" well 300' in Depth	300	\$ 10.75	\$ 3,225.00
8	Sanitary seal as required by County and State	1	\$ 1,350.00	\$ 1,350.00
9	If drilling rate slows to 20' an hour or less due to formation conditions, artesian flow or lost circulation, the hourly rate for services will apply at \$325/hour during drilling operations or establishing circulation plus any footage charges. We furnish 5 sacks of mud per 100'. Additional mud or lost circulation materials or additives are at invoice cost + 20%.			
10	Equipment ingress and egress, Protection of driving surfaces, cement, asphalt, pavers, area cleanup, containment, removal of drilling fluids and drilling cuttings are <u>Property Owners Responsibility.</u>			
11	Contractor makes no guaranty or warranty with respect to the supply or quality of water, if any, from said well.			
12	Customer agrees to be available in person or by phone during construction of well. If the customer is not available during the construction, customer agrees to all decisions made by the driller including changes of scope of work not mentioned above. Customer agrees to have Bruce Mackay install pump system.			

Total estimated cash price (final price depends upon actual depth and conditions)	\$	20,465.00
\$ 4,000.00	Deposit required (Estimate is cash or check. If credit card add 4% handling fee)	

Prices are good for 30 days from date of estimate. Terms-Payment due upon completion. Upon buyer's failure to pay in full within 10 days, buyer agrees to pay a FINANCE CHARGE of 2% PER MONTH, 24% PER ANNUM, PLUS any other collection costs incurred including attorney fees. Due to possible changes in scope of work and unknown conditions, all work is done on a time and material basis except where minimum amounts are shown.

Payment may be available from the Residential Construction Recovery Fund if you are damaged financially by a project performed on your residence, including repairs pursuant to a contract, and the damage resulted from certain specified violations of NV law by a licensed contractor. For information, contact State Contractors' Board (775)688-1141

I (We) agree to the above Estimate: _____ Date: _____ Purchaser

Submitted By:  _____ Date: 6/30/2021 Contractor

Monty Loper

BRUCE MacKay

Pump & Well Service

Bruce MacKay Pump & Well Service, Inc.
7465 Longley Lane, Reno, Nevada 89511 United States
(775) 851-1600

Estimate 13582151
Job 64979
Estimate Date 6/30/2021

Billing Address
Dangberg Home Ranch
1450 Nevada 88
Minden, NV 89423 USA

Job Address
Dangberg Home Ranch
1450 Nevada 88
Minden, NV 89423 USA

Estimate Details

16S10 Pump Estimate: 16S10 - 1 HP 16 GPM 120' Set : Installation of pump, pipe and wire into well, pitless and controls and tying in existing pressure tank. This will include trenching of water line and electrical from well head to control room.

Task #	Description	Quantity	Your Price	Your Total
16S10-10	16S10-10 Grundfos Pump End	1.00	\$889.00	\$889.00
100MOTOR	1 HP Motor	1.00	\$647.00	\$647.00
100CONT	1 HP Control Box	1.00	\$150.00	\$150.00
125PVC80	1.25" PVC Sch 80 Pipe X 20'	6.00	\$74.50	\$447.00
12WIRE	12/4 Submersible Wire	12.00	\$2.59	\$31.08
SPLICE12	#12 Splice Kit	1.00	\$13.00	\$13.00
TORQ	Torque Arrestor	1.00	\$18.50	\$18.50
125CheckVlv	1.25" Check Valve	2.00	\$68.00	\$136.00
100CONDUIT	1" Conduit	50.00	\$2.00	\$100.00
125POLY	1.25" Poly Pipe	50.00	\$3.10	\$155.00
MINIEX	Mini Excavator Rental	1.00	\$500.00	\$500.00
PLUMB	Misc. Plumbing	1.00	\$500.00	\$500.00
MISC	Misc. Materials - This includes 1" sweep , J-boxes , LB's	1.00	\$250.00	\$250.00
1LABOR1RENO2	Two Man Hourly Labor	12.00	\$175.00	\$2,100.00

Sub-Total \$5,936.58
Tax \$236.90
Total \$6,173.48

Thank you for choosing Bruce MacKay Pump & Well Service, Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Bruce MacKay Pump & Well Service, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

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

19th day of AUGUST, 20 21

By Ernie J. Ombrowski Deputy