



ADVERTISEMENT FOR BIDS: EMERGENCY ON-CALL SEWER-UTILITY CONTRACTOR

1 Overview

Douglas County, Nevada (the “County”) is requesting bids from qualified contractors to provide Emergency On-Call services for unanticipated repairs to sewer utility infrastructure in accordance with the terms, conditions and specifications set forth in the Bid Documents.

2 Advertisement for Bids

Bid Title	Emergency On-Call Sewer-Utility Contractor
Objective	The services consist of emergency repairs to support the Sewer Utility.
Bid End Date	August 24, 2022 at 10:00 a.m.
Bid Submission	Sealed bids for the Emergency On-Call Sewer-Utility Contractor, will be received by Douglas County at 1120 Airport Road, #F-2, Minden, Nevada 89423 until August 24, 2022 at 10:00 a.m., at which time the Bids received will be opened publicly. Bids received after August 24, 2022 at 10:00 a.m. will not be opened or considered.
Pre-Bid Conference	August 15, 2022 at 10:00 a.m. Douglas County Public Works 1120 Airport Road, #F-2, Minden, Nevada 89423 Attendance at the pre-bid conference is encouraged, but not mandatory
Bid Contact	Rick Robillard, P.E. Deputy Director, Public Works Department 1120 Airport Road #F2 PO Box 218 Minden, Nevada 89423 rrobillard@douglasnv.gov 775-782-6274

Bid Documents: Bid Documents can be obtained from the Douglas County Website.
https://www.douglascountynv.gov/rfp_bids

2.1 Short Description of Contract Needs

Douglas County has needs for Contractors to provide on-call Emergency support for the Sewer Utility. Douglas County Utilities owns and operates the North Valley Wastewater System within Carson Valley. The Contractor will support the Sewer Utility to perform unanticipated repairs such as sanitary sewer overflows, Sewer Lift Station emergencies, collection system emergencies, and other emergency services. The service period will begin on execution of the contract and run for an initial term of thirty-six months. The annual not-to-exceed amount for the contract is \$99,000 per fiscal year (July 1 to June 30). The Agreement that will be used for contracting resulting from this “Request For Statements Of Qualifications” is attached as Exhibit A. All work shall conform with Douglas County Standards and all applicable State and Federal regulations.

2.2 Site Visit

There will not be a formal site visit for this project. It is the responsibility of the Contractor to be familiar with the Douglas County Utility Sewer System(s). By submitting a proposal, the Bidders agree that they have familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

Bidders are free to visit any publically accessible site where services are to be performed and may submit questions or seek admittance to non-publically admissible areas by contacting Rick Robillard, using the contact information above.

2.3 Bid Documents

Bid documents may be examined and obtained electronically via the Douglas County website:

https://www.douglascountynv.gov/rfp_bids

The Bid Documents include: This Advertisement for Bids, including Exhibits A and B, and all subsequently posted Addenda

2.4 Point of Contact

For information concerning clarification or procedures to submit proposals, contractors may contact Rick Robillard at 775-782-6274.

Questions received less than three (3) business days prior to the Bid End Date may not be answered.

3 SPECIAL TERMS AND CONDITIONS

3.1 Addenda, Changes, and Interpretations

Any individual or entity submitting a bid in response to this Advertisement is responsible to ensure that it has clarified any ambiguity, conflict, discrepancy, omission or other discovered error in this solicitation. Requests for such clarification must be received at least three (3) business days prior to Bid Opening. Questions received after this date may not be addressed. By submitting a bid, the Bidder agrees and warrants that its questions have been answered or that it is otherwise satisfied that the documents are clear and unambiguous.

Answers to questions that do not materially affect the scope of services or solicitation process may be provided at the Pre-bid conference or via email. Responses to questions and requests for information that may have a material impact on the scope of services or the solicitation process will only be provided in the form of a written Addendum, which will be posted on the website with the other bid documents. Other than as specifically set forth herein, no oral explanation given by a County employee or representative shall be binding upon the County and such explanations should be disregarded. Each Bidder is responsible for reviewing the website on a regular and ongoing basis to ensure that it is apprised of any and all addenda. All addenda are part of the solicitation documents and each bidder will be bound by the addenda.

