



RESOLUTION No. 24-022

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A SERVICE CONTRACT BETWEEN THE COUNTY OF NEVADA AND OWEN EQUIPMENT SALES FOR HEAVY DUTY VEHICLES AND EQUIPMENT REPAIR FOR FISCAL YEAR 2023/24 WITH A NOT TO EXCEED AMOUNT OF \$80,000 AND DIRECTING THE AUDITOR CONTROLLER TO AMEND THE FLEET SERVICES FISCAL YEAR 2023/24 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Public Works – Roads Maintenance Division is in need of a Vactor Truck to replace equipment that surpassed their life cycle; and

WHEREAS, the purchase of a new Vactor Truck is not fiscally feasible at this time; and

WHEREAS, the Nevada County Sanitation District No. 1 (NCSD) transferred at no cost a surplus Vactor Truck to Roads Maintenance; and

WHEREAS, Public Works - Fleet Services Division is in need of a contractor for heavy duty vehicles and equipment repair that specializes in Vactor trucks; and

WHEREAS, Owen Equipment Sales can provide specialized parts and services to repair Vactor trucks for the County and is the approved dealer/repair shop in the area; and

WHEREAS, Purchasing Policy section 4.6(A) allows for a sole source procurement without a competitive process for a product or service which is the only product or service that satisfies a department's operational requirements, usually because of a technological, specialized, unique character, or proprietary nature; and

WHEREAS, a recent quote submitted by Owen Equipment Sales for one major repair order to restore the transferred Vactor Truck is \$51,426; and

WHEREAS, a Service Contract of \$80,000 is necessary to ensure this repair and other repairs can be provided by Owen Equipment Sales; and

WHEREAS, the term of the Service Contract between the County of Nevada and Owen Equipment Sales (Contract) will be in effect from January 9, 2024 through June 30, 2024, with a not to exceed Contract amount of \$80,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors:

1. Approves the Service Contract and authorizes the Chair of the Board of Supervisors to execute the Contract between the County of Nevada and Owen Equipment Sales for heavy duty vehicles and equipment repair.
2. Authorizes the Auditor-Controller to amend the Fiscal Year 2023/24 Budget as follows:

Increase
4291-92005-704-2000/520900 \$80,000.00
4291-92005-704-2000/430400 \$80,000.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of January, 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

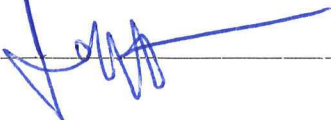
Absent: None.

Abstain: None.

ATTEST:

JEFFERY THORSBY
Clerk of the Board of Supervisors

By: _____



Hardy Bullock, Chair



**NEVADA
COUNTY**
CALIFORNIA

SOLE SOURCE AWARD REQUEST/ JUSTIFICATION FORM

NEVADA COUNTY PURCHASING DIVISION

Please complete the following questions based on the Department making the purchase.

Date:

TO: Desiree Belding, CPPO, CPPB Deputy Purchasing Agent

FROM: Fleet Services
(Requestor and Department)

RE: **REQUEST FOR:** ☐ **SINGLE SOURCE, NOSUBSTITUTE**
☒ **SOLE SOURCE**

ITEM and/or SERVICES to included DESCRIPTION:

Heavy Duty Vehicle and Equipment Repair

A request for a Single Source, No Substitute or Sole Source is required due to the following:

1. Function, compatibility
2. Chemical/Physical make-up
3. Must be identical because of (explain)
4. Exclusivity (proprietary- must include letter from Company that declares exclusivity)
5. Other: Explain: approved dealer/repair company in our area

Additional comments (Share your "Why"):

Vac truck repairs need to go to this company as it's a specialized piece of equipment and
Owen Equipment Sales is the approved dealer/repair company in our area.

