

Recorder's Office Cover Sheet

Recording Requested By:

Name: GLEN RADTKE

Department: PUBLIC WORKS



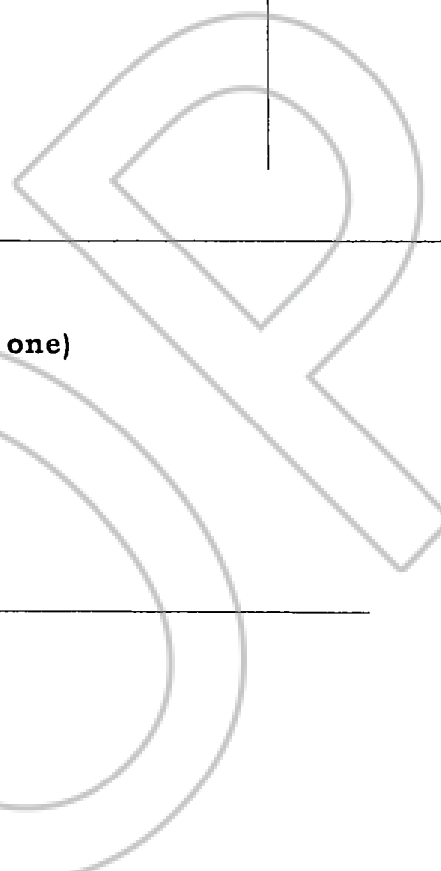
00139144202109713040130130

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. 2021.120
7-22-21
DATE
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 the third anniversary date of 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 such evidence to the County.

The certificate and notice should be mailed to:

*Douglas County
Public Works Department
ATTN: Fleet and Facilities Manager
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.

SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to complete inspections and full service work on thirty three (38) 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 each fiscal year (July 1-June 30) for the duration of the contract.** The Services are more particularly described and shall be completed in accordance with the requirements set forth in **Exhibit A** hereto.

4. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total of Twenty-Thousand, Seven Hundred and Six Dollars and Ten Cents (\$20,706.10) per year for a total cost not to exceed Sixty-Two Thousand, One Hundred and Eighteen Dollars and Thirty Cents (\$62,118.30) for the three year period. (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 NONINFRINGEMENT 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. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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 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: Fred Risse
Name: Fred Risse
Title: Director of Western US

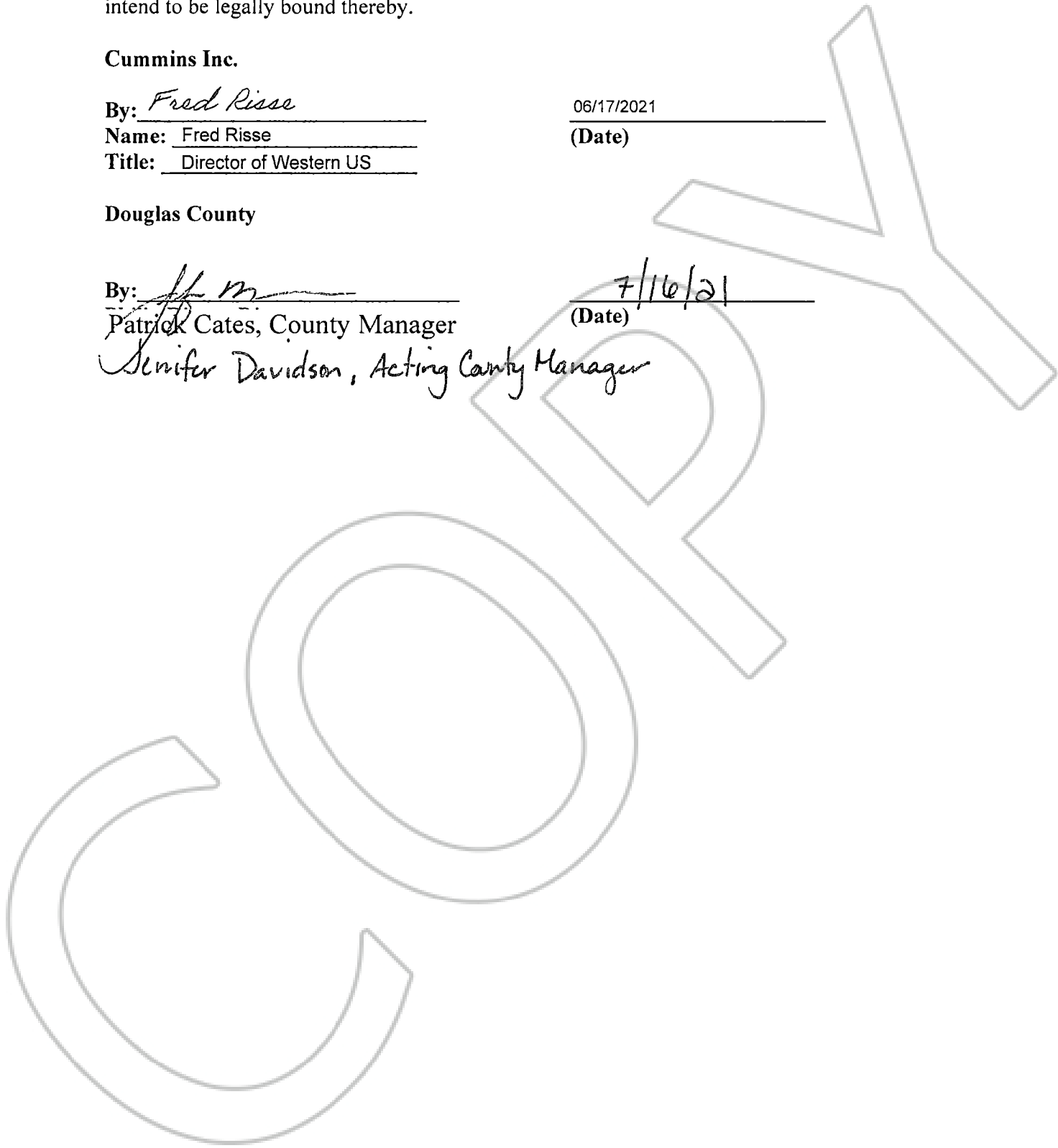
06/17/2021
(Date)

