

Recorder's Office Cover Sheet

Recording Requested By:

Name: Glen Radtke

Department: Public Works



KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

DANIEL TRUJILLO DBA TRU-COVERAGE PAINTING *ed* **DEPUTY**

FILED

NO. 2021.141

8/20/2021
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

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"), and Daniel Trujillo, a Nevada Sole Proprietor doing business as Tru-Coverage Painting ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

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

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

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of the essence in this Contract and all work required in Paragraph 4 of this Contract shall be finally completed by no later than **October 31, 2021**.

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

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

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

3. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Daniel Trujillo has entered into a contract with Douglas County to perform services related to Painting through October 31, 2021, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

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

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that, 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 is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to painting of County facilities, more particularly described as follows:

A. The services to be performed by Contractor are more specifically set forth in Exhibit A, which is attached hereto and incorporated herein.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total of Thirty-Five Thousand, Eight Hundred and Fifty Six Dollars and Twenty-Five Cents (\$35,856.25) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, or work performed under this Contract shall be free of defects in material and workmanship for a period of 365 days following the completion of such work. The services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement. Contractor agrees and hereby provides, 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, if any; 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 any; If vendor 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 vendor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests.

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

8. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current

fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

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

9. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits A and B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, and finally Exhibit B.

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

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

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

13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

15. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

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

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

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

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

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

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

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

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

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and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

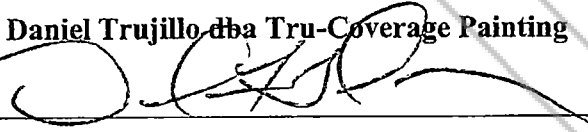
To County: Douglas County
Attn: Public Works Department, Fleet and Facilities Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor: Daniel Trujillo
Tru-Coverage Painting
PO Box 4193
Carson City, Nevada 89702
775-443-6345

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

Daniel Trujillo, dba Tru-Coverage Painting

By: _____

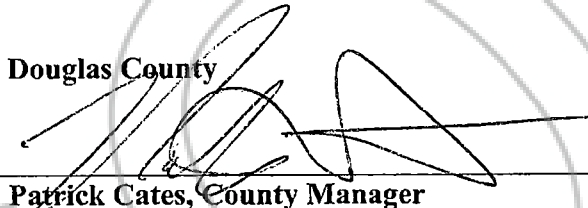


7/15/21

(Date)