Department Manager, CFAO or Director:

Desiree Belding,
Deputy Purchasing Agent: CPPO, CPPB

Alicia
Chaturvedula

Digitally signed by Alicia
Chaturvedula
Date: 2023.11.21 08:59:38 -08'00'

Digitally signed by Desiree
Belding, CPPO, CPPB
Date: 2023.12.01 15:26:08 -08'00'

Attachment B



ENVIRONMENTAL SALES • SERVICE • PARTS • RENTALS
 1085 HORIZON DR
 FAIRFIELD CA 94533
 (707) 422-2333 (707) 422-2444

Owen Equipment Sales
 PO Box 30640
 Los Angeles, CA 90030-0640
 (800) 992-3656

| Account# | Work Ord | Brc | Sls |
|----------|----------|-----|-----|
| C10092 | | 12 | 335 |

S A L E S O R D E R
E S T I M A T E

| Date | Time | Order # | Page |
|----------|-------|---------|------|
| 12-12-23 | 13:53 | 61759 | 1 |

Sold To: 000
 NEVADA COUNTY SANITATION
 950 MAIDO AVE

Ship To:
 NEVADA COUNTY SANITATION
 950 MAIDO AVE

NEVADA CITY

CA 95959

NEVADA CITY

CA 95959

Ship Via TBD

| | | | |
|---------------------|----------------------------------|--------------------------|----------------------------------|
| Entered By ingle | Customer Purchase Order QUOTE | Customer Contact JOSH | Ord Date 12-12-23 |
| | Equip ID | Customer Job # | Customer Phone # 530.432.2997 |

| Ord | Ship | B/O | Mfg | Part Number | Description | Bin | Unit Price | UM | Extended |
|-----|------|-----|-----|-------------|-------------|-----|------------|----|----------|
|-----|------|-----|-----|-------------|-------------|-----|------------|----|----------|

Prices do not include any shipping
charges

| | | | | | | | | | |
|-------|---|---|-----|-------|--------------------------------|--|-------------|--|-----------|
| 1 | 1 | Y | VAC | 48737 | BLOWER, 821, CCW ROTATION | | 33,845.61EA | | 33,845.61 |
| 1 | 1 | Y | VAC | 63169 | CYCLONE WELDMENT, BLOWER, 12GA | | 6,120.88EA | | 6,120.88 |
| 43.00 | | | SR | | SERVICE RATE | | 180.00 | | 7,740.00 |
| | | | SS | | SHOP SUPPLIES | | | | 193.50 |
| | | | ENV | | ENVIRONMENTAL CHARGE - SHOP | | | | 150.00 |
| | | | CA | | California Sales Tax | | | | 3,375.96 |

NO RETURNS WITHOUT RETURN GOODS AUTHORIZATION.

A RESTOCKING CHARGE OF 15 PERCENT WILL BE APPLIED ON ALL ITEMS ORDERED IN ERROR (20 PERCENT FOR SPECIAL ORDER PARTS).

NO REFUNDS ON RETURNS RECEIVED AFTER 180 DAYS FROM DATE OF SALE.

51,425.95

0.0

SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF OWEN EQUIPMENT.

NO GOODS RETURNED WITHOUT RETURNED GOODS AUTHORIZATION. A RESTOCKING CHARGE OF 15% (20% FOR SPECIAL ORDERS) WILL BE APPLIED ON ITEMS ORDERED IN ERROR AND RETURNED WITHIN 30 DAYS.

PAYMENT TERMS:
 PARTS INVOICES - NET 30 DAYS FROM DATE OF INVOICE
 EQUIPMENT SALES & RENTAL INVOICES - NET 10 DAYS FROM DATE OF INVOICE. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

Administering Agency: Nevada County Public Works, Fleet Services

Contract No. RES 24-022

Contract Description: **Heavy Duty Vehicle and Equipment Repair**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of January 9, 2024 by and between the County of Nevada, ("County"), and Owen Equipment Sales("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Eighty Thousand Dollars (\$80,000.00).**
3. **Term** This Contract shall commence on January 9, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law

or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the

requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

21. **Financial, Statistical and Contract-Related Records:**

- 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

22. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
25. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
30. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
Public Works, Fleet Department
Address: 12350 La Barr Meadows Road
City, St, Zip Grass Valley, CA 95949
Attn: Josh Hylinski, Fleet Manager
Email: fleet@nevadacountyca.gov
Phone: 530-470-2825