3.2 Changes and Withdrawals

Bidders may change or withdraw their bids at any time prior to the Bid Opening, provided, however, that Bidders must make such changes or withdrawals by submitting written notifications in the same manner as required for Bid submission. No oral modifications will be allowed.

3.3 Bid Costs

The County does not intend, and is under no obligation, to pay any costs incurred by any Bidder to prepare and submit a Bid. The County shall not be liable for any costs incurred in responding to this Advertisement for Bids.

3.4 Pricing and Delivery

All Bidders shall complete the equipment and bid schedule forms included in Exhibit B and submit the same with their bid. The pricing schedule must include hourly rates for all available equipment and personnel. To the extent that the County engages Bidder in a Contract for Services, Bidder will provide the services on a time and materials basis as set forth in Bidder's Exhibit B.

Failure to provide a cost breakdown as requested may result in the bid being deemed unresponsive. Any travel costs or other associated costs must be listed in the proposal. The County will not accept additional costs.

3.5 Payment for Services

If the County enters a contract with a bidder, unless Bidder has received a written exemption from the County, Bidder shall submit requests for payment for services performed under the Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month in which services were performed and must include a detailed summary of the expenditures reported in a form that supports the approved budget. For requests that are not in dispute, the County will make prompt payments within 30 days of receiving the request. For requests that are in dispute, the County will provide written notice of the disputed amounts and will pay any undisputed amounts. Disputed amounts will be resolved in accordance with the Dispute Resolution section.

3.6 Mistakes

Each bidder is responsible for reviewing all contract and solicitation documents carefully. The submission of a bid shall be construed as the Bidder's acknowledgement that it has full knowledge of the scope, nature and quality of the work to be performed; that the Bidder has a full understanding of the detailed requirements of the specifications, and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

In the event of a discrepancy between pricing set forth in the Bid Schedule, the individual, line-item costs will prevail over any written sums, products, or quotients.

3.7 Modification of Services

[Intentionally Deleted]

3.8 No Exclusive Contract

The Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from other vendors at the County's sole option.

3.9 Sample Contract

A sample of the County's standard contract can be found as Exhibit A of this document. The Bidder's execution of a contract similar to the one labeled as Exhibit A shall be required prior to beginning of any work.

3.10 Responsiveness

In order to be considered responsive to this solicitation, a Bidder's proposal shall fully conform in all material respects to the solicitations and all of its requirements, including form and substance. The County maintains the right to waive minor discrepancies if the County determines that such waiver is in its best interest.

3.11 Minimum Qualifications & SOQ Requirements

To demonstrate Bidder's qualifications to perform the solicited work, the bidder shall submit, at a minimum, the following:

3.11.1 Business License & Contractor's License

Evidence of Bidder's authority to do business in the State of Nevada. Evidence of Bidder's Nevada Contractor's License pertinent to the type of work to be performed under the contract.

3.11.2 Completed and fully executed equipment and billing schedule and accompanying acknowledgements, provided in Exhibit B.

3.11.3 Representations

Each Bidder must, before submitting a bid:

- Examine and carefully review the Bidding Documents and Contract Documents along with any data referenced or identified in those documents
- Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certify in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information is necessary for the determination that performance of the obligations under the contract at the price within the bid
- Certify in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution by the County thereof is acceptable to Bidder

- Certify in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Advertisement for Bids, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing all work required within the timelines required by the Bidding Documents.

3.11.4 Requests for Information

Nothing contained in this section will limit or prejudice the right of the County to seek additional pertinent information regarding Bidder's qualifications.

3.12 Subcontractors and Assignments

If awarded a contract for services, no Bidder or Contractor is permitted to subcontract or assign any obligation or right without the County's prior written consent to such an assignment.

