



0213212

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between Eureka County (County)  
Acting By and Through Its

Board of Eureka County Commissioners (Board)  
P.O. Box 677, Eureka, NV 89316  
(775) 237-5262

and

Southern Folger (Contractor)  
4634 S. Presa Street, San Antonio, TX 78221  
(210) 533-1231

WHEREAS, NRS 244.320 authorizes the Board of Eureka County Commissioners ("Board") to engage the services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Southern Folger ("Contractor") is both necessary and in the best interests of the County of Eureka;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Board.
2. DEFINITIONS. "County" means the County of Eureka and its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract.
3. CONTRACT TERM. This Contract shall be effective from March 20, 2009 to March 19, 2010, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: SCOPE OF SERVICES AND FEE SCHEDULE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed \$108,189.00 with installments payable by invoice each month. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County, the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. County Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the County and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (on any date specified therein) if for any reason the Contracting Agency's funding from County and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the



defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;
- iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for County-employed attorneys.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, 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 the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the



contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

*This space blank intentionally*



Contractor's Initials

YES NO

1. Does the County have the right to require control of when, where and how the independent contractor is to work?
2. Will the County be providing training to the independent contractor?
3. Will the County be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the County?
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?
6. Will the County incur an employment liability if the independent contractor is terminated for failure to perform?
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the County?

*[Handwritten initials for each question]*

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and
  - 2) The County has approved the insurance policies provided by the Contractor.
- Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract and the County's approval of any changes to

insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the County of the completion of this Contract; or
2. Such time as the insurance is no longer required by the County under the terms of this Contract.

Any insurance or self-insurance available to the County shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.  
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the County a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

**Commercial General Liability Insurance**

1) Minimum Limits required:

- \$ ~~4,000,000~~ - General Aggregate
- \$ ~~4,000,000~~ - Products & Completed Operations Aggregate
- \$ ~~2,000,000~~ - Personal and Advertising Injury
- \$ ~~2,000,000~~ - Each Occurrence



- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: \$ 2,000,000 Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: \$ Ø Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract.
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: \$ Ø Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**Performance Security**

Amount required: \$ 100,189.00

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the County, only.
- 2) The security shall be deposited with the County no later than ten (10) working days following award of the Contract to Contractor.
- 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

**General Requirements:**

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, *The County, its officers, employees and immune contractors* as defined in





NRS 41:0307 shall be named as additional insureds for all liability arising from the Contract.

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the County, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the County and the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the County:

- 1) Certificate of Insurance: The Acor 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of



Contractor or its sub-contractors, employees or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County.



Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended; proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)



25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.



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

[Signature] 4/2/09  
Independent Contractor's Signature Date

V.P. ESTABLING  
Independent's Contractor's Title

[Signature]  
Signature - Chairman of the Board

APPROVED BY BOARD  
On April 6, 2009  
(Date)

Approved as to form by:  
[Signature]  
Eureka County District Attorney  
Attorney for the Board

On 6 APR 2009  
(Date)

ATTEST: [Signature]  
Clerk of the Board

On April 6, 2009  
(Date)

**ATTACHMENT A  
SCOPE OF SERVICES**

The following is a summary of work for responsibilities and duties related to Southern Folger.

Responsibility and duties to include but not be limited to:

See Attachment

DRAFT





Detention Equipment Company

4634 S. Presa Street  
San Antonio TX 78223-1000  
210-533-1231 Phone • 210-533-2211 Fax

March 10, 2009

Eureka County Jail  
701 South Main Street  
Eureka, NV 89316

PROJECT: Electronics Control System Replacement  
SFDEC Proposal #8132

In response to your request for quotation, we offer the following, utilizing the standard products of the Southern Folger Company:

I. Scope of Work

- A. In summary our proposal includes a new PLC system, replacement of two existing control panels with a new Touch Screen Station and upgrading the existing headend equipment. More specifically we are proposing replacing the existing control system as follows:
1. We will replace two control panels located in the control room with a single touch screen station. The touch screen that will be provided will be a 19" Industrial Panel Computer manufactured by Brocade Systems, Inc model # AFL-19. All filler panels required for patching locations of the existing control panels shall be provided by others. The existing three (3) remote control panels are assumed to be in good working condition and will be re-used.
  2. New VersaMax Programmable Logic Controllers (PLC) by GE Fanuc will be provided in the existing control console located in the control room. The PLC shall include all components and accessories required for a complete stand-alone controller system.
  3. Door control shall be accomplished by utilizing the SFDEC Door Control Interface Board model # 16810. We will provide control of twelve (12) swing doors and nine (9) sliding devices. Any additional devices shall be considered additions and shall be priced accordingly. Existing door/lock hardware that the electronic control system is to control is assumed to be in place and functioning correctly. Hardware that is found to be malfunctioning and/or missing shall be the responsibility of the facility to replace/repair.
  4. Intercom shall be accomplished by utilizing the SFDEC Dual Channel Audio Board model # IC1621. We will provide audio paths for eight (8) existing remote intercom stations. All field devices and field wire is assumed to be in good condition and will be re-used.

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5. The new Electronic Control System will include the integration of the existing lighting control system. We will re-use the existing lighting contacts and enclosures. Nine (9) dry contacts will be provided.
6. We will provide a total of twelve (12) dry contacts for camera call-up and three (3) for the VCR recording. All existing CCTV equipment is assumed to be in good working condition and will be re-used.
7. Four (4) miscellaneous audible alarms will be provided.
8. One (1) audible alarm for an existing door buzzer will be provided.
9. A small UPS will be provided in the control room for the PLC and touch screen station. The runtime for the UPS will be determined by SFDEC during the design phase.
10. Training for Operational and Administrative staff shall consist of one (1) four hour session.
11. Training for Maintenance staff shall consist of one (1) four hour session.
12. Unless otherwise noted, all existing device cabling and conduit is assumed to be in place and re-usable. If existing devices, cabling and conduit is found to be unusable, additional pricing will be provided to cover costs.
13. Engineering and shop drawings. Submittal shop drawings will be in electronic format (Adobe .PDF file)

B. Our bid specifically excludes:

1. Data Logging/Report Generation
2. Any products or services not specifically mentioned above.
3. All work required at the project site unless specifically included above.
4. All conduit/raceways
5. Conduit layouts and point to point wiring drawings.
6. All field wire/cable
7. Power relays for other systems (i.e. HVAC, Electrical, etc.) unless specifically included above.
8. Millwork or casework
9. Any sales or use taxes unless specifically included above.
10. Any samples, spare parts, mockups or repair kits unless specifically included above.
11. Any training, review, or demonstration services of materials at factory or job site unless specifically included above.
12. Any performance, payment, or supply bonds unless specifically included above.

II. Terms and Conditions:

- A. Due to the volatile nature of material & fuel costs, Southern Folger Detention Equipment Company can only honor pricing for thirty (30) days from the date of this quotation and thereafter will be subject to revision.
- B. Prices quoted to you are FOB San Antonio, Texas, with freight allowed to job site.
- C. We reserve the right to decline an order, in whole or in part, when the type or quantity of goods or credit worthiness of purchaser is not satisfactory to us.
- D. We reserve the right to partial billings after submittal and production phases.
- E. Contract Execution





1. Our proposal is based on execution of a purchase agreement, which will incorporate this proposal in its entirety. As a material supplier, SFDEC will not be bound by the General Conditions.
2. Your purchase order must include this quotation by reference, as well as our Standard Terms and Conditions, which are attached and are part of this quotation.
3. Deviations from these items could affect our proposed price.
4. We will require an executed purchase agreement from you prior to performing any work, including submittals.
5. Payment terms are net 30. 1 1/2% per month late charges will be applied. No retainage is allowed.

F. Warranty

1. Equipment and manufacturing workmanship are warranted against defects for a period of one (1) year after installation. Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, or lightning.
2. Field labor to detect problems, remove defective equipment, and reinstall new equipment or parts is not included under this warranty.

III. Pricing

Base Bid	\$107,452	Dollars
Add for Performance and Payment Bond	\$737	Dollars

If you have any questions regarding the above, please call me at (210) 531-4130.

Sincerely,

Southern Folger Detention Equipment Company  
A Division of Phelps-Territory, Inc.

  
Richard Fernandez  
Estimator - Electronics

CONFIDENTIALITY NOTICE: This letter and any attachments constitute confidential information, which is intended only for the named recipient(s) and may be legally privileged. Any disclosure, copying, distribution or the taking of any action concerning the contents hereof by anyone other than the named recipient(s) is strictly prohibited.





**Southern Folger Detention Equipment Company  
General Terms and Conditions of Sale**

All published prices are based upon the sale of material as merchandise. Additional charges may be made to cover the cost of unusual services, such as special packaging, engineering, overtime work, framing, rework or other special costs.

All material supplied only. Southern Folger Detention Equipment Company is not subject to the General Conditions of the Contract Documents.

**PRICES AND ACCEPTANCE:** All quotations are for immediate acceptance and are valid only for thirty (30) days from date of quotation, unless otherwise specifically stated in writing. It is agreed that in the event of a price increase, any material shipped later than one hundred eighty (180) days from acceptance of any order or contract will be billed at price in effect on the date of shipment. Sale of goods is not considered complete until the order is accepted by Southern Folger Detention Equipment Company.

**ADDITIONAL CHARGES:** Southern Folger Detention Equipment Company should be notified immediately of any error in the manufacture or shipment of products. Upon such notification, those products will be repaired or replaced at Southern Folger option. Southern Folger liability shall not exceed the cost of product replacement. Southern Folger Detention Equipment Company will not be responsible for any additional charges unless expressly agreed to in writing, prior to the work being performed.

**LIMITED WARRANTY:** Reflected in the purchase price of these components, Southern Folger Detention Equipment Company has included a 1 Year Limited Warranty against defects in materials and workmanship, except at the time of shipment.

A. **WHAT IS COVERED:** Defects in materials or workmanship of components manufactured by Southern Folger Detention Equipment Company, or supplied by Southern Folger Detention Equipment Company as a part of the order. Improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials do not constitute defects covered under this Limited Warranty.

B. **WHAT IS NOT COVERED:** Damage caused by defective or improper installation, improper storage during or following shipment from Southern Folger Detention Equipment Company's plants, misuse, neglect, fire, modifications not previously approved by Southern Folger Detention Equipment Company in writing, repairs or corrections undertaken without Southern Folger Detention Equipment Company's prior written consent, signal interference, deterioration caused by chemical action, wear caused by the presence of abrasive materials.

C. **REMEDIES AVAILABLE FROM SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY:** Liability under the Limited Warranty is limited to providing replacement components free of charge F.O.B. factory in San Antonio, Texas.

It is expressly understood by both parties that this is the entire extent of Southern Folger Detention Equipment Company's liability and Southern Folger Detention Equipment Company shall not be responsible for any other expense, damage, injury or loss, whether direct or indirect, and shall not be liable for any consequential damages of any kind arising from the use or inability to use Southern Folger Detention Equipment Company components, including, but not limited to, lost profits, consequential, increased cost of operations, business interruption or damages.

D. **OBTAINING WARRANTY SERVICE:** Within ten (10) days after discovery of a defect which you believe is covered under this Limited Warranty, notify Southern Folger Detention Equipment Company's Customer Service in San Antonio, Texas.

E. **DURATION:** This Limited Warranty is effective for covered defects discovered within the period of one year (12 months) from the date of shipment, provided that the notice provisions herein have been satisfied.

**SHIPMENT:** All prices are made F.O.B. factory, San Antonio, Texas, freight allowed to jobsite, unless otherwise indicated in writing. Southern Folger Detention Equipment Company's responsibility ceases when delivery is made to transportation company. If there are evidences of shortage or damage, insist that the transportation agent makes notations on shipping documents, before signing receipt. Any damage or shortage claims should be made immediately with the transportation company.

If, for any reason, Southern Folger Detention Equipment Company's customer fails to take delivery of finished goods and Southern Folger Detention Equipment Company is required to provide storage, all related costs will be the responsibility of the Buyer and will be an addition to Southern Folger Detention Equipment Company's contract.

**ESTIMATED DELIVERY:** A statement of a delivery date represents Southern Folger Detention Equipment Company's best estimate of the time necessary to complete the work. Failure to deliver within the time estimated will not render us liable for damages.

Southern Folger Detention Equipment Company shall not be liable for damages arising from failure to make delivery caused by fire, flood strikes, riots, labor disturbances, failure or delay of carriers, interference by civil or military authority, inability to obtain essential supplies, parts or materials, acts of God or any circumstances or accident beyond Seller's control.

**RETURNED GOODS:** Returned goods will not be permitted unless such return is authorized in writing by Southern Folger Detention Equipment Company.

**RESERVATION OF TITLE:** It is expressly stipulated and agreed that title and ownership of this property is and shall remain vested in Southern Folger Detention Equipment Company, notwithstanding delivery or possession, until the entire price is paid by cash in full.

**TAXES:** No taxes of any nature are included in our quotation unless specifically called out.

**SAFETY DEVICES:** Southern Folger Detention Equipment Company will supply only such safety devices as are specified in this proposal. Any additional safety measures or devices which may be required by law, or which you may wish to add, are to be furnished by you, or, at your written request, they will be furnished by us at additional cost to you.

**PAYMENT:** Southern Folger Detention Equipment Company is to receive payment within thirty (30) days from the date of invoice. **NO RETAINAGE ALLOWED.**

If payment is not received in the specified time period as outlined above, a 1.5 percent finance charge will be added to the unpaid balance per month until the balance is paid in full.

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

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



www.southernfolger.com



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/09


PRODUCER <b>Flood &amp; Peterson Ins. Inc.</b> P. O. Box 578 4687 W. 18th Street Greeley, CO 80632	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>Southern Folger Detention Equipment Co.</b> <b>Phelps-Tointon, Inc.</b> P. O. Box 2021 San Antonio, TX 78297	INSURER A:	Zurich North America
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL0297868109	12/31/08	12/31/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP297868209	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC427593004	12/31/08	12/31/09	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC297868009	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The County, its officers, employees and immune contractors are named as Additional Insureds.  
 Includes Waiver of Subrogation.

<b>CERTIFICATE HOLDER</b>  Board of Eureka County Commissioners P.O. Box 677 Eureka, NV 89316	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED <sup>am</sup> OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

## SCHEDULE

Name of Person or Organization:

The County, its officers, employees and immune contractors are named as Additional Insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section 11) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.





STATE OF NEVADA  
DEPARTMENT OF TAXATION

Capitol Complex  
Carson City, Nevada 89710-0003  
Telephone (702) 687-4892  
In-State Toll Free 800-992-0900  
Fax (702) 687-5981

BOB MILLER  
Governor  
May 8, 1992

JOHN P. COMEAUX  
Executive Director

Notice: To all persons holding seller's permits

Subject: Sales and Use Tax Exemptions:

Eureka County Recorder/Auditor  
P.O. Box 445  
Eureka, NV 89316

NRS 372.325, the Sales and Use Tax Act of Nevada, NRS 374.330, the Local School Support Tax Act, and NRS 377, when applicable, provide exemptions when specific criteria are met.

There are exempted from the computation of the amount of the sales tax the gross receipts from the sale of any tangible personal property to: 1. The United States, its unincorporated agencies and instrumentalities. 2. Any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States. 3. The State of Nevada, its unincorporated agencies and instrumentalities. 4. Any county, city, district or other political subdivision of this state. 5. Any organization created for religious, charitable or eleemosynary purposes, provided that no part of the net earnings of any such organization inures to the benefit of any private shareholder or individual.

Eureka County Recorder/Auditor is qualified for exempt status from Nevada sales and use taxes as provided by NRS 372.325, NRS 374.330 and NRS 377, when applicable. You shall sell to this organization tax exempt and take deduction as provided by Column C of the sales and use tax return. Detailed instructions are on the back of the return form.

This exemption applies only to direct sales to the governmental, religious, eleemosynary, or charitable organizations, on the sale of tangible personal property purchased by them for the organizations use, and is not extended to individuals, or contractors or lessors to or for such organizations.

Sincerely,

J. Craig Sweeney  
Deputy Executive Director

JCS:GFH/law

cc: District

88-6000080

