

ATTACHMENT II

CAPITAL PURCHASE AGREEMENT

County of Nevada, California

This Capital Purchase Agreement is made between the COUNTY OF NEVADA (herein "County"), and

RPM Tech Group, Inc.

(herein "Company"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Purchase Agreement of Rolba 3000 Self Propelled Snow Blower**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$554,500
(§3) **Contract Beginning Date:** 9/25/18 **Contract Termination Date:** 04/31/20
(§4) **Liquidated Damages:** n/a

NOTICE & IDENTIFICATION

(§5) **Company:** RPM Tech Group, Inc.
2220 Jean-de-Brébeuf Blvd.
Drummondville QC J2B 8A1 , Canada
County of Nevada: Department of Public Works- Road Division
950 Maidu Ave.
Nevada City, CA 95959

Contact Person: Brent Dorion
(778) 231-4577

e-mail: brent.dorion@rpmtechgroup.com

Contact Person: Joshua Pack
(530) 265-7059

e-mail: Joshua.pack@co.nevada.ca.us

Company is a: (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> DbA,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Company Worksheet Required: ☐ Yes ☒ No

HIPAA: Schedule of Required Provisions (Exhibit D): ☐ Yes ☒ No

ATTACHMENTS

Designate all required attachments:

Exhibit A: Equipment Price and Features
Exhibit B: Payment Information
Exhibit C: Warranty Information

Req'd	Not Req'd
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Administering Agency: Nevada County Department of Public Works – Road Maintenance Division

Contract Description: Capital Purchase of Rolba 3000 Self Propelled Snow Blower Equipment

CAPITAL PURCHASE AGREEMENT

This Capital Purchase Agreement ("Agreement") is made and entered into this _____ of _____ 20____, by and between RPM Tech Group Inc., a Canadian company ("Company") and The County of Nevada (County"), a political subdivision of the State of California..

1. **Equipment Purchase** County hereby agrees to purchase from Company the "Equipment" identified in the following "Equipment Description" and as consideration therefore, County agrees to the payment terms as expressed in Exhibit B.

EQUIPMENT Description and Specifications:

Rolba 3000 Self Propelled Snow Blower as defined in Exhibit A

Equipment Acceptance and Inspection Period:

Upon Delivery, County will inspect the Equipment and shall immediately notify the Company of any discrepancies between the delivered Equipment and this agreement as well as any issues with the Equipment in regards to being in good working order and repair. Equipment will not be deemed accepted until after the County accepts Equipment in writing.

2. **Training.** Company to provide four (4) days of on-site training to include full operational & mechanical training of the Rolba 3000 including but not limited to one certified equipment specialist. Company shall pay travel and all expenses and accommodations to Nevada County Facility at 12548 Loma Rica Drive, Grass Valley, California 95945. Training must be completed within 10 calendar days of Equipment Acceptance by County.
3. **Mechanical & Parts Support During Warranty Period.** Company to provide within 72 hours of notification by County via phone or in writing, a Rolba 3000 emergency technical technician for any mechanical or part issues at no additional cost to the County. Company shall also provide 24/7 emergency phone response during the warranty period. RPM Tech will be required to stock consumable, wearable, and all sensitive operational parts for the Rolba 3000 during its warranty period
4. **Mechanical & Parts Support After Warranty Period.** Company will provide the following services within 72 hours of notification by County via phone or in writing:
 - a. A Rolba 3000 technical on-site technician assistance for any mechanical or part issues County to pay \$1200/day plus expenses for travel, and lodging only at per diem rate for Northern California – Bay Area rates.
 - b. 24/7 emergency phone response at no additional change to the County.
 - c. Two on-site preventive maintenance service visits for an additional cost of \$15,000 per year. Preventative maintenance to include the following: One (1) spring service, prior to the Rolba being stored for the winter, and one (1) winter service, prior to the winter season storms. The winter service to include updated training for existing and new County staff.
5. **Mechanical Failure Support.** During the warranty period, should the equipment fail and not be able to be repaired within 72 hours, the Company shall provide at a discounted price suitable available equipment (Rolba 3000/RPM220 loader mounted snow blower) during the warranty period if your Rolba 3000 is down for more than 3 days during the warranty period.

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6. **Title to Equipment.** The Company represents that it owns all equipment described herein free and clear and that such equipment is free of all liens. The Company shall be responsible to ensure all equipment complies with applicable State of California codes, regulations, laws, etc., governing such equipment at the time of purchase. Title of equipment must be transferred to the County of Nevada and all Department of Motor Vehicle paperwork must be completed by the Company to ensure proper registration of equipment.
7. **Equipment Literature and Operations Manuals.** In connection to this purchase, Company shall provide to County written or electronic materials published or otherwise made available by Company with respect to the Rolba 3000, including without limitation, recommended spare parts lists, service and maintenance schedules, as-build drawings and schematics and such operations, training, service and repair manuals, including user manuals for the monitoring and control systems, as may be necessary or convenient to operate the Rolba 3000.
8. **Delivery:** Equipment must be delivered Freight on Board (FOB) to the following address:
12548 Loma Rica Drive
Grass Valley, CA 95949
If for any reason Company is unable to deliver the equipment within ten (10) days of the start of contract date County may declare this Agreement void. .
9. **No Waiver.** Waiver of breach or failure to enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.
10. **Warranties.** The warranty applicable to this equipment is from the manufacturer ZAUGG Ag EGGIWIL as defined in Exhibit C Company will honor the factory warranty, which begins upon delivery of the equipment and expires 18 months from delivery date and 12 months from equipment operation start date. If a breakage occurs on a component purchased from but not manufacture by RPM and that component is under warranty, RPM commits to assist the County during the warranty claiming process with the concerned manufacturer. Any warranty issue that may result in legal recourse will be resolved in the United States, State of California.
11. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction and venue for any dispute arising hereunder shall be exclusively in Nevada County, State of California.
12. **Entire Agreement.** This Agreement, including the terms and conditions referenced below, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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COMPANY:

COUNTY OF NEVADA:

Name:
Title:

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

Approved as to form by County Counsel

EXHIBIT A

Equipment Price and Features



September 10, 2018

Attention: Desiree D. Belding
County of Nevada
950 Maidu Ave
Nevada City, CA
95959

Dear Desiree Belding:

RPM Tech would like to offer Nevada County our 2018 Rolba 3000 Self Propelled Snow Blower. This Rolba 3000 would come complete with full on-site operational & mechanical training, as well as delivery to your yard site.

Zaugg Rolba R3000

- 6 cylinder 4 stroke engine, turbocharged, Cummins 589 HP QSX15 Tier 4 unit
- Battery main disconnect switch
- Rear fog light
- 24-12V convertor
- Tool kit
- Cabin and hood orange RAL2011

Options Included

- Joystick control
- Spare wheel and large winter tires 385/65 R 22.5
- Driver seat with A/R suspension and 3 point safety belt
- Passenger seat without suspension
- Radio 12V with Bluetooth
- Additional 2nd rotating light LED on roof
- Additional 2 working light LED on roof facing forward
- Rear working light LED
- Heated and power mirrors
- Curbstone mirror left
- 230 volt external pre-heater for coolant, hydraulic oil and diesel fuel
- Loading chute AK600 including impeller housing hydraulically turntable
- Overload clutch system instead of shear pins on both impeller and ribbon (extremely expensive, however, operator does not need to get outside the vehicle. Whereas with sheer pins, you would need to replace them outside of the vehicle)
- Steel cutting edge
- Curbstone deflector kit
- Single caster wheel 1 per side pneumatic 16 ply
- Lateral hydraulic inclination for blower head
- Cabin lift 27.56"

R.P.M. TECH INC.
184, Route 138
Cap-Santé (Québec) G0A 1L0
T : 418.285.1811 - F : 418.285.4289
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www.grouperpmtech.com

R.P.M. TECH INC.
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TOR TRUCK CORPORATION
5865 McLaughlin Road
Mississauga, Ontario L5R 1B8
T : 905.568.2028 - F : 905.568.0124
torinfo@tortruck.com
www.tortruck.com

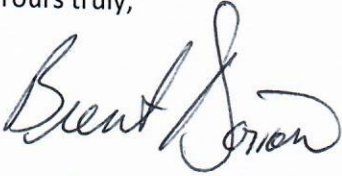
The 2018 Rolba come with a complete one year (1,500 hour) warranty from RPM Tech.

Price: \$544,000.00 USD

Freight: 5,000.00 USD

Training: 5,500.00 USD

Yours truly,

A handwritten signature in black ink, appearing to read "Brent Dorion". The signature is fluid and cursive, with the first name "Brent" being more legible than the last name "Dorion".

Brent Dorion

RPM Tech Group

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EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit "A"** and the terms and conditions of this contract above.

Equipment Acceptance and Inspection.

Upon Delivery, County will inspect the Equipment and shall immediately notify the Company of any discrepancies between the delivered Equipment and this agreement as well as any issues with the Equipment in regards to being in good working order and repair. Equipment will not be deemed accepted until after the County accepts Equipment in writing.

Upon written acceptance of Equipment, the Company shall invoice County for applicable cost of equipment, freight and training. The County provides that payments shall be due thirty (30) days after receipt by County in order to allow adequate time for the auditor to prepare a warrant.

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EXHIBIT C

Warranty Information

Garantieantrag
Warranty request
FO 2.6.1.e



Adresse des Antragsteller: Applicant's address:		Kunden-Nr. Customer No.		Adresse des Besitzers: Customer's address:	
PLZ/Postcode				PLZ/Postcode	
Marke/Trademark				Marke des Motors/Motor label	
Modell/Model				Motor Typ/motor type	
Serie Nr./Serial No.				Serie Nr./Serial No.	
Typen-Nr./Type No.				Modell Nr./Model No.	
Lieferdatum/Delivery date	Reparatur-Datum/Repair date		Betriebs-Std./Working hour		Vermerk/Memo
Schadenbezeichnung/Description of damage: (The description „defective“ is not sufficient)					
Bei welcher Arbeit eingetreten: During which work did it appear:					
Ursache nach Ihrer Meinung Presumed origin:					
Ausgeführte Reparatur: Carried out work:					
Arbeitsaufwand in Std. Labour		Auftrags-Nr Order No		Total CHF	
Artikel-Nr. Part No.	Bezeichnung Description		Menge Quantity		Stückpreis Price per piece CHF
Datum: Date:		Unterschrift des Antragstellers: Signature of applicant:		Unser Entscheid/Our decision:	
				<input type="checkbox"/> Normalgarantie/Standard warranty <input type="checkbox"/> Direktion/Management	
				<input type="checkbox"/> Kulanz/easygoing <input type="checkbox"/> Ablehnung/Refused	
				Vermerke, bitte offen lassen Please leave notice open	
				Entscheid Decision	
				Zeichen Sign	
				Gutschrift Nr. Credit note No.	
				Datum Date	
				Totalbetrag Total amount	

In addition our General conditions of sale and delivery are valid

Erstellt: 01.11.1999

Freigabe: 21.02.2002 swC:\Users\dbelding\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\8EZBDDXH\FO 2.6.1e Garantieantrag.doc

A. Warranty generalities

1. As a matter of principle, ZAUGG AG EGGIWIL will grant the warranty, only if the completed warranty recording card has been forwarded by the buyer before commissioning of the machine. For products without warranty recording card, a voucher has to be attached to the warranty request application form.
2. An absolute prerequisite for the acknowledgment of any warranty claim by ZAUGG AG EGGIWIL, is the immediate notification of the defect to ZAUGG AG EGGIWIL. Besides, for defect blames, the regulations of the Swiss obligation law are valid.
3. ZAUGG AG EGGIWIL undertakes to repair or replace free of charge, all components proved to be defective or unusable due to bad materials, wrong construction or imperfect execution.
4. The failures and defects for which the buyer claims a warranty must exclusively be repaired by ZAUGG AG EGGIWIL or their agent. ZAUGG AG EGGIWIL will only take over the costs arising from the repair or replacement of the defective parts. If the repair of the defective parts is not made in the workshop of ZAUGG AG EGGIWIL, ZAUGG AG EGGIWIL will grant the amount per working hour according to the standard rates valid at time. The calculation for the reimbursement of the repair time, will be made according to the standard working time of ZAUGG AG EGGIWIL and third suppliers.

A compensation for driving time, transport costs, shipping and customs charges, etc. will only be granted in some exceptional cases and if an agreement has been made beforehand.

5. No further claim against ZAUGG AG EGGIWIL, in particular for the replacement of machines and equipment, damages or cancellation of contract, will be entertained.
6. The buyer is not entitled to withhold payments which are due in case of warranty claims.
7. No warranty from ZAUGG AG EGGIWIL is given :
 - a) for damages originated by unacquainted maintenance, unacquainted repairs, wrong handling, excessive load, neglect of operating instructions or accidents;
 - b) if different lubricants as those prescribed by ZAUGG AG EGGIWIL are used;
 - c) for damaged parts on which modifications were performed without the written approval from ZAUGG AG EGGIWIL;
 - d) for damaged parts on which repairs or modifications were performed by the user without the written approval from ZAUGG AG EGGIWIL;
 - e) in case of deficiency for which the buyer did not take any measure to limit the damage;

- f) by wear in the normal course of use; on wear parts
 - g) if attachments are being used which have not been accepted in writing by ZAUGG AG EGGIWIL for the corresponding application (operating instruction)
 - h) if other parts than original spare parts are being used
8. For third-party components, the liability of ZAUGG AG EGGIWIL is limited to the guarantee period and warranty conditions of the respective subcontractor.
9. The warranty period includes 12 months, unless something else has specifically been determined. It starts at the day of delivery to the end user. In any case, it ends 18 months after delivery, ex works.

B. