

Recorder's Office Cover Sheet

Recording Requested By:

Name: Geoff Bonar

Department: Community Services



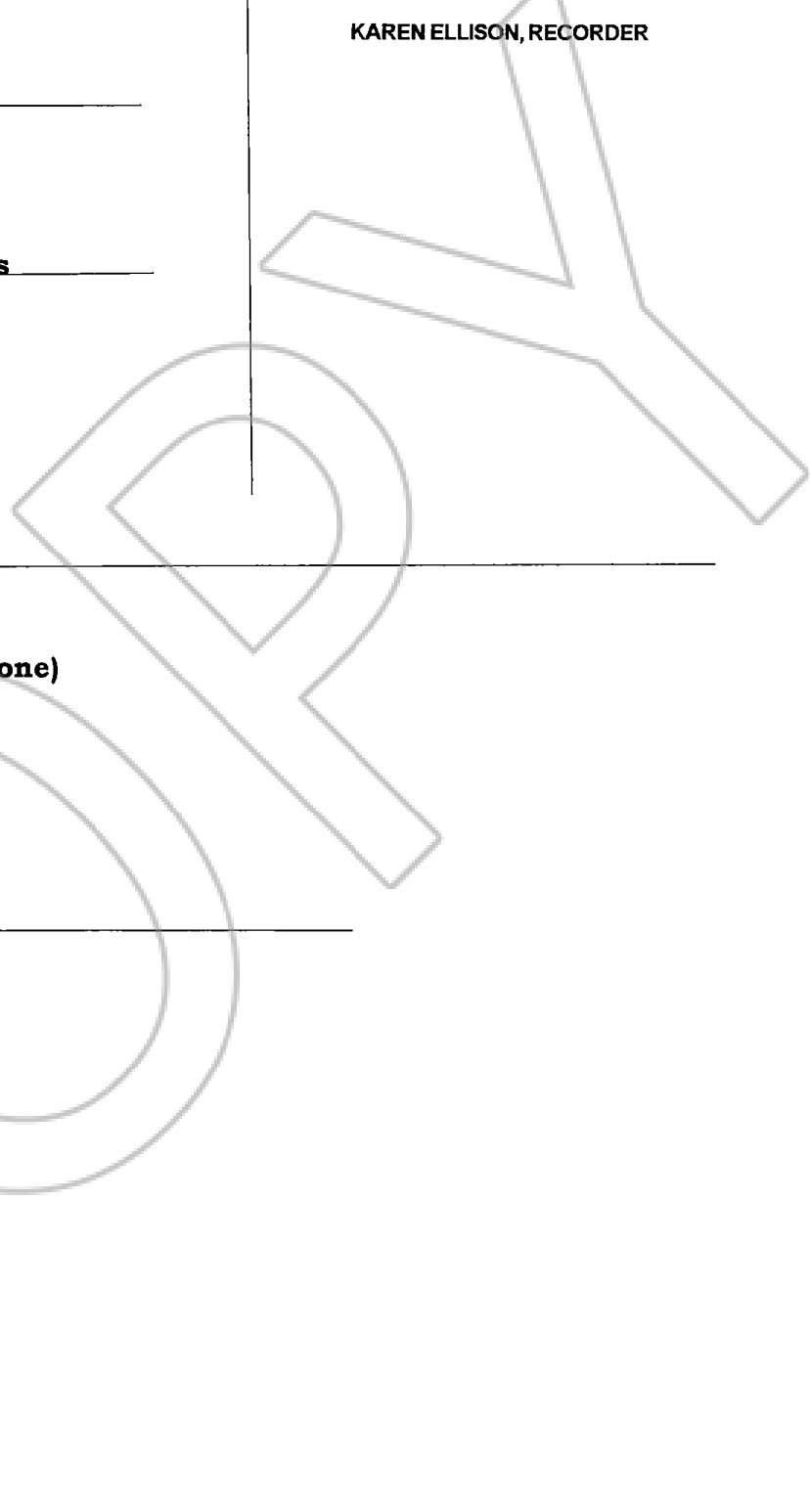
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KAREN ELLISON, RECORDER

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. 2022.084
5/06/2022
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY ed DEPUTY

AND

SIERRA NEVADA CONSTRUCTION INC.
PO BOX 50760
SPARKS NV 89435
("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:

SIERRA NEVADA CONSTRUCTION INC HAS entered into a contract with Douglas County to provide pavement asphalt maintenance at Kahle Community Center 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
Human Resources C/O Megan Everett
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 pavement maintenance at Kahle Community Center located on Kingsbury Grade, Stateline, Nevada

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$52,830.00. 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.

