

BARRON WAY ENTRY AWNING RECOVER PROJECT AGREEMENT

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into on the date last executed by an authorized representative of both parties hereto, by and between the Truckee Meadows Fire Protection District, a fire district organized pursuant to NRS 474.460 and a political subdivision of the State of Nevada (hereinafter called "OWNER") and Eikelberger Awning & Drapery Co., Nevada State License No.25300 (hereinafter called the "CONTRACTOR").

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the Work described in the proposal attached hereto as "Exhibit A", which is also incorporated herein by reference as one of the Contract Documents identified in Article 5.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed no later than June 30, 2026. Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due to Contractor, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Acceptance and Payment

As soon as it is practical following the completion of the Work described in Exhibit A, the Contractor shall notify Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of Exhibit A and the Agreement have been satisfied, Owner shall request Contractor to provide an invoice for payment.

Article 4. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with Exhibit A and to the satisfaction of the Owner, the amount of **\$21,750.00**. This sum is to be paid in the manner and under the conditions specified in Exhibit A.

Article 5. The Contract Documents

The following is an enumeration of the Contract Documents, which are fully incorporated by reference as part of the Contract:

1. This Agreement
2. Exhibit A- Contractor Proposal Dated November 10, 2025
3. Exhibit B – Construction Indemnification and Insurance Specifications

Article 6. Nondiscrimination

In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 7. Indemnification/Hold Harmless

Truckee Meadows Fire Protection District has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Exhibit B contains the District's indemnification and insurance requirements and is included herein by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 8. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

Article 9. Governing Law-Venue

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Exhibit A. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Exhibit A shall be in state district court in Washoe County, Nevada.

Article 10. Independent Contractor

At all times herein, Contractor shall be considered an independent contractor and is not an agent or employee of Owner. Nothing contained in this Agreement shall be construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one party with respect to the indebtedness or financial obligations of the other party.

Article 11. Non-Assignment

This Agreement may not be assigned by either party without the express written consent of the other party.

Article 12. Modifications

Any modifications to this Agreement will be effective only if made in writing and signed by both parties.

Article 13. Third Party Beneficiaries

Nothing in this Agreement confers any right or benefit to any person or entity not a party to this Agreement.

Article 14 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

IN WITNESS WHEREOF, the parties represent that the below signatory is authorized to execute this Agreement on behalf of the respective party indicated below.

Dated: 03/10/2024

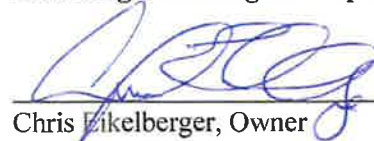
Truckee Meadows Fire Protection District



Richard Edwards
Fire Chief

Dated: 3/10/2024

Eikelberger Awning & Drapery Co.



Chris Eikelberger, Owner

3663 Barron Way Awning Recovers(10)
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EIKELBERGER AWNING & DRAPERY CO.

1903 HYMER AVE. • SPARKS, NEVADA 89431

RENO • SPARKS • LAKE TAHOE

(P) 775-358-1903 • (TF) 877-358-1903 • (F) 775-358-1914

•WINDOW COVERINGS
DRAPERIES & RODS
HORIZONTAL BLINDS
VERTICAL BLINDS
ROMAN SHADES
SHUTTERS
MOTORIZATION

•AWNINGS
RETRACTABLE
MOTORIZED
METAL
CUSTOM SHAPES
BACKLIT AWNINGS

•CUSTOM CANVAS PRODUCTS
PATIO FURNITURE RECOVERS
UMBRELLAS
POOL COVERS
TARPS
UPHOLSTERY
REPAIRS

Sent via email: rstults@tmfpd.us

November 10, 2025

TMFD
3663 Barron Way
Reno, NV 89511

RE: Awning Recovers (10)

Dear Rob,

Per our conversations, our price to fabricate and install 10 - awning recovers would be **\$21,750.00**. This price is based on and includes the following:

- Accurate field survey
- All 10 – Dome Style awnings
- Removal of existing awnings
 - Frames to be re-used, as they exist
 - Frames to be re-painted
- Acrylic canvas cover/ Color: Linen, to match existing or change to darker color
- Complete re-installation
- Sales Tax

Delivery and installation could be within 8 - 10 weeks from placement of order. **Our terms are fully executed purchase order, allowing for progress billing and balance due upon completion.** Please sign below for your approval and fax back so we may schedule accordingly. Thank you and should you have any questions please don't hesitate to give us a call.

Thank you,

Chris Eikelberger

Chris Eikelberger

Approval: 

Date: 12/17/25

Completion time frame(s) are subject to delays due to material acquisition, production overload, travel variables, and other variables uncontrollable by Eikelberger Awning & Drapery.

EXHIBIT B

CONSTRUCTION INDEMNIFICATION AND INSURANCE SPECIFICATIONS *"Barron Way Awning Replacement (10)"*

INTRODUCTION

DISTRICT has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased, and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend DISTRICT, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend DISTRICT or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay DISTRICT'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If DISTRICT'S personnel are involved in defending such actions, CONTRACTOR shall reimburse DISTRICT for the time spent by such personnel at the actual cost incurred by DISTRICT for such services.

In determining the nature of the claim against DISTRICT, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against DISTRICT.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by DISTRICT. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the DISTRICT to make any payment under this Agreement to provide DISTRICT with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between DISTRICT and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify DISTRICT in writing prior to the signing of this Agreement. DISTRICT reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager: \$ N/A.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. DISTRICT reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the DISTRICT Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. DISTRICT, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of

protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects DISTRICT, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officers, agents, employees, or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. DISTRICT, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. DISTRICT reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be addressed to the DISTRICT and be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of DISTRICT, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.

2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.

3. In addition to any other remedies DISTRICT may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, DISTRICT may, at its sole option:

- a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof; or
- b. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Nevada Insurance Agency
3724 Lakeside Drive Suite #100
Reno NV 89509

CONTACT
NAME: Madolyn Wyse
PHONE (A/C No. Ext.): 775-451-1624 FAX (A/C No.): 775-451-0179
E-MAIL ADDRESS: madolyn@niacnv.com

INSURED
Eikelberger Awning & Drapery Co.
1903 Hymer St.
Sparks NV 89431

EIKEAWN-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Insurance Company	44393
INSURER B: Ohio Security Ins Co.	24082
INSURER C: The Ohio Casualty Insurance Company	24074
INSURER D: EMPLOYERS INSURANCE CO OF NEVA	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1929443350

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		BKW57757908	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS57757908	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		USO57757908	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EIG121437815	5/15/2025	5/15/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Truckee Meadows Fire & Rescue

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Madolyn Wyse

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