

Recorder's Office Cover Sheet

Recording Requested By:

Name: GEOFF BONAR

Department: COMMUNITY SERVICES



SHAWNYNE GARREN, 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")

AND

MORGAN CONSTRUCTION INC.  
PO BOX 532  
SPARKS NV 89432  
("CONTRACTOR")

FILED  
NO. 2023.065  
DATE 5/2/23  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY [Signature] DEPUTY

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:

MORGAN CONSTRUCTION INC HAS entered into a contract with Douglas County to provide pavement asphalt maintenance at TRE 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 TRE Community Center located on Carter Drive, Wellington, Nevada

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed **\$14,600.00**. 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.

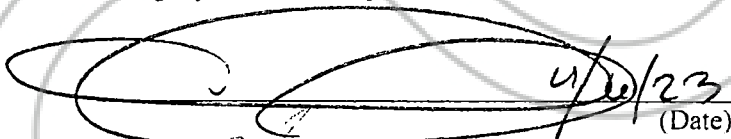
**11. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such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

  
Morgan Construction Inc  
4/20/23  
(Date)

  
By and On Behalf of  
Douglas County, Nevada  
4/28/23  
(Date)

# MORGAN

Construction, Inc.

For all your concrete and demolition needs since 1998

P.O. Box 532  
Sparks, NV 89432  
Office: 775-355-0251  
Fax: 775-857-1424

NV License 48012B  
Bid Limit \$5,000,000

**Date of Proposal:** April 3, 2023  
**Customer:** Douglas County  
**Customer Address:** PO Box 218  
**City / State / Zip:** Minden, NV 89423  
**Project Name / Address:** Topaz Ranch Valley Gutter / 3911 Carter Drive, Wellington, NV 89444  
**Attn:** Scott McCullough  
**Email:** smccullough@douglasnv.us  
**Phone:** 775-790-5212

**Scope of Work:** The following is a bid proposal for 155 LF 3' Valley Gutter

**Price Includes:** All Labor, Material and Equipment to Complete 155 LF 3' Valley Gutter

- Excavate and Compact Subgrade
- Furnish and Install Base
- Set, Place and Finish
- 4000 Psi Concrete with Fiber
- Furnish and Install Standard Curing Compound

**Price Excludes:**

- Over Ex due to clay
- Damage to unforeseen buried utilities
- Spread spoils on site

**Proposed Total: \$14,600**

**Clarifications:**

- All pricing is based on quantities listed in this proposal. If the actual quantities are different than that listed, pricing is subject to change.
- This proposal is based on all work being awarded to MCI. We reserve the right to modify our pricing if "select" items are awarded to MCI.
- This proposal is based on the above scope of work being performed in the phasing outlined above. If the project is completed on more than the quoted phasing, an additional \$200.00 per each mobilization will be charged.
- This proposal is based on day work, Monday through Friday, 7am to 3:30pm.

**Exclusions: All Work unless specifically listed above!**

- After hours and/or overtime
- Permits/bonds/testing of any kind, and all associated fees.
- Engineering, testing, surveying, and as-built drawings.
- Not responsible for random cracking, heaving, or spalling from ice melt.
- The proposal excludes all layout, unless otherwise outline above.
- Traffic Control.
- Waterproofing; joint caulking; sealing; and hardeners.
- Concrete washout.
- Frost protection, if necessary available for \$.35 per square foot, \$1.00 per lineal foot for curbs or \$18.00 per yard for footings and foundations.
- If the concrete must be covered staining and discoloration will occur.
- Field measure prevails.

**Note:** Morgan Construction Inc. is not liable for damages, or losses arising out of cutting or damaging of any concealed or unknown site condition, including without limitation, damage to any item encased in concrete or asphalt.

