

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** NANCY BRIDGES

**Department:** PUBLIC WORKS



00128742202109620050130133

KAREN ELLISON, RECORDER

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

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

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

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**CUMMINS INC.**

FILED  
NO. 2021-125  
DATE 2-16-21  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY [Signature] DEPUTY

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 *Cummins Inc.*, an *Indiana corporation* registered with the Nevada Secretary of State ("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"). 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 on June 30, 2021.

**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 such evidence to the County.

*The certificate and notice should be mailed to:*

*Douglas County  
Public Works Department  
ATTN: Public Works Director  
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. Contractor agrees, prior to the commencement of work to provide evidence of the above insurance coverage to the County. If Contractor fails to provide such evidence, 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 services related to: Complete inspections and full service work on thirty three (33) generators owned by the County. Coolant, fuel, and oil sample analysis are included as part of the work. Timing of inspection and full service work for each generator is to be completed at least **once during the six month period.**

The Services are more particularly described and shall be completed in accordance with the requirements set forth in **Exhibit A** hereto.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total of Fourteen Thousand, Seven Hundred and Twenty-Four Dollars and Sixteen Cents (\$ 14,724.16) (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. **WARRANTY.** Contractor expressly warrants that all Services shall be completed in a proper and workmanlike manner and guarantees all material against defects in material in accordance with any applicable manufacturer's warranty periods commencing upon successful startup and commissioning. All labor shall be guaranteed for ninety (90) days beginning the final day of services rendered, and Contractor shall, following confirmation of defect by Contractor, remedy the same by either repair or replacement. County shall provide notice of any defects within forty-eight (48) hours of the discovery thereof. Failure to provide notice within the aforementioned time-frame may result in a waiver of claims.

**THIS SECTION SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND/OR SERVICES UNDER THIS AGREEMENT. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, AND ANY AND ALL WARRANTIES OF LAW ARE HEREBY DISCLAIMED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY FOR DEFECTS OR ERRORS IN WORKMANSHIP AND/OR MATERIALS.**

7. **TERMINATION OF CONTRACT.** Either Party may terminate the Contract for cause 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. **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.

9. **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 Exhibit 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, and each specifically rejects any other terms, whether attached to work orders, invoice, or otherwise. 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.

**10. 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.

**11. LIMITATION OF LIABILITY. TO THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN. THE COUNTY WILL NOT WAIVE AND INTENDS TO ASSERT AVAILABLE NRS CHAPTER 41 LIMITATIONS IN ALL CASES. CONTRACT LIABILITY OF EITHER PARTY SHALL NOT BE SUBJECT TO PUNITIVE DAMAGES.**

**12. COMPLIANCE WITH APPLICABLE LAWS.** The Parties each promise and agree to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out its obligations as set forth in the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, export controls and reporting, and all immigration and naturalization laws.

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

**14. 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.

**15. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials 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. All property which Contractor or its subcontractors is required to or does prepare or develop in the performance and completion of the Services, including but not limited to information, manuscripts, documents, calculations, drawings, sketches, plans, notes, schedules, reports, development, production and .or marketing activities, other data, models, samples, specification results or other work product, any trade secrets, inventions, and copyrightable material contained therein shall be the sole and exclusive property of Contractor.

**16. 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.

**17. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability to the extent caused by Contractor's sole or gross negligence or willful misconduct. Contractor shall maintain full control of any defense under this section, including but not limited to the utilization of counsel of its choice and entering into settlement negotiations or agreements. Notwithstanding the foregoing, the County may elect to mount its own and separate defense. In the event of a final determination by a court of competent jurisdiction of any joint, comparative, contributory, or concurrent negligence the parties shall bear the loss in proportion to its respective negligence or contribution.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** Cummins Inc.  
150 Glendale Ave  
Sparks, Nevada 89431

*With a copy to:* Cummins Inc.  
Attn: Contracts Administrator  
7401 Church Ranch Blvd, Ste 206  
Westminster, Colorado 80021

**26. CONFLICT OF INTEREST.** By signing the Contract, the Parties each agree that any information obtained from the other Party, in whatever form, will not be divulged to other competing interests without the permission of the party disclosing such information (the "Disclosing Party"). In the event of a breach of this provision, the Disclosing Party may immediately withdraw, without penalty or any payment, from the Contract.