Douglas County

By: _____

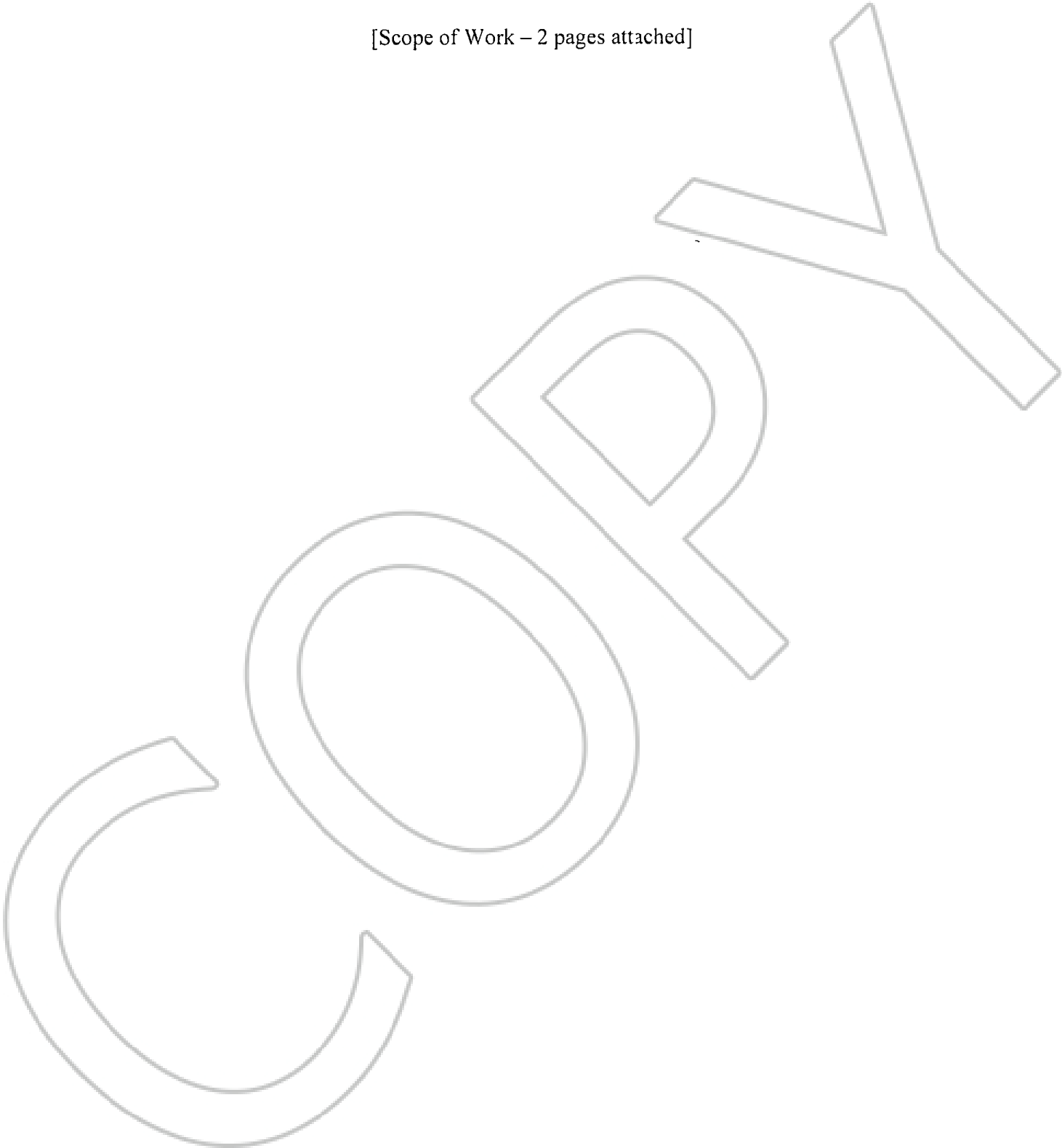

Patrick Cates, County Manager

8/18/21

(Date)

Exhibit A

[Scope of Work – 2 pages attached]



Daniel Trujillo
P.O. Box 4193
Carson City, NV 89702
E-mail: trucoverage@gmail.com



(775) 443-6354
Fax: (775) 297-3947
NV Lic. # 0071763
Bid Limit \$35,000

Douglas County Facilities Operations
Attn: Glen Radtke
1616 8th st.
Minden, NV 89423
775-782-9838
Fax 775-783-6428

March 8, 2021

Project Area
1133 Spruce

Scope of work

Exterior Painting

1. Powerwash entire exterior to clean and remove any dirt and debris.
2. Set any and all loose nails as necessary.
3. Sand any wood as needed prior to washing.
4. Prime as necessary any raw wood and metal gutters and down spouts prior to painting.
5. Apply one coat (to cover) solid body stain to all siding, eaves and trim.
6. Apply one coat (to cover) exterior satin paint to all metal gutters and down spouts.
7. Lightly sand and apply (2) coats exterior satin to hand rails.

Total Cost \$ 6731.25

Notes

1. Bid is for labor and materials.
2. Color of paint is to match existing color scheme.
3. All areas not getting painted are to be masked and or covered.

Exclusions

Interior painting, wood fencing, carpentry repairs and anything not listed in above scope of work.

Customer Date

Tru-Coverage Painting Date

Douglas County Facilities Operations
Attn: Glen Radtke
1616 8th st.
Minden, NV 89423
775-782-9838
Fax 775-783-6428

February 25, 2021

Project Area

Administration Building 175 Highway 50
Stateline, NV

Scope of work

Exterior Staining and Painting

1. Powerwash entire exterior prior to staining (wood siding, over hangs, posts, gutters, block walls, etc...) to clean siding and remove any dirt.
2. Set any and all loose nails as necessary.
3. Sand as necessary any siding as needed prior to applying Sikkens.
4. Sand all metal hand rails and metal doors prior to painting.
5. Prime as necessary any and all raw wood and or metal prior to painting.
6. Apply 1 to 2 coats as needed of Sikkens Log & Siding stain to all areas that have been sanded down to raw wood to bring color back even with rest of building.
7. Apply one coat Sikkens by brush and roller (to cover) to all exterior wood siding.
8. Apply one coat (to cover) Dura Thane Aliphatic Uerthane to all hand rails and man doors.
9. Apply one coat (to cover) safety yellow paint to all painted caution poles.

Total Cost \$ 22812.50

Notes

1. Bid is for labor, materials and lift rental.
2. All wood siding to be brushed and rolled only to eliminate any possibility of overspray.
3. Color of stain is to match existing.
4. Wood siding material to be Sikkens.
5. All areas not getting painted are to be masked and or covered.

Exclusions

Interior painting, gutters, stucco, windows, carport over hang area, roof, carpentry repairs and anything not listed in above scope of work.

Customer

Date

Tru-Coverage Painting

Date

Daniel Trujillo
P.O. Box 4193
Carson City, NV 89702
E-mail: trucoverage@gmail.com



(775) 443-6354
Fax: (775) 297-3947
NV Lic. # 0071763
Bid Limit \$35,000

Douglas County Facilities Operation
Attn: Glen Radtke
1616 8th st.
Minden, NV 89423
775-782-9838
Fax 775-783-6428

February 13, 2021

Project Area
Tahoe-Douglas Senior Center

Scope of work

Exterior Painting/Siding & brick

1. Powerwash exterior prior to painting.
2. Scrape any and all remaining loose or peeling paint.
3. Sand wood siding as needed prior to painting.
4. Caulk around windows and doors and where previously caulked.
5. Spot prime any raw wood prior to painting.
6. Apply one coat (to cover) exterior satin paint (body color) to ail siding, brick, eves and front hand rails.
7. Apply one coat (to cover) exterior satin paint (trim color) to fascia and window and door trim.
8. Sand deck and stairs as needed prior to painting.
9. Apply one coat Mono Chem deck primer to front deck and side stairs.
10. Apply (2) coats exterior Dex Coat non skid acrylic deck coating to front entry deck and side stairs.

Total Cost \$ 6312.50

Notes

1. Color of paint is to be chosen by others.
2. All areas not getting painted are to be masked and or covered.
3. Job is to take approximately 3 to 4 days.

Exclusions

Interior painting and anything not specifically listed in above scope of work.

Customer Date

Tru-Coverage Painting Date

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

20th day of August 2021

By Emmy K. Ambrosio Deputy