

Assessor's Parcel Number:  N/A

Date:  AUGUST 14, 2015

Recording Requested By:

Name:  NIKKI SCHMIDT, PUBLIC WORKS   
(KP)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



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KAREN ELLISON, RECORDER

CONTRACT #2015.166

(Title of Document)

FILED

NO. 2015.1266

2015 AUG 13 PM 2:57

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

DOUGLAS COUNTY  
CLERK

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

*[Signature]*  
DEPUTY

AND

**H2O ENVIRONMENTAL**

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, through the Board of County Commissioners (the "County"), and H2O Environmental ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, 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 Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by Thursday, June 30, 2016.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

H2O Environmental has entered into a contract with Douglas County to perform work through Thursday, June 30, 2016 and requests that an authorized 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 all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform the following services:

- A. The annual maintenance services for the pumping, cleaning, inspection and analytical of the storm water facilities on the Nevada side of Lake Parkway. Exhibit A includes the detailed Scope of Services and fee.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Nine Thousand, Two Hundred Sixty Dollars (\$9,260.00) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** The Contract will 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.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

**12. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and 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, will 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.

**14. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):


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

**To Contractor:** Kevin Anderson  
H2O Environmental, Inc  
3510 Barron Way #200  
Reno, NV 89511  
Telephone: (775) 351-2219

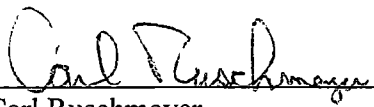
**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF,** the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Kevin Anderson**

By:  07/27/15  
H2O Environmental, Inc (Date)

**Douglas County**

By:  8/3/15  
Carl Ruschmeyer (Date)  
Public Works Director

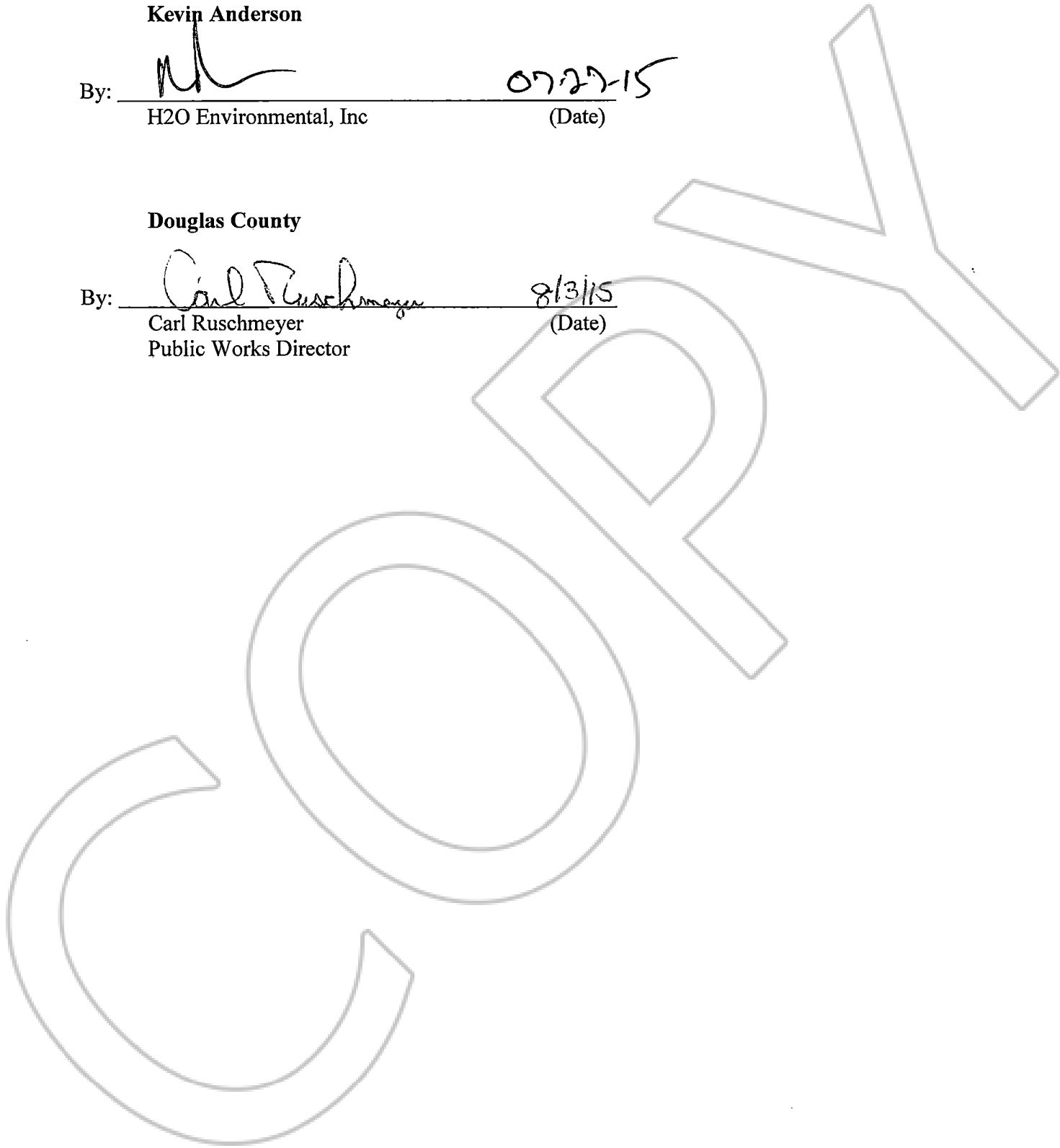


Exhibit A



Ms. Karin Peternel  
Douglas County Community Development  
P. O. Box 218  
Minden, NV 89423