CONTRACTOR:

Name of firm
Owen Equipment Sales
Address 1085 Horizon Dr
City, St, Zip Fairfield, CA 94533
Attn: Russ Knight
Email: rknight@owenequipment.com
Phone: 707-422-2444

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA: LSV, Date: 02/04/20
By: _____

Printed Name/Title: Hardy Bullock, Chair of the, Chair, of the Board of Supervisors

By: Tine Mathiasen
Tine Mathiasen (Feb 5, 2024 11:08 PST)

Attest: Clerk of the Board of Supervisors, or designee

Contractor: Owen Equipment Sales

By: Earl Rose Date: 01/24/202
Earl Rose (Jan 24, 2024 19:51 PST)

Name: Earl Rose

* Title: President

By: James O Trumbo Date: 01/26/20

Name: James Trumbo

* Title: Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
Summary [Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

The contractor will provide heavy equipment repair, service and diagnostics at their facilities in Fairfield, California. Schedule of work performed on County equipment will be agreed upon by the Contractor and Nevada County Fleet Services. Any work performed must be approved by Nevada County Fleet Services personnel prior to the start of projects.

Nevada County may request to have the Contractor's Mobile Service Truck come to our shop at 12350 La Barr Meadows Road, Grass Valley, California or to one of our jobsites throughout Nevada County, California.

Work is to be completed in a timely manner. All work is to be clean and free of leaks. All work will be inspected by Nevada County Fleet Services shop personnel and must be approved prior to payment of invoices.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Public Works, Fleet Services Department
Address: 12350 La Barr Meadows Road
City, St, Zip Grass Valley, CA 95949
Attn: Josh Hylinski, Fleet Manager
Email: fleet@nevadacountyca.gov
Phone: 530-273-6117

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Payment Schedule

| | |
|--------------------------|------------|
| Parts & Supplies: | Per quotes |
| Service Shop Labor Rate: | \$180.00 |
| Mobile Rate: | \$180.00 |
| Freight: | TBD |

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Garage Liability:** Insurance covering property damage, bodily injury, products and completed operations occurring from garage business operations with limits no less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying

Page 12 of 15

Exhibit F

Professional Services Contract – Information Technology Security

Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
12. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
13. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
Attn: Fleet Services
12350 La Barr Meadows Road
Grass Valley, CA 95949

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name Owen Equipment Sales

Description of Services Heavy Duty Vehicle and Equipment Repair

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$80,000

Max Multi-Year Price: N/A

Contract Start Date: 1/9/2024

Contract End Date: 6/30/2025

Liquidated Damages: NONE

INSURANCE POLICIES

FUNDING:

| | |
|--|----------------------------------|
| Commercial General Liability (\$1,000,000) | 4291-92005-704-2000 |
| Automobile Liability (\$1,000,000) | Click or tap here to enter text. |
| Worker's Compensation (Statutory Limits) | Click or tap here to enter text. |
| Garage Liability (\$1,000,000) | Click or tap here to enter text. |
| Umbrella Policy (\$1,000,000) | |

LICENSES AND PREVAILING WAGES

Designate all required licenses: No Specific Licenses required

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Public Works Fleet Services Department

Address: 12350 La Barr Meadows Road
City, St, Zip Grass Valley, CA 95949
Attn: Josh Hylinski, Fleet Manager
Email: fleet@nevadacountyca.gov
Phone: 530-273-6117

CONTRACTOR:

Owen Equipment Sales

Address 1085 Horizon Dr.
City, St, Zip Fairfield, CA 94533
Attn: Russ Knight
Email: rknight@owenequipment.com
Phone: 707-422-2444

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐
Non- Profit ☐ Corp ☐
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐
Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other ☐

EDD Worksheet Required

Yes ☐ No ☐

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements