

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Rick Robillard

**Department:** Public Works



KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

9/27/2022

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NVBY  DEPUTY**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN  
**DOUGLAS COUNTY, NEVADA**  
 AND  
**S.P. & B. UTILITY SERVICES, INC.**

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 SP&B Utility Services, Inc., a Nevada Corporation registered with the Nevada Secretary of State (NV19831010170) ("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 ("Effective Date"). Time is of the essence in this Contract. Unless earlier terminated as set forth in paragraph 7, the terms of this Contract shall remain in effect for the duration of the service period, which will expire 365 days after the Effective Date.

**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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**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:

*SPB Utility Services, Inc. has entered into a contract with Douglas County to perform services related to operation and Nevada State regulatory compliance of the North Valley Wastewater Treatment Plant 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  
ATTN: Deputy Director, Richard Robillard  
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.** Provide professional services to assist the County Public Works Department with the operations and maintenance of the North Valley Waste Water Treatment Plant (NVWWTP). Services will include providing appropriately certified wastewater operator(s) to maintain compliance with the Nevada Department of Environmental Protection regulations applicable to the NVWWTP, and submitting quarterly discharge

monitoring reports and all required wastewater sampling and water sampling requirements. For the duration of the service period, Contractor will be designated as Operator-in-Chief for the NVWWTP and will be responsible for issuing any necessary directions to County staff to make treatment changes and adjustment to maintain compliance with all pertinent regulations. Additional services shall also be provided as shown in Exhibit A, attached hereto. Contractor is obligated to inform Douglas County of any conflicts of interest involving work previously performed on the project. Services are more particularly described and shall be performed in accordance with and Exhibit A.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services described in Section 4, above, on a time and materials basis in accordance with the hourly rate schedule described in Exhibit B, attached hereto, with a total not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000). Contractor is solely responsible for providing all materials, supplies, travel costs, insurance, and other costs necessary to perform Contractor's services. Contractor agrees to send an invoice to County for the services rendered to County and payment will be due to Contractor within 30 days of the County's receipt of Contractor's invoice. 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. 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. Additionally, 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.

**7. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if the other 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. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

**8. LICENSING & CERTIFICATES.** Contractor agrees to maintain any required licenses and Certificates necessary to perform the services for County. The failure to maintain any required license or Certificate will result in immediate termination of this Contract.

**9. 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.

**10. 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.

**11. 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. The Contract Documents consist of this document, and Exhibits A. 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.

**12. DISPUTE RESOLUTION.** 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.

**13. 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.

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. **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.

22. **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.

23. **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.

24. **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

25. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

26. **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, Deputy Director  
Post Office Box 218  
Minden, Nevada 89423

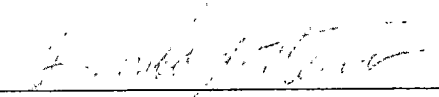
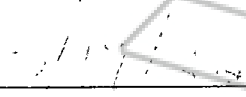
**To Contractor:** SPB Utility Services, Inc.  
Linda Peterson  
430 Stoker Ave, #207  
Reno, NV 89503

27. **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,

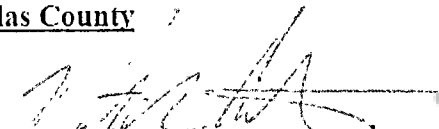
from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

SP&B Utility Services, Inc.

By:    
Name: Linda Peterson  
Title: General Manager (Date)

Douglas County

By:  5/26/22  
Patrick Cates  
County Manager (Date)





April 6, 2022

Douglas County Public Works  
1120 Airport Road, #F-2  
Minden, NV 89423

ATTN: Rick Robillard, Deputy Director

RE: NORTH VALLEY WWTP - Operations and Compliance Support

As per invitation, SPB Utility Services, Inc. is pleased to submit a proposal for operations support services for the North Valley sewage treatment facility in Minden, Nevada. Our firm can provide several levels of desired support to meet your needs. We have both water and wastewater operators who can provide weekly on-site process analyses, facility operation support and intermittent training/consultation of local staff.

SPB is a licensed contractor with the state of Nevada and has been providing operations services since 1983. One of our oldest clients is Washoe County. Currently, we provide a dedicated staff of eight personnel for all wastewater operations.

Our goal is to provide services at a reasonable and affordable cost that allows client to utilize our services and experience as the certified operator of record, or in support of existing certified staff. This also includes our compliance management team that work directly with field staff to cover client needs in operations and regulatory reporting, etc.

#### CERTIFIED OPERATIONS SERVICES

SPB personnel will complete scheduled visits to the North Valley facilities once per week. Wastewater operations oversight and other related tasks would be completed with each site visit. Tasks will include coordination with on-site personnel, on-site testing, logs and record review, report completion and submittal to state agencies, equipment adjustments and process control. Every effort will be made to complete work tasks during scheduled routine visits.

SPB staff will help collect and transport compliance during our routine site visits. Samples will be properly documented, preserved and tested by a state certified laboratory.

SPB can also provide emergency on-site assistance if a major problem occurs. Time of arrival is dependent on road and travel conditions.

SEWAGE TREATMENT SYSTEM – includes, but not limited to the following

- Provide appropriate level of certified operator.
- Run operational control testing
- Review of system logs.
- Review of system operation with on-site personnel.
- Collect/Transport compliance samples to ensure proper collection, hold times and analysis

#### COMPLIANCE MANAGEMENT/ADMINISTRATION

- Work with certified operator to complete and submit quarterly discharge monitoring reports (NETDMR), including annual graphing requirements, etc.
- Response and follow up on wastewater system inspection items.
- Tracking of sampling requirements
- Tracking of regulatory compliance
- State notifications for non-compliance issues
- Sample bottle preparation and chain of custody documentation
- Record retention/data storage
- Phone correspondence with field personnel
- Phone and written correspondence with regulatory agencies and board members

Please feel free to contact me or Kirk Peterson with any questions, etc., at 775-240-6776 (Kirk) or 775-240-6778 (Linda).

Sincerely,

Linda Peterson  
General Manager

Ec: Kirk Peterson, Director of Field Operations  
Daniel Peterson, Operations Manager  
Juliet Freeto, SPB Comptroller



April 6, 2022

Quote No.: Q10083

Douglas County  
 1120 Airport Road, #F-2  
 Minden, NV 89423

ATTN: Rick Robillard

RE: PROJECT PROPOSAL - Operations and Compliance Support

<b>Job Description:</b> Weekly visits for certified operations oversight of the North Valley wastewater system, including compliance monitoring, sample collection and regulatory reporting.			
ITEM DESCRIPTION - MONTHLY	Hrs/Month	Rate	Totals
Certified Operator (Office, Onsite and Travel Time)	18.0	\$72.00	\$1,296.00
Mileage	175	\$0.60	\$105.00
Vehicle Charge	18.0	\$4.00	\$72.00
Compliance Management	4.0	\$64.00	\$256.00
Administration	1.0	\$57.00	\$57.00
		<b>Monthly Base Rate</b>	<b>\$1,786.00</b>
		<b>Annual Operations Estimate</b>	<b>\$21,432.00</b>
Lab Services (If paid by SPB)			Cost + 15%
Materials/Supplies			Cost + 15%
<p><i>This proposal covers regular operations support and does not include emergency response or unplanned events. All time will be billed on a time and material basis and per fee schedule.</i></p> <p><i>Initially, extra time will be required to perform tasks and will be invoiced as required.</i></p>			



<b>SPB Utility Services</b> <b>Fee Schedule</b> <b>03/01/2022</b>	
Certified Operator	\$72.00 / hour
Certified Operator – Overtime Rate	\$108.00 / hour
Field Operations – Support	\$62.00 / hour
Compliance Management	\$64.00/ hour
Administrative/Clerical Support	\$57.00 / hour
Mileage Cost	\$0.60 / mile
Travel Cost (Hotel/Meals)	Cost
Laboratory Services	Cost + 15%
Materials/Supplies	Cost + 15%

450 Stoker Ave., Ste. #217  
 Reno, Nevada 89503

775 329-7757 Phone

775 329-3213 Fax

*Working for Nevada Since 1983*

COPY

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

27<sup>th</sup> day of May, 20 22

By Emmy Ombanski Deputy