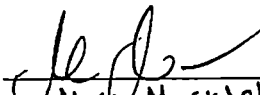
11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials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

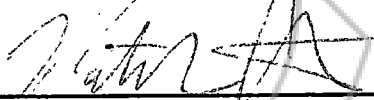
13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor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



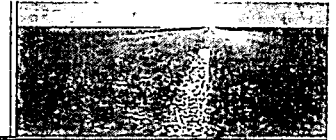
Marc Maxwell, CEO
Sierra Nevada Construction Inc. 3/29/22
(Date)



Patrick Cates, County Manager
By and On Behalf of
Douglas County, Nevada 5/3/22
(Date)



PROPOSAL & CONSTRUCTION CONTRACT



SIERRA NEVADA CONSTRUCTION, INC.

March 3, 2022

Douglas County
PO Box 218
Minden, NV 89423

Regarding: **Kahle Community Center**

Subject: **Asphalt Maintenance 2022**

Scott,

This proposal dated 3-3-22, for work to be performed at Kahle Community Center, Stateline NV herein designated the "Project" shall become a binding contract upon execution by SIERRA NEVADA CONSTRUCTION, INC, hereinafter designated "Contractor" and Douglas County, hereinafter designated "Owner". Owner represents that he/she is the Owner of the real property upon which the construction improvement is to be made.

WITNESSETH: That Contractor and Owner, for the consideration hereinafter set forth agree as follows:

Section 1. **Scope of Work:** Contractor acknowledges that it is familiar with the nature and location of the work and shall furnish all materials and perform all of the work. All work shall be performed by Contractor to industry standard and Contractor shall use its best skill and judgment in performance of all work under this agreement. Contractor shall perform the work as attached herein.

The following table shall serve as a breakdown of our proposal:

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
<u>Parking Lot & Roadways:</u> <u>Crack Seal: Transverse Cracks:</u> > Clean all cracks w/ blowers. > Remove vegetation as needed. > Seal all cracks 1/4" and larger w/ Crafcro hot applied rubberized crack sealer. <u>Type II Rapid-Set Slurry Seal:</u> > Mobilize equipment and crew to jobsite. > Clean existing asphalt with power broom and blowers. > Apply a single coat of Type II Rapid-Set Slurry Seal (County Road Spec - 1/4" Aggregate Slurry). Qty - 80,509 SF. <u>Striping: (Oil Based Paint):</u> > Restripe parking lot areas white / yellow per existing lay-out. ▪ 100 Regular parking stalls. ▪ 3 HC parking stalls. ▪ 4 Stop bars.	1 LS	\$42,860.00	<u>\$42,860.00</u>

corporate office
po box 50760, sparks, nv 89435
475 east greg street, ste. 117, sparks, nv 89431
ph 775-355-0420 fax 775-284-2612

northern nevada
po box 50760, sparks, nv 89435
2055 east greg street, sparks, nv 89431
ph 775-355-0420 fax 775-355-0535

northern california
9701 dino drive, ste. 190
elk grove, ca 95624
ph 916-753-1700 fax 916-753-1798

PROPOSAL & CONSTRUCTION CONTRACT

<ul style="list-style-type: none"> ▪ 1 Basketball court. ▪ 1 Large speed hump. <p><u>Walking Paths:</u> <u>Commercial Seal - SteelGuard:</u></p> <ul style="list-style-type: none"> ➤ Mobilize equipment and crew to jobsite. ➤ Prepare surface w/ power brooms and blowers. ➤ Apply a single coat of SteelGuard 60 Industrial Seal Coat. Qty – 36,816 SF. <p><u>Note:</u> SNC will include all traffic control.</p>	<p>1 LS</p>	<p>\$9,970.00</p>	<p><u>\$9,970.00</u></p>
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Section 2. Special Conditions & Exclusions:

1. This proposal is good for 30 days.
2. SNC is not responsible for pavement cracks due to age, traffic loads, and our freeze / thaw climate.
3. This proposal excludes performance & payment bonds permits and fees.
4. This proposal excludes all engineering, testing, surveying, staking & as-built drawings.
5. This proposal is based on one mobilization for each crew. If more mobilizations or phasing is requested than an additional \$6,500.00 will be charged per each mobilization.
6. This proposal is based on a 5 day/week, 8 hour/day work schedule.
7. This proposal is based on all work being awarded to SNC. We reserve the right to modify our prices if only selected portions of the quoted work are awarded to SNC.
8. This proposal is based on all work being performed before October 2022. If schedule dictates work being performed after that date, SNC reserves the right to raise our prices to account for labor, equipment, and/or material price escalation.
9. All work will be field measured and billed at the unit prices outlined above.
10. All work not specifically detailed in the scope of work is excluded.
11. All quoted work shall be constructed in accordance with the Standard Specifications for Public Works Construction.
12. This proposal is based on mutually agreeable contract terms being negotiated.

