

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Windquest
District General Manager

Paul Navazio
Director of Finance

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly approve a sole source finding and a Short Form Agreement including replacement parts and repairs for Diamond Peak C950 Snowmaking Air Compressor – 2021/2022 Operating Expense; Fund: Community Services; Division: Ski; Account# 340.34.630.7510 - Repairs and Maintenance; Vendor: Cisco Air Systems. in the amount of \$71,680.13

DATE: November 1, 2021

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to:

A. Make the following sole source finding:

IVGID's purchase of a replacement parts, and professional services from Cisco Air Systems (Ingersoll Rand) is exempt from competitive bidding for the following reasons:

1. This purchase is for items which may only be contracted from a sole source (NRS 332.115.1.a). Cisco Air Systems (Ingersoll Rand) is the exclusive dealer for Ingersoll Rand Centrifugal Air Compressor Systems.
2. This purchase is for additions to and repairs and maintenance of equipment which may be more effectively added to, repaired or maintained by a certain person (NRS 332.115.1.C). Diamond Peak's snowmaking air compressor fleet is exclusively Ingersoll Rand which are sold exclusively by Cisco Air Systems Inc.
3. The equipment proposed for purchase, by virtue of the training of the personnel or of any inventory of replacement parts maintained by the local government is compatible with existing equipment (NRS 332.115.1.d).

Diamond Peak's Snowmaking centrifugal air compressor fleet of three are exclusively of the Ingersoll Rand manufacturer.

- B. Award a short form agreement including replacement parts and repairs for Diamond Peak C950 Snowmaking Air Compressor – 2021/2022 Operating Expense; Fund: Community Services; Division: Ski; Account # 340.34.630.7510 Repairs and Maintenance; Vendor: Cisco Air Systems Inc. in the amount of \$71,680.13.
- C. Authorize Staff to execute all purchase documents based on a review by Legal Counsel and Staff.

II. BACKGROUND

Diamond Peak operates and maintains three Ingersoll Rand Centac three stage centrifugal snowmaking air compressors, the largest of fleet is the C90 air compressor which provides 9,000 cubic feet of air per minute (cfm), the C950 provides 6,300 cfm, and the C45 provides 4,500 cfm for a total of 19,800 cfm to supply the air/water snowmaking system through 41,982 linear feet of steel pipe and 250 hydrants. The Centac C950 air compressor which is recommended for replacement parts and repair was installed at Diamond Peak in 2010 and supplies 32% of the ski area's compressed air capacity.

Recent vibration analysis (conducted annually and recently on October 22, 2021) by Cisco Air Systems technicians indicated the C950 air-end (stage 2) has a rotating vibration above and beyond the preset nominal operating values of the compressor. The compressor is currently inoperable until the repairs to the machine have been completed. Stage 2 of the machine was professionally disassembled on October 23, 2021 to identify the components and parts related to the failure and also to provide a proposed cost analysis of repairs and availability of components from the manufacturer.

It should be noted that the C950 has been in service for 5,000 hours and inspected annually by the manufacture's service technicians. Prior to this failure to the machine in stage 2 there has been no indications, reports or recommendations of repairs needed to aid Staff in planning and budgeting for this proposed repair to the C950 air compressor.

III. BID RESULTS

The proposed agreement, in compliance with NRS 332.115, is a sole source and Staff did not seek competitive bids for the proposed repairs to the air compressor.

IV. FINANCIAL IMPACT AND BUDGET

The estimated project expense based on a proposal provided by Cisco Air Systems to make the necessary repairs including complete testing and commissioning of the air compressor is \$71,680.13

A total of \$47,700 is included in the 2021/2022 Slope Maintenance – Repairs and Maintenance operating budget identified for repairs and maintenance of equipment not related to the proposed repairs to the C950 air compressor. To date, approximately \$24,822 has been expensed in Repairs and Maintenance of snowmaking equipment.

Estimated Project Expense

Description	Vendor	Amount
Replacement parts	Cisco Air Systems	\$40,105.13
Supplies / Safety fee	Cisco Air Systems	\$2,800.00
Transportation	Cisco Air Systems	\$725.00
Technician labor	Cisco Air Systems	\$28,050
Estimated Project Total		\$71,680.13

At this time, Staff is proposing to re-allocate funding from within the existing budget to cover this unplanned cost, and will monitor expenditures throughout the fiscal year. Should the need arise at a later date, Staff will return to the Board for consideration of any necessary budget augmentation.

V. ALTERNATIVES

The Board of Trustees could not award the contract and defer or eliminate the proposed project. Doing so will impact the compressed air capacity of the snowmaking system and limit the production capabilities of snowmaking at Diamond Peak.