**Note:** Stand by or layout time will be billed out at \$75.00 per hour, per man on site.

**Note:** *This agreement represents the entire agreement between General Contractor and Subcontractor and supersedes any prior written or oral representations.*

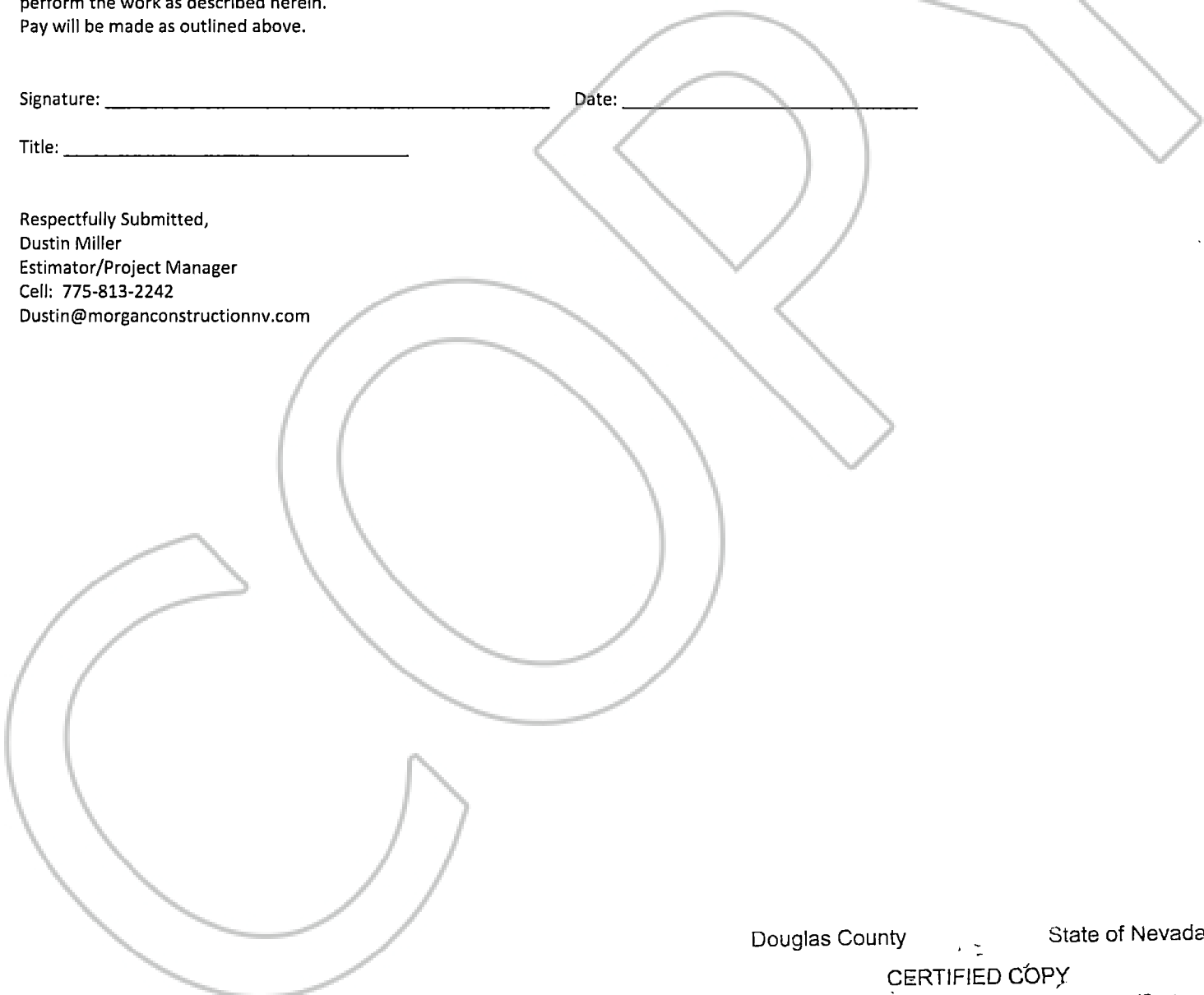
Thank you for the opportunity to bid this project. The price listed above is based on the quantities listed in this proposal. We may withdraw this proposal if not accepted within 30 days of date above. Payment is to be net 30 days, with no retention.

**ACCEPTANCE OF PROPOSAL:** The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as described herein. Pay will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Respectfully Submitted,  
Dustin Miller  
Estimator/Project Manager  
Cell: 775-813-2242  
Dustin@morganconstructionnv.com



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

2nd day of May, 2023

By Jacqueline H. [Signature] Deputy