

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Dept



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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")

FILED  
NO. 2023.192  
8/7/2023  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY MP DEPUTY

AND

COLBRE GRADING AND PAVING OF NV, INC.  
1528 US HWY 395 N STE 245  
GARDNERVILLE NV, 89410  
("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 Contractor 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.

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.

### 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:

COLBRE GRADING AND PAVING OF NV, INC. HAS entered into a contract with Douglas County to perform parking lot maintenance to Topaz Ranch Estates Community Park located at 3939 Carter Drive Wellington, NV 89444. 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 June 26, 2023 Proposal and Estimate attached hereto as **Exhibit 1** to perform parking lot maintenance to Topaz Ranch Estates Community Park located at 3939 Carter Drive Wellington, NV 89444.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed **\$49,132.00**. 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. 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.

**15. 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.

Julie Siatek 8/3/23  
Colbre Grading and Paving of NV, Inc. (Date)

Jennifer Davidson  
Jennifer Davidson, County Manager (Date)  
By and On Behalf of  
Douglas County, Nevada

Exhibit 1

(June 26, 2023 Proposal and Estimate from Colbre Grading and Paving of NV, Inc.)



1528 US Hwy 395 N Ste 245  
 Gardnerville, NV 89410  
 775-265-7434  
 colbrepaving@hotmail.com



**ESTIMATE**

ADDRESS  
 Douglas County Public Works  
 Douglas County Public Wo

ESTIMATE 3278  
 DATE 06/26/2023

DESCRIPTION

JOB ADDRESS: TRE Community Center, 3999 Carter Drive, Wellington  
 ESTIMATOR: Clint Martin

DESCRIPTION	QTY	RATE	AMOUNT
1. Mobilization of equipment in and out. 1 EA	1	2,000.00	2,000.00
2. Prep existing base material ready to pave. 10,400 SF	10,400	0.78	8,112.00
3. Furnish, deliver, and install 3" compacted 1/2" type 3 PG64-22 hot mix asphalt. 10,400 SF	10,400	3.55	36,920.00
4. Striping			
-Stall Lines 30 Total	30	14.00	420.00
-Hashout 1 Total	1	70.00	70.00
-Handicap 1 Total	1	70.00	70.00
5. Parking Bumpers (New Pavement Stalls) 14 Total	14	110.00	1,540.00

NOTES & EXCLUSIONS

- Access must be provided.
- Engineering, testing, inspections, permits, bonds, and cost of same not included.
- Bid based on 1 move in.
- A minimum one percent fall is required for proper drainage of asphalt.
- Bid based on current oil/asphalt/fuel prices and is subject to change if not signed within 30 days and job complete within 60 days.
- No seal coat included.
- Unknown underground obstacles to become a field negotiated item.



- Cost of water meter, water permit, water, etc. not included.
- Pot holing for utilities not included and will be charged at Time & Material rates if needed.
- Adjustment, relocation, and patching of utilities not included.
- Bid based on unapproved plan and subject to revision when approved plan is available.
- Over excavation and/or stabilization due to the discovery of unsuitable subgrade materials is not included.
- Traffic control figured for the duration of Colbre's contracted work only.
- Notifications to tenants and other affected parties is the responsibility of the owner.
- This proposal is based on full crew production of 8 hours/day. If weather or temperature constraints limit our ability to work a minimum of 8 hour days, charges will be based on time, material, and actual days.
- All quantities specified in this proposal will be verified in the field and any increase in the scope of work performed will result in a proportional increase in the price for this contract.
- If the quantity of proposed job becomes less than 85% of the original bid, bid is subject to be re-evaluated at a different unit cost.
- Any further additional work will be a field change order and not based upon current bid unit prices.
- Any and all work not specifically specified in proposal is excluded.
- All sprinklers and irrigation to be turned off 48 hours prior to job.
- Workmanship and materials guaranteed under industry standard's one year warranty.
- All work above is proposed to be done in good weather conditions. If conditions fall below Orange Book standards, a "Cold Weather Wavier" will have to be issued and signed by the owner of project.

**PAYMENT TERMS**

- Terms: 100% due upon completion.
- We accept VISA, MasterCard, American Express and Discover at a 1.75% convenience fee.

TOTAL

**\$49,132.00**

Accepted By

Accepted 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

7<sup>th</sup> day of August, 2023

By [Signature] Deputy