3.13 Insurance Requirements

3.13.1 Insurance Requirements

If awarded a Contract, Contractor shall maintain Insurance as follows:

3.13.1.1 Commercial General Liability: Insurance written on a per occurrence basis with limits not less than \$1,000,000, for bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, property in the Contractor's care, custody, or control, ongoing and products and completed operations.

3.13.1.2 Commercial Automobile Liability: Insurance written on a per accident/occurrence basis with a single limit of liability for \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.

3.13.1.3 Workers' Compensation: Insurance policy as required by the Labor Code or legally self-insured pursuant to Labor Code section 3700 et seq. along with employer's liability limits of \$1,000,000.

The insurance policies must name Douglas County, the Douglas County Board of Commissioners, and the County's officers, agents, and employees as additional insureds. Certificates of Insurance must be delivered to the Douglas County Public Works Director. Douglas County must be notified in writing at least 30 days in advance of the cancellation of any required insurance policy. Douglas County reserves the right, in its sole discretion, to require insurance limits in an amount greater than that specified above. The issuing insurance company is subject to approval by the County.

3.14 Safety

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, fire suppression systems, vehicles, etc. on or around the job sites. Damage by Contractor or its agents to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the County.

3.15 Force Majeure

In the event Contractor is delayed in performance of services by any act or neglect of the County or by unforeseeable Acts of God, lockouts, or other events beyond the control of Contractor (collectively or individually "Force Majeure"), then Contractor's nonperformance during the Force Majeure shall be excused, provided that: the excused nonperformance is of no greater scope and of no longer duration than is required by the Force Majeure; no obligation of either party that arose before the Force majeure shall be excused as a result of the Force Majeure; Contractor shall not be entitled to any compensation for work that was excused and not performed.

3.16 Contract Period and Service Test Period

The initial contract term shall commence on the date on which the Contract is executed by both parties, and shall expire three (3) years thereafter.

3.17 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) years except for the allowance of a 3% cost increase per fiscal year (July 1 to June 30) for the listed hourly rates in Exhibit B. Bidders should consider this when providing pricing upon their bids.

4 Bidder Selection Process

4.1 Submittal requirements

Each Bidder is responsible for ensuring that it has provided documentation and information sufficient to establish that it is qualified to perform the Work set forth herein. It is the Bidder's responsibility to ensure that it has followed all of the instructions and made all of the necessary representations in accordance with the Bidding Documents. Each Bidder is also responsible for ensuring that its bid arrives within the time prescribed and at the place indicated in the advertisement or invitation. Any bids received after the date and time prescribed for opening, or not submitted to the correct location or in the manner designated herein, will not be accepted.

4.2 Review of Submittals

A panel of the County Sewer Utility (Selection Committee) will review the Statements of Qualifications. The County may seek additional pertinent information regarding Bidder's qualifications. The County reserves the right to waive any minor informalities required by the Bidding Documents or other documents. The Committee may call for oral interviews. The County reserves the right to retain all SOQ's submitted. Upon Bid Opening, the submittals will become a public record.

4.3 Notice of Intent to Recommend Award

After Bid Opening, Douglas County Public Works will review all timely submitted bids.

It is anticipated that the County will select a total of two (2) Contractors to be placed on the On-Call Emergency List and that each will be invited to enter into a contract.

Douglas County Public Works will post a Notice of Intent to Recommend Award on the County website. All Bidders are responsible for regularly reviewing the aforementioned website for such postings. A Bidder's failure to timely review the website or inform itself of postings thereon shall not constitute grounds to extend the protest period set forth below.

4.4 Protest Process

Any person who submits a bid in response to this solicitation may, after the bids are opened and within 10 calendar days of the date on which Douglas County Public Works issues a notice of intent to recommend award, file with Douglas County Public Works a notice of protest. The protest process shall mirror the process set forth in NRS 332.068.

Any person who files a notice of protest shall be required at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State, in an amount equal to the lesser of:

- (1) twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or

- (2) Two hundred, and Fifty Thousand Dollars.

The bid protest will be processed in accordance with NRS 332.068.

