

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name** Jeremy Hutchings

**Department:** Community Development



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SHAWNYNE GARREN, 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

**SIERRA VIEW EQUIPMENT, INC.**

**FILED**

NO. 2023.033

3/8/23  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY AL DEPUTY

This Contract for Professional Services (the "Contract") is entered into by and between Douglas County, Nevada, a political subdivision of the State of Nevada ("County"), and Sierra View Equipment, Inc., a Nevada Corporation (NV20001231244) ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, the County, from time to time, requires the services of independent contractors;

**WHEREAS**, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

**WHEREAS**, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

**NOW, THEREFORE**, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective March 7, 2023, and will extend until the services set forth in Paragraph 2, below, have been completed by Contractor unless the Contract is terminated earlier in accordance with Paragraph 7. Time is of the essence in this Contract and Contractor shall complete the services in Paragraph 2 by no later than April 7, 2023.

2. **SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows:

a. Contractor shall prepare a cost estimate of improvement plans entitled Muller Parkway Extension as prepared by Ryan Spreeman of R.O. Anderson Engineering, Inc. and stamp dated June 21, 2022. The cost shall be inserted in the 83 line items shown on attached Exhibit A. The final deliverable will be an excel spreadsheet with the Contractor's costs for each of the line items completed.

3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services described set out in Section 2 above on a lump basis for Three Thousand Dollars (\$3,000). County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and

dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. INSURANCE REQUIREMENTS.**

- a. **INDUSTRIAL INSURANCE.** Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to

commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Contractor has entered into a contract with Douglas County to perform work from March 7, 2023 to April 7, 2023, and requests that the 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 Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers 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 a qualified 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he 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
- b. **GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.
- c. **AUTOMOBILE INSURANCE.** Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of at least \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.

6. **LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.
7. **TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.
8. **CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.
9. **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 accounting procedures and requirements and all immigration and naturalization laws.
10. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
11. **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.
12. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, 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 of the project, or termination or cancellation of this Contract.
13. **PUBLIC RECORDS LAW.** Contractor expressly 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 or a court of competent jurisdiction, 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.
14. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.
15. **MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.
16. **AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.
17. **INCORPORATED DOCUMENTS.** The Parties agree that this Contract references or incorporates no other documents or exhibits.

**11. SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

**18. NO APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

**19. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

**FOR DOUGLAS COUNTY:**

Community Development  
Attn: Jeremy J. Hutchings, PE  
P.O. Box 218  
Minden, Nevada 89423  
Ph: (775) 782-9063

**FOR CONTRACTOR:**

Sierra View Equipment  
Attn: Ray VanWinkle, Jr.  
P.O. Box 1486  
Minden, NV 89423  
Ph: (775) 783-3580

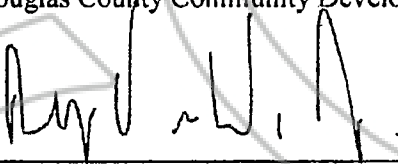
IN WITNESS WHEREOF, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.



Thomas A. Dallaire, PE  
Douglas County Community Development Director

3.8.23

Date



Ray VanWinkle, Jr.  
Sierra View Equipment

2-8-23

Date

# Exhibit - A

No.	General Conditions	Quantity	Unit	Unit Price	Total
1	Mobilization	1	EA		\$ -
2	Survey	1	LS		\$ -
3	Soil inspector and special inspections	1	LS		\$ -
4	Permits/plan check fees	1	LS		\$ -
5	Engineering	1	LS		\$ -
6	Full time project manager for 8 months	8	EA		\$ -
7	Install/Maintain Construction Entrance	1	EA		\$ -
8	Install/Maintain Inlet & Outlet Protect	1	LS		\$ -
9	Construction Water Set-Up & Maintair	1	LS		\$ -
10	Street Sweeping Budget *While Aspen i	1	LS		\$ -
11	Traffic Control **Budgetary Until Rev	1	LS		\$ -
<b>Subtotal</b>					\$ -

No.	Demo	Quantity	Unit	Unit Price	Total
12	Remove Fencing	3,500	LF		\$ -
13	Demo Wood Shed & Outbuildings	1	LS		\$ -
14	Remove/Dispose Trees & Root balls >1	5	EA		\$ -
<b>Subtotal</b>					\$ -

No.	Grading	Quantity	Unit	Unit Price	Total
15	Clear & Grub	13	AC		\$ -
16	Prep for Fill scarify/moisture condition and compact - (Drainage Channel & Tailwater Ditch Not Included)	1	LS		\$ -
17	Import & Place Fill	52,017	CY		\$ -
18	Excavate AC Drive to Subgrade (30" Ov	210,610	SF		\$ -
19	Excavate Multi Modal Path to Subgrad	36,960	SF		\$ -
20	Excavate Site Concrete to Subgrade	37,000	SF		\$ -
21	Fine Grade after Site Concrete & Backf	1	LS		\$ -
<b>Subtotal</b>					\$ -

No.	Utilities/Storm Drain	Quantity	Unit	Unit Price	Total
22	Install 18" HDPE Storm Drain	155	LF		\$ -
23	Install 18" PVC FES	2	EA		\$ -
24	Install 15" HDPE Storm Drain	325	LF		\$ -
25	Install 15" PVC FES	2	EA		\$ -
26	Install 48" SDMH	4	EA		\$ -
27	Install 72" SDMH (Pour in Place Base)	1	EA		\$ -
28	Raise SDMH after AC	5	EA		\$ -
29	Install Outlet Headwall	1	LS		\$ -
30	Install 60" RCP Storm Drain	150	LF		\$ -
31	Install 60" Headwall (Inlet/Outlet)	1	LS		\$ -
32	Export Material from Box Culvert/Tailv	21,350	CY		\$ -
<b>Subtotal</b>					\$ -

No.	Drainage Channel (Parallel to Muller Parkway Extension)				
33	Excavate for Drainage Channel	17,000	CY		\$ -
34	Install Erosion Control Fabric	238,000	SF		\$ -
35	Install Class 300 Riprap 2' Depth w/ Mirifai 140N	11,400	SF		\$ -
Subtotal Drainage Channel (Parallel to Muller Parkway)					\$ -
No.	Box Culvert & Headwalls				
36	Excavate/Prep/Set for Box Culvert	1	LS		\$ -
37	Furnish Jensen Precast 12' W x 7' L X 5' H Box Culvert Sections	159	EA		\$ -
38	Delivery of Culvert Sections (Shipped from Las Vegas)	159	EA		\$ -
39	Crane Rental (Offload and Set)	4	WK		\$ -
40	Install Handrail/Guardrail at Headwalls	480	LF		\$ -
41	Install 6' Tall Headwalls & Wingwalls	1	LS		\$ -
42	Dewatering	1	LS		\$ -
Subtotal Box Culverts & Headwalls					\$ -
No.	Tailwater Ditch & Dissipation Apron				
43	Excavate for Tailwater Ditch/Dissipation Apron	4,350	CY		\$ -
44	Install Class 300 Riprap 2' Depth w/ Mirifai 140N	18,750	SF		\$ -
45	Install Erosion Control Fabric	22,000	SF		\$ -
46	Excavate for Keystone Retaining Wall	480	LF		\$ -
47	Install 4' Keystone Retaining Wall	2,640	SF		\$ -
48	Backfill Keystone Retaining Wall	2,640	SF		\$ -
Subtotal Tailwater Ditch & Dissipation Apron					\$ -
<b>Subtotal</b>					\$ -

No.	Utilities/Water	Quantity	Unit	Unit Price	Total
49	Pothole and Connect to Existing	1	EA		\$ -
50	Install 12" C900 Water Main	600	LF		\$ -
51	Install 12" Gate Valves	3	EA		\$ -
52	Install 10" C900 Water Main	2,780	LF		\$ -
53	Install 10" Gate Valves	5	EA		\$ -
54	Install 8" C900 Water Main	340	LF		\$ -
55	Install 8" Gate Valves	2	EA		\$ -
56	Install 6" FH Service Line w/ Gate Valve and Hydrant	6	EA		\$ -
57	Install ARV	2	EA		\$ -
58	Install FVA	4	EA		\$ -
59	Install Future 1.5" Stub	1	EA		\$ -
60	Install 1.5" IRR Service w/ Meter & Backflow	1	EA		\$ -
61	Raise Valves after AC	16	EA		\$ -
<b>Subtotal</b>					\$ -



No.	Site Prep	Quantity	Unit	Unit Price	Total
62	Prep Muller Pkwy Extension w/ 10" AB	188,920	SF		\$ -
63	Prep Temp Gravel Turnaround w/ 6" AB	8,670	SF		\$ -
64	Prep Multi-Use Path w/ 6" AB	36,960	SF		\$ -
65	Prep Curb & Gutter w/ 6" AB	7,080	LF		\$ -
66	Prep Sidewalk w/ 6" AB	17,755	SF		\$ -
67	Prep ADA Ramps w/ 6" AB	6	EA		\$ -
<b>Subtotal</b>					\$ -

No.	Site Concrete	Quantity	Unit	Unit Price	Total
68	Curb Machine Transport	1	EA		\$ -
69	Install Type 1 PCC Curb & Gutter	7,080	LF		\$ -
70	Install 4" Thick Sidewalk	17,755	SF		\$ -
71	Install 6" Thick ADA Ramps	6	EA		\$ -
72	Install ADA Cast Iron Tiles	6	EA		\$ -
73	Install Median/Rolled Curb	1,960	LF		\$ -
74	Install PCC Median	1,000	SF		\$ -
75	Install Barrier Rails (K-Rails) @ End of P	280	LF		\$ -
<b>Subtotal</b>					\$ -

No.	Asphalt	Quantity	Unit	Unit Price	Total
76	Install 7" Type II PG64-28NV (50b, 4%V	162,170	SF		\$ -
77	Install 7" Type II PG64-28NV *BIKE LAN	28,750	SF		\$ -
78	Install 3" Type II PG64-28NV (50b, 4%V	26,400	SF		\$ -
79	Striping & Signage	1	LS		\$ -
80	Street Centerline Monuments	5	EA		\$ -
<b>Subtotal</b>					\$ -

No.	Landscape Improvements	Quantity	Unit	Unit Price	Total
81	Allowance	1	LS		\$ -
<b>Subtotal</b>					\$ -

No.	Sound Wall	Quantity	Unit	Unit Price	Total
82	Precast Concrete Sound wall	1	LS		\$ -
<b>Subtotal</b>					\$ -

No.	Options	Quantity	Unit	Unit Price	Total
83	Removable Bollards	6	EA		\$ -
<b>Subtotal</b>					\$ -

**Grand Total \$ -**

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

By 9 day of March, 2023  
Amber Lane Deputy