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

**Cummins Inc.**

By: Wendy J. Minchow  
Name: Wendy J. Minchow  
Title: PEM and Service Sales Power Generation (Date) 2-15-2021  
~~2-15-2020~~

**Douglas County**

By: Philip L. Ritger 02-16-2021  
Philip Ritger, Director (Date)  
Douglas County Public Works





RENO NV BRANCH  
 150 GLENDALE AVENUE  
 SPARKS, NV 89431  
 Phone: 775-331-4983

### PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
DOUGLAS COUNTY PO BOX 218 Minden, NV 89423	Contact: Glen Radtke Phone: 775 783-6437 Fax: 775 782-6266 Cust Id: 464793	Quote Date: 01-JAN-21 Quote Expires: 30-JUN-21 Quote Num: 85137 Quoted By: Wendy Minchow Quote Term: 1 Year(s)

### Site Information

1	SIERRA COUNTRY ESTATES	201 SIERRA COUNTRY CIR	GARDNERVILLE	NV	89460
2	EAGLE RIDGE	2494 EAGLE RIDGE ROAD	MINDEN	NV	89423
3	CLUBHOUSE	350 GENOA LAKES DRIVE	GENOA	NV	89411
4	S. CLAMPHAM	2714 CLAPHAM LANE	MINDEN	NV	89423
5	CLEARWATER	2454 CLEARWATER LANE	GENOA LAKES	NV	89411
6	NORTH SUNRIDGE	3587 NORTH SUNRIDGE	MINDEN	NV	89423
7	MONTANA	2901 CLOUDBURST CANYON	MINDEN	NV	89423
8	MINDEN INN	1594 ESMERALDA AVE	MINDEN	NV	89423
9	DOUGLAS COUNTY PORTABLE	PORTABLE	MINDEN	NV	89423
10	Z-WUD	645 JOB LANE	ZEPHYR COVE	NV	89448
11	911 CALL CENTER	1615 E EIGHTH ST	MINDEN	NV	89423
12	TOPSY LANE LIFT STATION	3790 HIGHWAY 395	MINDEN	NV	89423
13	MERIDIAN LIFT STATION	2246 AIRPORT ROAD	MINDEN	NV	89423
14	SKYLINE BOOSTER	1549 JOHNSON LANE	MINDEN	NV	89423
15	NORTH VALLEY WASTE WATER	3001 HEYBOURNE ROAD	MINDEN	NV	89429
16	GENOA LAKES BOOSTER	2420 GENOA HIGHLAND	MINDEN	NV	89423
17	WALLEY'S LIFT STATION	2001 FOOTHILL ROAD	MINDEN	NV	89429
18	FAIRGROUNDS BOOSTER	920 DUMP ROAD	MINDEN	NV	89429
19	GLENBROOK/UPPA WAY	25 LAKE FRONT DRIVE	MINDEN	NV	89429
20	CAVE ROCK TREATMENT PLANT	1309 HIGHWAY 50	MINDEN	NV	89429
21	SHERIDAN WELL	405 CENTERVILLE LANE	MINDEN	NV	89423
22	SUNRIDGE LIFT STATION	3587 LONG DRIVE	MINDEN	NV	89423
23	JOBS PEAK	148 SUMMIT RIDGE WAY	GARDNERVILLE	NV	89410
24	JAMES CANYON LOOP	260 JAMES CANYON LOOP	MINDEN	NV	89423
25	SHERIFF SUBSTATION	175 HIGHWAY 50	STATELINE	NV	89449
26	JLEC	1038 BUCKEYE ROAD	MINDEN	NV	89423
27	DOUGLAS COUNTY PUBLIC WO	1120 AIRPORT RD	MINDEN	NV	89423
28	DOUGLAS COUNTY PUBLIC WO	2105 HEYBOURNE ROAD	MINDEN	NV	89423
29	NORTH COUNTY WELL	3766 CENTER DRIVE	MINDEN	NV	89423
30	SRE WELL	1801 CROCKETT LANE	MINDEN	NV	89423
31	OLD COURTHOUSE	1616 8TH STREET.	MINDEN	NV	89423
32	SUNRIDGE BOOSTER	3605 LONG DRIVE	MINDEN	NV	89423
33	MONTANA WELL #3	2901 JACK'S VALLEY ROAD	MINDEN	NV	89423