VI. BUSINESS IMPACT

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments

- 1) Cisco Air Systems - air compressor repair proposal dated 10/29/2021
- 2) Ingersoll Rand – Diamond Peak – product inspection report
- 3) District - Short Form Agreement - between Cisco Air Systems and IVGID



214 27th Street
 Sacramento, CA 95816
 p. (800) 813-6763

Proposal	
Proposal Date 10/29/2021	Proposal Number Service Request - 1907716 (Pending)
Customer Number 6146	

SOLD TO:

Diamond Peak Ski Resort/ Incline Village *
 893 Southwood Blvd.
 Incline Village , NV 89451

SHIP TO:

Diamond Peak Ski Resort
 1210 Ski Way
 Incline Village , NV 89451

Contact:

Matt Melilli

PO Number	Order Date	Salesperson	Proposal Number
	10/29/2021	Dave Hall	Service Request - 1907716 (Pending)

Terms

Net 15

Mfg	Model	Serial #	Description	Quantity	Unit Price	Subtotal	Tax	Total
	C95055M3	C13099	CENTAC UNIT					
Description								
CB9502	ROTOR-C&B-C950-S2	1.00		1.00	\$1,862.85	\$1,862.85	\$0.00	\$1,862.85
22519961	PINION, C950/2ACII STAGE 2	1.00		1.00	\$19,067.43	\$19,067.43	\$0.00	\$19,067.43
00329771	KIT,GSKT,MAX/3S C1250/2A	1.00		1.00	\$2,077.71	\$2,077.71	\$0.00	\$2,077.71
00400606	KIT,BEARING-PLN,2A/2ND	1.00		1.00	\$2,469.71	\$2,469.71	\$0.00	\$2,469.71
67750752	KIT,SEAL,AIR/OIL-2ND-HP	1.00		1.00	\$3,915.43	\$3,915.43	\$0.00	\$3,915.43
68117647	BEARING-TH,THRUST 2ACII	1.00		1.00	\$10,497.14	\$10,497.14	\$0.00	\$10,497.14
85664902	KIT,ROTOR PACK,SMALL	1.00		1.00	\$214.86	\$214.86	\$0.00	\$214.86
TSF	TAXABLE SUPPLIES, HAZ & SAFETY FEE	1.00		1.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00
TC	TRUCK CHARGE	1.00		1.00	\$725.00	\$725.00	\$0.00	\$725.00
LABOR	LABOR	1.00		1.00	\$28,050.00	\$28,050.00	\$0.00	\$28,050.00
Total						\$71,680.13	\$0.00	\$71,680.13

Disassemble second stage.

Return second stage pinon assembly to factory for rework.

Reinstall pinon assembly.

Perform vibration analysis and adjust controls

Approximate time for repair completion 3 weeks ARO

Any other parts or labor required will be additional charges and performed only with customer approval.



214 27th Street
Sacramento, CA 95816
p. (800) 813-6763

Proposal	
Proposal Date 10/29/2021	Proposal Number Service Request - 1907716 (Pending)
Customer Number 6146	

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.
Fax# 916-444-7619 This quote is valid for 30-days.

PRODUCT INSPECTION REPORT

Customer: Diamond Peak Ski

RMA: 91545617

Compressor Model: C950

Serial Number: C13099

Date: 10/29/2021



Don Bauch
Engineer

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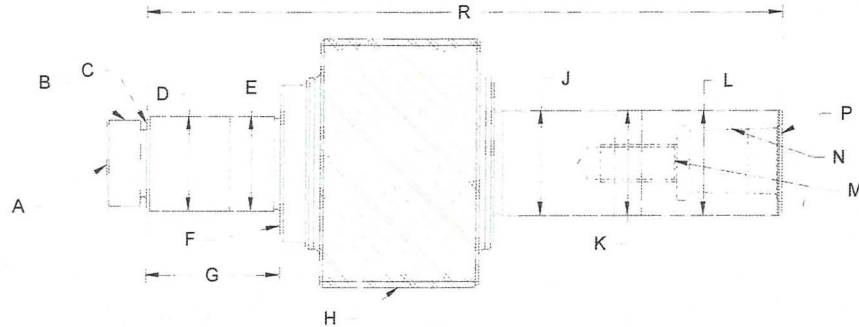
<u>Product Inspection Report Purpose</u>	Pg. 3
<u>2nd Stage Pinion</u>	Pg. 4
<u>2nd Stage Impeller</u>	Pg. 5

Product Inspection Report Purpose

The following Product Inspection Report is a recommended restoration to Original Equipment Manufacturer's standards of the Disassemble, Clean and Inspection results performed on the components.

2nd Stage Pinion

Description: Pinion	Recommended Disposition: ▶ REPLACE REPAIR USE AS IS RETURN TO VENDOR
Part Number: 22519961	
Serial Number: 21425	



Feature: Pinion

Disposition Remarks: Replace pinion due to scratched and seal rub on the pinion bearing journal

Engineering Note:

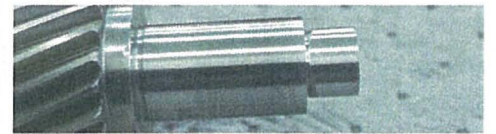
“GO” attachment pinions cannot be rechromed.



Pinion Overview



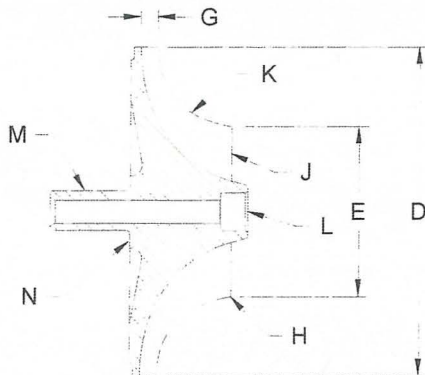
Gear Teeth



Bearing Journals

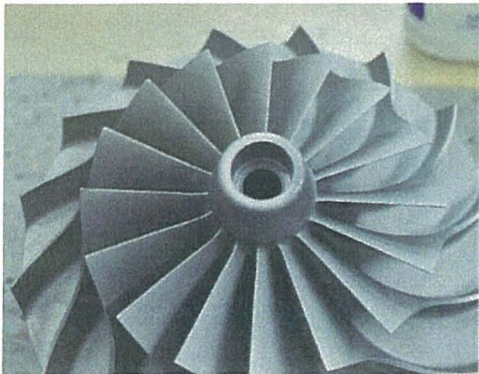
2nd Stage Impeller

Description: Impeller	Recommended Disposition: REPLACE REPAIR ► USE AS IS RETURN TO VENDOR
Part Number: 22520522	
Serial Number: 52719-6	

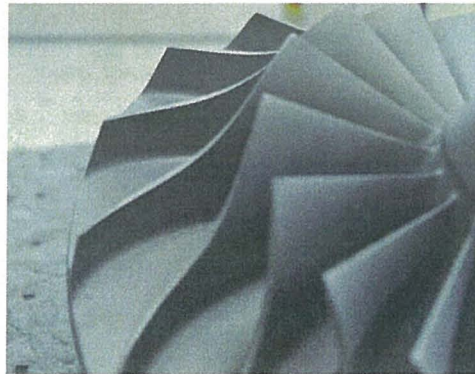


Feature: Impeller

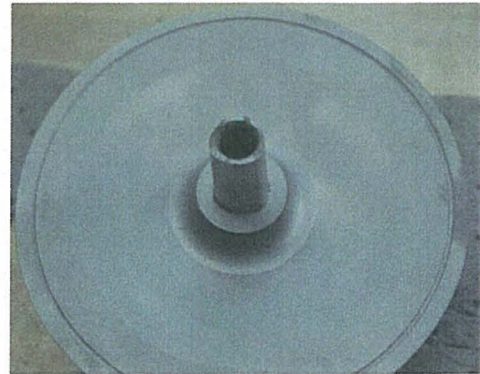
Disposition Remarks: The impeller is suitable for reuse.



Impeller Overview



Impeller Vanes



Impeller Rear

Remanufacturing & Technology Center

For more than 100 years, professionals have relied on Ingersoll Rand for quality and performance on the toughest jobs. Our advanced engineering and manufacturing have a standard of excellence often copied, but never matched.

The Ingersoll Rand Remanufacturing & Technology Center (RTC) provides services to support and maintain the reliability of your Ingersoll-Rand Centac, Turbo-Air, MSG, and oil-flooded and oil-free rotary compressors. As the original equipment designer and manufacturer, only Ingersoll Rand has complete access to all engineering data, design specifications, and upgrades associated with your compressor. Trust your equipment to the experts at Ingersoll Rand. We know how best to meet your requirements and ensure safe, reliable, and efficient operation for years to come.



SHORT FORM AGREEMENT
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
CISCO AIR SYSTEMS INC.
for
CONSTRUCTION SERVICES

This Agreement is made as of date between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **CISCO AIR SYSTEMS INC.**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of repairs to stage 2 of the Centac model # C95055M3 serial # C13099 snowmaking air compressor unit including start up commissioning, testing of the compressor machine at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, Washoe County, Nevada.

1.2 The Project will begin on or about November 11, 2021 and be completed by December 11, 2021.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 8, inclusive
- B. Contractor's proposal submitted on October 29, 2021
- C. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued to the

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.
- 3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.3 Working Hours

Working hours, including equipment “warm up,” shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.4 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.5 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.
- B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
1. Observations by Owner's representative;
 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 4. Use or occupancy of the Project or any part thereof by Owner;
 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 6. Any inspection, test, or approval by others; or
 7. Any correction of defective work by Owner.

4.6 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. Repair such defective land or areas; or
 2. Correct such defective work; or
 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including

but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.7 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which

are relevant to the execution of Contractor's duties on the PROJECT. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

A. Lump Sum. Owner shall pay Contractor for the Project as follows:

1. A Lump Sum amount of **Seventy One Thousand Six Hundred Eighty Dollars and Thirteen Cents (\$71,680.13)** ("Contract Price").
2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

A. Submittal and Processing of Payments:

1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may

make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
CISCO AIR SYSTEMS INC.
Agreed to:

By: _____
Mike Bandelin
General Manager
Diamond Peak

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

Contractor's address for giving notice:
Cisco Air Systems Inc.
214 27th street
Sacramento, California 95816
(800) 813-6763