4.5 Contract Award

A Contract (or multiple contracts) may be awarded by the Douglas County Board of Commissioners at a public hearing. The County reserves the right to dismiss all Bids received.

5 Technical Specifications

5.1 Objective

If a Bidder is awarded a Contract with the County, the Bidder will become the “Contractor” and will be responsible to meet or exceed the Technical Specification, set forth herein.

The purpose of this request is to establish a list of Contractors to perform work for a period of three (3) years. The selected Contractors will enter into a contract with Douglas County and be placed on an “On-Call Emergency List” for sewer utility repairs. It is anticipated that Douglas County will select a total of two (2) Contractors to be placed on the On-Call Emergency List. As needs arise, the County will select Contractors from the On-Call Emergency List to perform emergency services. Contractors will be compensated on a time and materials basis, as more particularly set forth in the contract, for work completed in response to a County request. Contractors will be required to provide the County with an On-Call telephone number with 24 hour response times. Contractors will be required to make an affirmative two-way response within 30 minutes of contact by the County and shall respond to the emergency within four hours.

Contractor shall furnish all necessary labor, tools, appliances, equipment, and other accessories, services, maintenance, and facilities to perform the services specified in this Contract except those items that are specifically identified in the contract that will be provided by the County.

5.2 Response Time

Contractors will be required to provide the County with an On-Call telephone number with 24 hour response times. Contractors will be required to make an affirmative two-way response within 30 minutes of contact by the County and shall respond to the emergency within four hours.

5.3 Service Locations

Service Locations exist throughout the Carson Valley. Response times should account for this geographical range.

5.4 Qualification Categories

Douglas County will use the submitted SOQ's to generate a short list of qualified Contractor based on the completeness of each of the following categories:

5.4.1 Contractor Experience with Municipal Sewer

Contractors shall list all work experience within the last three (3) years with Municipal Sewer including emergency repairs performed, projects performed and clients worked for. Contractor shall provide references and direct contact phone numbers for the Municipal Sewer for whom the Contractor performed work for.

5.4.2 Contractor Work Force

Contractor shall list all work force currently on-staff and payroll including job title and a description of each personnel function and roles.

5.4.3 Contractor Equipment List

Contractor shall submit a complete list of all equipment currently on-hand that could be utilized during an emergency repair. Contractor shall submit on the list a description of the year, make and model of the equipment. Equipment valued at \$1,000 or less does not require listing. Examples of such equipment to list is vactor trucks, sewage pump trucks, backhoes, dump trucks, etc.

5.4.4 Response time commitment

Contractor shall submit a brief explanation of how it currently answers and responds to after-hours calls for service. If Contractor intends to offer different response strategies to the County, then it shall also provide an explanation of those services. Additionally, Contractor shall submit a declaration committing to the four (4) hour response time regardless of time of day or day of the year called. Douglas County recognizes that there are conditions that are out of the control of the Contractor (road closures, fires, etc.) and will evaluate each response on a case-by-case basis should this occur.

5.5 Nonexclusive

By submitting a bid, Bidders understand, acknowledge, and agree that, if selected, the Bidder will not have the exclusive right to perform the scope of work described herein during the term of this Contract, including any extensions or renewals. The County may at any time secure similar or

identical services from another vendor, at the County's sole option, or the County may elect to perform similar or identical services itself.

5.6 Miscellaneous

5.6.1 Security & Safety

The Contractor shall be responsible for maintaining security and job site safety on the premises while performing the Contractor's services. Other than employees of the Contractor or authorized personnel who have independent access to the facilities, Contractor shall not facilitate the entry of any person upon the premises.

Any damage to, or loss of, real or personal caused by the Contractor or its subcontractors, employees, or agents must be promptly repaired or replaced to the satisfaction of the Manager.

5.6.2 Indemnification

The Contractor shall release and discharge Douglas County, the Douglas County Board of Commissioners, its officers, agents, and employees from liability for, and assume the risk of loss or damage to Contractor's property. Further, the Contractor shall save Douglas County, its agents and employees, and the Douglas County Board of Commissioners harmless from, and defend against, all losses, liabilities, expenses and other detriments of any nature and description, to which Douglas County, its agents and employees, and the Douglas County Board of Commissioners may be subjected to by reason of any intentional, reckless, or negligent act or omission of the Contractor, or by any of the Contractor's subcontractors, employees, agents, invitees or licensees, where such loss, liability, expense or other detriment arises out of or in connection with the contract including, but not limited to, liens, personal injury, death or loss of, or damage to, the property of Douglas County or others.

Exhibit A

[*Blank Contract* – 7 attached pages]

Exhibit B

[*Bid Schedule* - 4 attached pages]

For additional equipment used but not listed above, the hourly rate shall be the rental rate plus 10% as substantiated by documentation.

This Bid is submitted to Douglas County, Nevada, C/O Douglas county Public Works for Emergency On-Call Sewer Utility services.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Douglas County in the form included in the Bid Documents to perform all janitorial services as specified or indicated in the Bid Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder further acknowledges and agrees that the term of the contract will begin upon acceptance of the bid, and that services will commence upon execution of the contract.

By submitting this Bid, Bidder acknowledges, represents, warrants and agrees that it:

- Examined and carefully reviewed the Bid Documents along with any data referenced or identified in those documents, the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- Has become familiar with and satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certifies in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information are necessary for the determination that performance of the obligations under the contract at the price within the bid
- Certifies in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
- Certifies in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Advertisement for Bids, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing all work required within the timelines required by the Bid Documents
- Acknowledges and accepts all of the terms and conditions of the Bid Documents, including the Advertisement for Bids and all Exhibits and Addenda. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- Has made a genuine Bid and not made in the interest or on behalf any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not engaged in any deceptive, fraudulent, corrupt or collusive practice in the preparation or submission of this bid.
- That the prices and terms referenced in the proposal will remain valid and open to acceptance for a period of no less than 90 days after bid opening.

This Bid is submitted by:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Nevada is ____ / ____ / ____ .
A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN
DOUGLAS COUNTY, NEVADA
AND
CONTRACTOR

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 **CONTRACTOR NAME AND REGISTRATION NUMBER** (“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 **DATE**. The initial service period will be 36 months, ending on **END DATE**. The Contract may be terminated earlier in accordance with Paragraph 9.

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

- a. The Services and Specifications to be performed under this Contract are specifically identified in Exhibit A, “Advertisement for Bids,” and are further specified in Exhibit B, “Proposal,” both of which are attached and incorporated by reference herein.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis as more particularly set forth in Exhibits A and B. The total annual amount (for the 12-month period from July 1 through June 30) shall not exceed \$99,000. The Contractor agrees that there is no guaranteed minimum payment or “retainer” for any time period under this Contract and that payments will be limited to work actually performed

in response to a County request for service. Contractor agrees to submit invoices within ten days of the end of the prior month for any services rendered. 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:

- (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 employees' 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.

5. 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 **through END DATE**, 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
Public Works Department
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:

- A. 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
- B. Is otherwise in compliance with those terms, conditions and provisions

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. 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 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. The minimum insurance requirements are set forth in Exhibit A, hereto.

8. 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. After the Effective date, the contract may be terminated with or without cause upon 60 days written notice by the terminating party to the other.

9. 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. 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.

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.

10. 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. This term shall not be construed as a limitation on any other remedies that might be available to the County. 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.

11. 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.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this 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 this contract shall be subject to inspection, examination and audit by the County.

14. 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.

15. 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.

16. 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.

17. 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.

18. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract. Justice of the Peace Cassandra Jones is expressly designated as the representative to oversee and implement the provisions of this Contract on behalf of the County.

19. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.

20. 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.

21. 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.

22. 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:

To County: Douglas County
Attn: Public Works Director
1120 Airport Road, F2
PO Box 218
Minden, Nevada 89423
(775) 782-6227

To Contractor: **CONTRACTOR INFO**

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

Patrick Cates Date
Douglas County Manager
As Authorized during a Public Meeting on _____

[Contractor] Date