Section 3. Contract Amount and Payment: Owner shall pay contractor, as full compensation for furnishing all material, equipment and labor, the amount set forth in the schedule of values attached herein. Contractor shall invoice for progress estimates monthly in proportion to the amount of work completed. Progress estimates are due and payable from the Owner to Contractor within 30 days of Contractor's invoice date. Final payment shall be due upon completion of proposed work. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing at the place where the Project is located. In the event the Owner shall fail to make payment at all times and in the amounts provided for in this agreement, Contractor shall have the right to stop work. In such event, all amounts due Contractor, including retention if any, shall immediately become payable and Contractor shall have the right to recover all damages (including interest, applicable penalties and legal fees) sustained by Contractor as a result of such breach of contract by Owner.

Section 4. Commencement and Progress: Time is of the essence with this contract. Contractor shall commence the performance of this contract as soon as is practicable following notification by the owner to do so, and shall continue

PROPOSAL & CONSTRUCTION CONTRACT

diligently to complete such work in conformity with this agreement in accordance with the plans and specifications (if applicable) or a mutually agreeable time schedule.

Section 5. Unavoidable Delays/Extension of Time: In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the Contractor and without the fault or negligence of Contractor, including but not limited to change orders, acts of God, inclement weather, acts of any government agency, acts of terror, unsuitable ground conditions or delays caused by vendors or other contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of such causes.

Section 6. Changes: Any changes to the scope of work specified in or any additional work shall be requested in writing by Owner. Contractor shall provide a reasonable and fair price for the changed or additional work. Additional or changed work will be performed upon the completion of an executed Change Order.

Section 7. Insurance: The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance, which shall be maintained until final payment has been made from Owner to Contractor. Contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death or injury to property which may arise from and during the operation of this contract.

Section 8. Indemnity: Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries, and judgments arising from our out of any negligence of contractor, its agents, employees or subcontractors performing the work under this contract. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the negligence or misconduct of Owner or owner's agents.

Section 9. Interpretation: It is acknowledged by Contractor and Owner that this Contract has been prepared by Contractor, however, in the event of any dispute over the meaning, construction, interpretation or application of any provision, the same shall be interpreted fairly and reasonably and neither more strongly for or against either party by virtue of the fact that the Contract has been drawn by Contractor and no presumption shall arise by reason of that fact.

Section 10. Binding Agreement: This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto. This contract may not be assigned by Contractor or Owner without prior written approval of both parties.

Section 11. Claims and Disputes: A claim (demand or assertion) by one party seeking adjustment or interpretation of Contract terms, payment of monies, extension of time or other relief with respect to the terms of the Contract, or any other dispute or matter in question between the Owner and Contractor arising out of or relating to the Contract must be initiated by written notice. Any claim unresolved by the parties shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The prevailing party shall be entitled to arbitration costs and reasonable attorneys' fees.

Section 12. Laws and Regulations: Contractor and Owner shall comply with all Federal, State and local laws, ordinances, rules and regulations, which govern or apply to the completion of the subject work. To the best knowledge and belief of Owner and Contractor, this contract contains no provision that is contrary to Federal, State or local law or ruling or regulation of a Federal, State or local agency. Should, however, any provision of this contract at any time during its term be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this contract is thus held inoperative, the remaining provisions of this Contract shall remain in full force and effect to the extent permitted by law.

Section 13. Governing Law: This contract shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. Jurisdiction for all purposes shall be Washoe County.

PROPOSAL & CONSTRUCTION CONTRACT

Section 14. **Entire Agreement:** This agreement represents the entire agreement between Owner and Contractor and supersedes any prior written or oral representations.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE THE COMPLAINTS AGAINST CONTRACTORS, AND ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR STATE LICENSE BOARD

IN WITNESS WHEREOF, the parties hereto have executed this Contract this 3rd day of March 2022, at Sparks, Nevada.

Douglas County
Owner
PO Box 218
Minden, NV 89423
775-790-5212 cell
McCullough, Scott SMcCullough@douglasnv.us

SIERRA NEVADA CONSTRUCTION, INC.
P.O. Box 50760
2055 East Greg Street
Sparks, Nevada 89431
775-355-0420 ph
775-691-7394 cell
jruston@snc.biz

By: _____

By: _____
Jeff Ruston

Its: _____

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged.

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

6th day of May, 20 22

By Emmy D. Ombroster Deputy