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Co mgr  
Margaret

APPROVED MARCH 20, 2003 ITEM #17  
DOUGLAS COUNTY BOARD OF COMMISSIONERS

FILED  
NO 2003.074

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

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A CONTRACT BETWEEN DOUGLAS COUNTY

AND

CUMMINS INTERMOUNTAIN, INC.  
150 GLENDALE AVENUE  
SPARKS, NEVADA 89431

BARBARA REED  
CLERK  
DEPUTY

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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public 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.

3. **INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending 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 Manager

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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:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. **SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows: See attached Exhibit A.

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$15,477.63. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

6. **TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. **CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

8. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

11. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

12. **PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 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 of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

13. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. **MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

*[Signature]* 3/20/03  
Douglas County (Date)

*Cummings Anteroountain, Inc.*  
*Raymond B. Friedman* 3-4-03  
Contractor EPC VP (Date)

Approved as to form by:

*[Signature]*  
Deputy District Attorney

**CUMMINS INTERMOUNTAIN, INC.**  
**Generator Inspection and**  
**Preventative Maintenance Agreement**  
**Exhibit A**

Cummins Intermountain, INC, (CII) hereby agrees to provide the inspection and/or maintenance as listed for the engine-driven system owned by Douglas County Community Development Utilities Department, hereinafter referred to as owner, located at 1594 Esmeralda Avenue. Minden, Nevada 89423.

Service rendered under this agreement will be during CII normal business hours. Service requested at times other than regular business hours will be billed at applicable rates. Owner agrees to provide CII, and/or designated representative reasonable and sufficient access to the equipment during the time requested by CII.

This agreement will remain in force until terminated by either party through written notice to the other, at least thirty days prior to a scheduled maintenance. CII is not obligated to supply parts, labor or travel expenses other than what is specified. This agreement does not include repairs of damage caused by abuse, accident, theft, acts of nature, or by altered equipment. CII liability under this agreement if any, shall be limited to the cost of performing its obligation hereunder, but in no event shall CII be liable for any consequential, incidental or exemplary damages, including but not limited to loss of profits, downtime or damages. CII makes no other warranties, express or implied, in connection with the services performed or a material supplied, and expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

In consideration for this agreement, owner agrees to remit the sum of \$15,477.63 per year for maintenance. This amount will be billed as follows:

Preventative Maintenance Agreement

Maintenance will be performed two times per year, at intervals of approximately 6 months, exact dates to be determined by CII with agreement of owner.

Level II service program will be performed first, for the sum of \$10,325.93. This will consist of inspecting the engine in order to check and maintain lube oil and coolant levels, Inspecting for fluid leaks and proper jacket water heater operation. Inspecting intake and exhaust systems. Checking the condition of radiator, hoses and belt tension, Inspecting and testing batteries, verify proper operation of bulk and float settings on battery charger and static testing all engine protective shutdowns.

1. Change lubricating oil and filter annually or every 75 hours (which ever occurs first).
2. Check air intake systems (replace filter at an additional cost).
3. Change fuel filters and bleed fuel system.
4. Check the antifreeze concentration (DCA).
5. Check belt drive tension, adjust if necessary.
6. Check engine timing, adjust as necessary.
7. Clean and check spark plugs and ignition system components.
8. Check fuel shutdown valve for proper operation (if so equipped).
9. Monitor engine temperature and evaluate cooling system performance (during a loaded run, if possible).

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10. Load testing of all starting batteries.
11. Check operation of block heater and thermostat.
12. Clean engine and surrounding area, touch up paint as necessary.
13. Sampling of fuel, oil and coolant.

Maintenance of the generator will involve the following: Inspecting condition of windings and conductor connections, inspecting all current transformers for thermal wear, testing operation of the circuit breaker and inspect for thermal wear, testing and inspecting all over/under voltage and frequency systems.

1. Operate the generator with owners load (if practical and observed voltage variations and for signs of random voltage variations, adjust if necessary).
2. With unit operating, check operating frequency and adjust as necessary.
3. Check operation of the engine control module, test over crank, over speed, low oil pressure, high engine temperature and low coolant level shutdown safety features (if so equipped).
4. Check for phase unbalance; make recommendations to correct (if observed). Log ammeter reading on inspection report.
5. Check alarm enunciator for proper operation.
6. Clean and inspect voltage radiator and associated control cabinets.

Maintenance of the transfer switch will include the following: Inspecting all access connections for chafing, performing thermal degradation testing of switch contacts, inspect all chutes for excessive carbon loading verifying proper operation of all applicable voltage sensing equipment, verifying proper operation of time delays and cool-down cycle, inspecting ground fault equipment as required, performing building load transfer with customer approval.

1. Clean and inspect interior of panels.
2. Monitor operation of linear motor during power transfer, if possible.
3. Check operation of exerciser clock and reset (as designated by owner) if necessary.
4. Carefully inspect all connections and wiring for signs of over heating or chafing, recommended work if necessary.
5. Instruct owner personnel in day-2-day upkeep of switch and genset (if required).
6. Check calibration of over/under sensors and frequency sensors, and then adjust if necessary.
7. Check calibration of time delays and adjust if necessary.
8. Check calibration of operation control modules (if installed).
9. CII will submit a report of the inters inspection to the owner, advising owner of any further parts or work that appears to be needed.

Any additional checks performed will be billed at a pre-negotiated price. We will also check the support system; this consists of inspection and test day tank if applicable. Inspect louvers and ventilation fans if fitted. Inspect skid base and vibration isolators for cracks or damage. Verify condition of ground fault equipment and code compliance. This also provides 24 hr. emergency service.

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Level I service program would be second, approximately six months after first inspection for the sum of \$5,151.70. This would consist of all elements of the level II program with the exception of fuel filter service, lube oil and filter change. Complete fuel sampling program includes lube, oil and coolant sampling.

The following are covered under this agreement:

1. Isuzu, A18J-3-12V-A1, 18338/01
2. Catipillier, 3406, 47RO4800
3. Katolight, John Deere, LM239093-73683
4. Onan, 80GGHC, C980715379
5. Catipillier, 3406, 1LSO1234
6. Olympian, OLY00000ENAT00358, D125P1
7. Detroit, 6V92, 336715
8. Detroit, 6V92, 336166
9. Olympian, OLY00000CNPF00293, D60P3
10. Olympian, D100P1, EO293K/002
11. John Deere, DMT-200JDB2, 203219-1
12. John Deere, DMT-80C, 203217-1
13. John Deere, DMT-125JD3, 92598-1
14. Olympian, 97A01261-S, 2033577
15. Katolight, D105FRJ4, 644973-68404
16. Catipillier, 3306, 9NR01228
17. Onan, 200DFAA, C9707633243
18. Cummins, V-378-F2, 20216167
19. Cummins, V-378, 20168458

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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WERNER CHRISTEN  
RECORDER

PAID *Kg* DEPUTY

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**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

*March 26, 2003*

*B. READ* Clerk of the *9th* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

SEAL