Douglas County

By: [Signature]
Patrick Cates, County Manager

7/16/21
(Date)

Jennifer Davidson, Acting County Manager





Sales and Service

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: 21-AUG-20 Quote Expires: 21-AUG-21 Quote Num: 109476 Quoted By: Wendy J Minchow Quote Term: 3 Year(s)

<u>Site Information</u>			
1	SIERRA COUNTRY ESTATES TRE 201 SIERRA COUNTRY CIR	GARDNERVILLE	NV 89460
2	CLEAR CREEK LIFT STATION #1 3544-U SWIFTS STATION	CARSEN CITY	NV 89705
3	CLEAR CREEK LIFT STATION #4 3653 CLUBHOUSE RD	ROUND HILL VILLAGE	NV 89448
4	LAKE TAHOE SHERIFF SUBSTATION 175 US-50	GARDNERSVILLE	NV 89410
5	CLEAR CREEK ZONE 2 BOOSTER 300 BAVARIAN DR	MINDEN	NV 89423
6	CLEAR CREEK ZONE #1 BOOSTER 700 JACKS VALLEY RD	CARSON CITY	NV 89705
7	MTA AIRPORT LIFT STATION #6 2570 BLISS RD	MINDEN	NV 89423
8	EAGLE RIDGE BOOSTER 2494 EAGLE RIDGE ROAD	MINDEN	NV 89423
9	GENOA CLUBHOUSE LIFT STATION 250 GENOA LAKES DRIVE	GENOA	NV 89411
10	SOUTH CLAPHAM BOOSTER 2714 CLAPHAM LANE	MINDEN	NV 89423
11	CLEARWATER LIFT STATION #3 2554 CLEARWATER LANE	GENOA LAKES	NV 89411
12	SHERIFF SUBSTATION 3587 NORTH SUNRIDGE DR	MINDEN	NV 89423
13	OLD COURT HOUSE 1616 8TH STREET	MINDEN	NV 89423
14	MONTANA LIFT STATION 2901 CLOUDBURST CANYON	MINDEN	NV 89423
15	MINDEN INN 1594 ESMERALDA AVE	MINDEN	NV 89423
16	PORTABLE GENERATOR 1120 AIRPORT ROAD #F2	MINDEN	NV 89423
17	ZEPHYR COVE WATER TREATMENT 645 PHARRIS LANE	ZEPHYR COVE	NV 89448
18	911 CALL CENTER 1615 E EIGHTH ST	MINDEN	NV 89423
19	NORTH COUNTY LIFT STATION #3 3790 HIGHWAY 395	MINDEN	NV 89423
20	MERIDIAN LIFT STATION #6 2246 AIRPORT ROAD	MINDEN	NV 89423
21	SKYLINE BOOSTER 1549 JOHNSON LANE	MINDEN	NV 89423
22	NORTH VALLEY WASTE WATER 3001 HEYBOURNE RD	MINDEN	NV 89423
23	GENOA LAKES BOOSTER 2420 GENOA HIGHLAND	MINDEN	NV 89423
24	WALLEY'S LIFT STATION #1 2001 FOOTHILL ROAD	MINDEN	NV 89429
25	FAIRGROUNDS BOOSTER 920 DUMP ROAD	MINDEN	NV 89429
26	UPPAWAY WELL #1 & #2 25 LAKE FRONT DRIVE	MINDEN	NV 89429
27	CAVE ROCK WATER TREATMENT 1309 HIGHWAY 50	MINDEN	NV 89429
28	SHERIDAN ACRES TREATMENT 405 CENTERVILLE LANE	MINDEN	NV 89423
29	NORTH COUNTY LIFT STATION #3 3603 LONG DRIVE	MINDEN	NV 89423
30	JOBS PEAK TREATMENT PLANT 148 SUMMIT RIDGE WAY	GARDNERVILLE	NV 89410
31	MONTANA BOOSTER 260 JAMES CANYON LOOP	MINDEN	NV 89423
32	JUDICIAL LAW ENFORCEMENT CENTER 1038 BUCKEYE ROAD	MINDEN	NV 89423
33	PUBLIC WORKS 1120 AIRPORT RD	MINDEN	NV 89423
34	SOUTH AIRPORT WELL NO.4 2105 HEYBOURNE ROAD	MINDEN	NV 89423
35	NORTH COUNTY WELL #2 3766 CENTER DRIVE	MINDEN	NV 89423
36	FAIRGROUNDS WELL NO.2 1801 CROCKETT LANE	MINDEN	NV 89423
37	SUNRIDGE BOOSTER 3605 LONG DRIVE	MINDEN	NV 89423
38	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>
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Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
DOUGLAS COUNTY PO BOX 218 Minden, NV 89423	Contact: Glen Radtke Phone: 775 783-6437 Fax: 775 782-6266 Cust Id: 464793	Quote Date: 21-AUG-20 Quote Expires: 21-AUG-21 Quote Num: 109476 Quoted By: Wendy J Minchow Quote Term: 3 Year(s)

1	SIERRA COUNTR GENERAC	GEN SET	SD0100KG176.7D18H 3001385978	ST
2	CLEAR CREEK L CUMMINS	GEN SET	80 DSFAE-1660129 L160125123	ST
3	CLEAR CREEK L CUMMINS	GEN SET	80 DSFAE-1660129 L160125124	ST
4	TAHOE SHERIFF CUMMINS	GEN SET	250DQDAA-4725077 F100128742	ST
5	CLR CRK BOOST CUMMINS	GEN SET	275DQDAB-1711091 C170163526	ST
6	CLR CRK BOOST CUMMINS	GEN SET	300DQHAB A056E291J160112791	ST
7	MTA AIRPORT L CUMMINS	GEN SET	C30 D6 GD03C-18569 E180364344	ST
8	EAGLE RIDGE CUMMINS	GEN SET	40DGHD B060883943	ST
9	CLUBHOUSE LS DETROIT	GEN SET	DETROIT 6V92 336166	ST
10	S. CLAMPHAM ONAN	GEN SET	80GGHC C980715379	ST
11	CLEARWATER L OLYMPIAN	GEN SET	D60P3 OLY00000CNPF002	ST
12	SHERIFF SUBST CUMMINS	GEN SET	35EK H950585260	ST
13	OLD COURTHOU CUMMINS	GEN SET	DSGAA-1229111 I090037466	ST
14	MONTANA LS #5 CUMMINS	GEN SET	200DGFC-5703353 B050743075	ST
15	MINDEN INN-GE SPECTRUM	GEN SET	200DSEJ 0731269	ST
16	PORTABLE CUMMINS	GEN SET	100DGDB-3753 G030523997	ST
17	ZEPHYR COVE W CUMMINS	GEN SET	200DFAA-86973-F C9707633243	ST
18	911 CALL CENTE OTHER	GEN SET	80DS60 375169	ST
19	N CNTY LS TOPS CUMMINS	GEN SET	35DSFAA-1038055 I090031810	ST
20	MERIDIAN LIFT CUMMINS	GEN SET	C25D6 F200778524	ST
21	SKYLINE BOOST KATOLIGHT	GEN SET	D105FRJ4 LM239093-73683	ST
22	N VLY WW TRTN KOHLER	GEN SET	600REOZVB GM68621-GA1	ST
23	GENOA LAKES DETROIT	GEN SET	KOHLER 336715	ST
24	WALLYS HOT SP OLYMPIAN	GEN SET	D100P1 E0293K/002	ST
25	FAIRGROUNDS DMT	GEN SET	125JD3 92598-1	ST
26	UPPAWAY WELI KATOLIGHT	GEN SET	D105FRJ4 644973-68404	ST
27	CAVE ROCK CATERPILLAR	GEN SET	3306 118-8452	ST
28	SHERIDAN WELI ONAN	GEN SET	50DGCA D060914351	ST
29	N CTY SUNRIDG CUMMINS	GEN SET	200DGFC-5746811 L050869186	ST
30	JOBS PEAK ONAN	GEN SET	150DSGAC K100172224	ST
31	MONTANA BOOS OLYMPIAN	GEN SET	D125P1 OLY00000TNAT007	ST
32	JLEC #3 MTU	GEN SET	573RSL4033 MT-0053607-1017	ST
33	PUBLIC WORKS OLYMPIAN	GENSET	D125P1 OLY0000ENAT003	ST
34	SO. AIRPORT CATERPILLAR	GEN SET	3406 47RO4800	ST
35	NORTH CO WELI NEWAGE	GEN SET	100DGDB - / M05E077 E050781169	ST
36	FAIRGROUNDS # DMT	GEN SET	DMT-200JB3 203219-1	ST
37	SUNRIDGBOOS CATERPILLAR	GEN SET	G27 DWB03531	ST
38	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	3	406.01	1,218.03
2	CLEAR CREEK LSI	FULL SERVICE	3	595.23	1,785.69



Sales and Service

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3	CLEAR CREEK LS4	FULL SERVICE	3	595.23	1,785.69
4	TAHOE SHERIFF	FULL SERVICE	3	939.86	2,819.58
5	CLR CRK BOOSTR2	FULL SERVICE	3	896.83	2,690.49
6	CLR CRK BOOSTR1	FULL SERVICE	3	875.10	2,625.30
7	MTA AIRPORT LS6	FULL SERVICE	3	544.94	1,634.82
8	EAGLE RIDGE	FULL SERVICE	3	438.00	1,314.00
9	CLUBHOUSE LS	FULL SERVICE	3	438.01	1,314.03
10	S. CLAMPHAM	FULL SERVICE	3	438.00	1,314.00
11	CLEARWATER LS	FULL SERVICE	3	438.01	1,314.03
12	SHERIFF SUBSTN	FULL SERVICE	3	396.00	1,188.00
13	OLD COURTHOUSE	FULL SERVICE	3	406.01	1,218.03
14	MONTANA LS #5	FULL SERVICE	3	438.00	1,314.00
15	MINDEN INN- GEN	FULL SERVICE	3	406.00	1,218.00
16	PORTABLE	FULL SERVICE	3	438.01	1,314.03
17	ZEPHYR COVE WTR	FULL SERVICE	3	438.00	1,314.00
18	911 CALL CENTER	FULL SERVICE	3	406.00	1,218.00
19	N CNTY LS TOPSY	FULL SERVICE	3	438.00	1,314.00
20	MERIDIAN LIFT	FULL SERVICE	3	509.06	1,527.18
21	SKYLINE BOOSTER	FULL SERVICE	3	438.01	1,314.03
22	N VLY WW TRTMT	FULL SERVICE	3	1,419.71	4,259.13
23	GENOA LAKES	FULL SERVICE	3	438.01	1,314.03
24	WALLYS HOT SPGS	FULL SERVICE	3	438.00	1,314.00
25	FAIRGROUNDS	FULL SERVICE	3	438.01	1,314.03
26	UPPAWAY	FULL SERVICE	3	438.01	1,314.03



Sales and Service

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27	CAVE ROCK	FULL SERVICE	3	438.01	1,314.03
28	SHERIDAN WELL	FULL SERVICE	3	438.00	1,314.00
29	N CTY SUNRIDGE	FULL SERVICE	3	438.00	1,314.00
30	JOBS PEAK	FULL SERVICE	3	438.01	1,314.03
31	MONTANA BOOSTER	FULL SERVICE	3	438.01	1,314.03
32	JLEC #3	FULL SERVICE	3	1,010.01	3,030.03
33	PUBLIC WORKS	FULL SERVICE	3	438.00	1,314.00
34	SO. AIRPORT	FULL SERVICE	3	438.00	1,314.00
35	NORTH CO WELL 2	FULL SERVICE	3	438.01	1,314.03
36	FAIRGROUNDS #2	FULL SERVICE	3	438.00	1,314.00
37	SUNRIDGEBOOSTER	FULL SERVICE	3	1,226.00	3,678.00
38	MONTANA WELL 3	FULL SERVICE	3	438.00	1,314.00

QUOTED PRICING BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS. QUOTED PRICING GOOD FOR 3 YEARS.

Standard Agreement Amount \$62,118.30

Proposal Total \$62,118.30

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: _____

Date: 04/01/2021

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

22nd day of July, 2021

BY [Signature] Deputy