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	SIERRA COUNTR	OTHER	GEN SET	SD0100KG176.7D18H	3001385978	ST
2	EAGLE RIDGE	ONAN	GEN SET	40DGHD	B060883943	ST
3	CLUBHOUSE LS	DETROIT	GEN SET	DETROIT 6V92	336166	ST
4	S. CLAMPHAM	ONAN	GEN SET	80GGHC	C980715379	ST



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

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DOUGLAS COUNTY PO BOX 218 Minden, NV 89423	Contact: Glen Radtke Phone: 775 783-6437 Fax: 775 782-6266 Cust Id: 464793	Quote Date: 01-JAN-21 Quote Expires: 30-JUN-21 Quote Num: 85137 Quoted By: WendyMinchow Quote Term: 1 Year(s)

5	CLEARWATER L OLYMPIAN	GEN SET	D60P3	OLY00000CNP002	ST
6	GEN #4 ONAN	GEN SET	35EK	H950585260	ST
7	MONTANA LS ONAN	GEN SET	200DGFC	B050743075	ST
8	GEN #5 SPECTRUM	GEN SET	200DSEJ	0731269	ST
9	PORTABLE ONAN	GEN SET	100DGDB	G030523997	ST
10	ZWUD ONAN	GEN SET	200DFAA	C9707633243	ST
11	GEN #7 SPECTRUM	GEN SET	80 D560	375169	ST
12	TOPSY LS ONAN	GEN SET	35DSFAA	I090031810	ST
13	MERIDIAN ISUZU	GEN SET	ISUZU	3KR1GA	ST
14	SKYLINE BOOST KATOLIGHT	GEN SET	KATOLIGHT	LM239093-73683	ST
15	NORTH VALLEY CATERPILLAR	GEN SET	CAT 3406	9CR02261	ST
16	GENOA LAKES DETROIT	GEN SET	DEITROIT	06VF2B3259	ST
17	WALLYS HOT SP OLYMPIAN	GEN SET	D100P1	E0293K/002	ST
18	FAIRGROUNDS DMT	GEN SET	125JD3	92598-1	ST
19	GLENBROOK KATOLIGHT	GEN SET	D105FRJ4	644973-68404	ST
20	CAVE ROCK CATERPILLAR	GEN SET	SR4B	9NR01228	ST
21	SHERIDAN WELI ONAN	GEN SET	50DGCA	D060914351	ST
22	SUNRIDGE LS ONAN	GEN SET	200DGFC	L050869186	ST
23	JOBS PEAK ONAN	GEN SET	150DSGAC	K100172224	ST
24	JAMES CANYON OLYMPIAN	GEN SET	D125P1	OLY00000TNAT007	ST
25	GEN #6 KOHLER	GEN SET	60ROZ71	129201	ST
26	JLEC #3 MTU	GEN SET	MTU 12V1600DS600	95010500034	ST
27	PUBLIC WORKS OLYMPIAN	GENSET	D125P1	IKT00000ENAT003	ST
28	SO. AIRPORT CATERPILLAR	GEN SET	3406	47RO4800	ST
29	NORTH CO WELI ONAN	GEN SET	100DGDB	E050781169	ST
30	SRE-2 JOHN DEERE	GEN SET	DMT-200JDB2	203219-1	ST
31	GEN #1 ONAN	GEN SET	100DSGAA	J090037466	ST
32	SUNRIDGEBOOS CATERPILLAR	GEN SET	750 KW SR4B	CAT00C27CDWB03	ST
33	MONTANA WELI DMT	GEN SET	DMT-80C	203217-1	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	SIERRA COUNTRY	FULL SERVICE	1	383.01	383.01
2	EAGLE RIDGE	FULL SERVICE	1	413.00	413.00
3	CLUBHOUSE LS	FULL SERVICE	1	413.01	413.01
4	S. CLAMPHAM	FULL SERVICE	1	413.00	413.00
5	CLEARWATER LS	FULL SERVICE	1	413.01	413.01
6	GEN #4	FULL SERVICE	1	374.00	374.00
7	MONTANA LS	FULL SERVICE	1	413.00	413.00
8	GEN #5	FULL SERVICE	1	383.00	383.00



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

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DOUGLAS COUNTY PO BOX 218 Minden, NV 89423	Contact: Glen Radtke Phone: 775 783-6437 Fax: 775 782-6266 Cust Id: 464793	Quote Date: 01-JAN-21 Quote Expires: 30-JUN-21 Quote Num: 85137 Quoted By: WendyMinchow Quote Term: 1 Year(s)

9	PORTABLE	FULL SERVICE	1	413.01	413.01
10	ZWUD	FULL SERVICE	1	413.00	413.00
11	GEN #7	FULL SERVICE	1	383.00	383.00
12	TOPSY LS	FULL SERVICE	1	413.00	413.00
13	MERIDIAN	FULL SERVICE	1	413.00	413.00
14	SKYLINE BOOSTER	FULL SERVICE	1	413.01	413.01
15	NORTH VALLEY	FULL SERVICE	1	413.01	413.01
16	GENOA LAKES	FULL SERVICE	1	413.01	413.01
17	WALLYS HOT SPGS	FULL SERVICE	1	413.00	413.00
18	FAIRGROUNDS	FULL SERVICE	1	413.01	413.01
19	GLENBROOK	FULL SERVICE	1	413.01	413.01
20	CAVE ROCK	FULL SERVICE	1	413.01	413.01
21	SHERIDAN WELL	FULL SERVICE	1	413.00	413.00
22	SUNRIDGE LS	FULL SERVICE	1	413.01	413.01
23	JOBS PEAK	FULL SERVICE	1	413.01	413.01
24	JAMES CANYON LO	FULL SERVICE	1	413.01	413.01
25	GEN #6	FULL SERVICE	1	383.00	383.00
26	JLEC #3	FULL SERVICE	1	953.01	953.01
27	PUBLIC WORKS	FULL SERVICE	1	413.00	413.00
28	SO. AIRPORT	FULL SERVICE	1	413.00	413.00
29	NORTH CO WELL 2	FULL SERVICE	1	413.01	413.01
30	SRE-2	FULL SERVICE	1	413.00	413.00
31	GEN #1	FULL SERVICE	1	383.01	383.01
32	SUNRIDGEBOO STER	FULL SERVICE	1	1,157.00	1,157.00
33	MONTANA WELL 3	FULL SERVICE	1	413.00	413.00

QUOTED PRICING IS BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS.  
 \*\*QUOTE DOES NOT INCLUDE TAX IF ANY OR APPLICABLE.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

### Customer Address

DOUGLAS COUNTY  
PO BOX 218  
Minden, NV 89423

### Customer Contact

Contact: Glen Radtke  
Phone: 775 783-6437  
Fax: 775 782-6266  
Cust Id: 464793

### Quote Information

Quote Date: 01-JAN-21  
Quote Expires: 30-JUN-21  
Quote Num: 85137  
Quoted By: Wendy Minchow  
Quote Term: 1 Year(s)

**Standard Agreement Amount** \$14,724.16

**Proposal Total** \$14,724.16

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

### Customer Approval

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### CUMMINS INC

Signature: *Wendy Minchow*

Date: \_\_\_\_\_

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

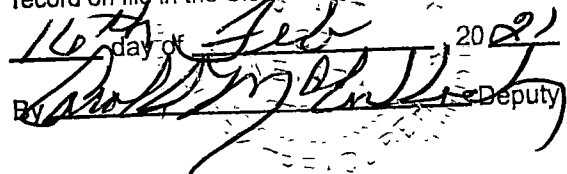
14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

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

16<sup>th</sup> day of Feb 2022  
BY  Deputy