July 23rd, 2015

Ph: 775-782-6233  
Fax: 775-782-6297

RE: Lake Parkway (Douglas County) Storm Water Systems Annual Clean-out/Maintenance Bid.

H2O Environmental, Inc. offers a proposal for the annual maintenance services for the pumping, cleaning, inspection and analytical of the storm water facilities on the Nevada side of Lake Parkway. Complete cleaning will be performed annually with an additional visit to skim oil from the separators (if necessary) and inspect drop inlets for blockages. The valves will be greased and exercised annually. The following bid is based on a one year service contract. Being that H2O Environmental has performed the annual maintenance and cleaning of the facilities for the previous five years, we know the systems inside and out and thus can provide you with the best price while performing the most thorough cleaning.

**Storm Water System Cleaning (Year 2015)**

Confined Space Crew:	\$6,000.00
Traffic Control (where necessary):	\$ N/C
Lab Analytical (includes site visit to sample system):	\$750.00
Valve Greasing and Exercising:	\$350.00
Late Winter/Mid Spring System Inspection (no charge if system functioning correctly):	\$ N/C
<b>Per Service Fixed Costs: \$7,100.00/year</b>	

**Pumping & Disposal**

Pumping, Transportation and Disposal: estimating 4,500 gallons* x \$0.48 cents	\$2,160.00
*(estimated liquid waste if nuisance water is run through the Stateline system during cleaning).	
Estimated Disposal:	\$2,160.00
Cleaning Costs:	\$7,100.00
<b>Estimated Total Cost:</b>	<b>\$9,260.00</b>





This price is based on the following:

- The confined-space crew rate includes: 1-supervisor, 3-Technitions, 1-Utility truck, 1-Pressure Washer, 1-Air Monitor, OSHA Confined Space Gear and PPE. Vaults entered as an OSHA permit required confined space by trained personnel using proper equipment. It is estimated that the complete cleaning will take 3-5 days to complete. It may take longer if excessive amounts of sediment are encountered in the system.
- This proposal price is good for thirty days from the date of this bid, and if accepted within thirty days, the prices identified on the bid are extended one year from the signing date.
- Collect and submit a representative waste sample to a state certified lab for RCRA-8 Metals, 8260 VOCs, 8015 TPH, and pH analysis. Performed on an annual basis.
- According to our past cleanings, H2O will clean the following: 5 Storm Ceptor sand-oil separator systems, 25 drop inlets, 19 sand trap vaults, 3 large water storage vaults, 6 small water storage vaults, 2 large drop inlet water storage vaults, and one aluminum corrugated pipe sand trap.
- All removal of trash, sand, sludge and debris will be performed using an industrial vacuum truck. The complete clean-out will be performed annually with a second visit to inspect drop inlets, lines and vaults and remove accumulated oil from sand/oil separator vaults (if necessary). If free petroleum/oil product build up is pumped, the disposal of this material will be invoiced at \$2.00 per gallon.
- Obtain necessary waste discharge permits from Waste Management for disposing of sediment and water at Lockwood Landfill. If analytical results show that the waste is unsuitable for landfill disposal, alternate disposal options will increase price.
- Final waste volumes are based on a best guess. The amount of water generated to clean the vaults, and the size (volume) of the separators are still an unknown, thus we estimate the actual volume of waste to be between 4,000 and 6,000 gallons. I have received verbal permission from the TRPA to discharge nuisance water through the north system to limit actual waste water volume removed from site.
- The above mentioned rates are good for 1 year (2015). Should disposal facility prices increase the above disposal cost may be adjusted accordingly.
- The above mentioned rates do not include Hydro-jetting of storm water pipes (lines). Should the lines be clogged with sand or need jetting, an additional cost for time and equipment will be applied.

If you have any questions, or if you would like to schedule this work, I can be reached at 775/351-2237.

Thank you,

Kevin Anderson  
General Manager (Reno Office)  
kanderson@envcleanup.com



RE: Douglas County (Lake Parkway Annual Cleaning/Maintenance Bid) (05-19-15).  
(1 year contract 2015)

If this proposal is acceptable, and you would like to contract H2O Environmental, Inc. to complete the above stated work, complete the below required information and fax back to me at 775-351-2219.

Company Name: Douglas County Public Works

Billing Address: PO Box 218  
Minden, NV 89423

Name: Carl Ruschmeyer Title: Public Works Director

Signature: Carl Ruschmeyer Date: 8/13/15

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

day of August 2015  
By [Signature] Deputy

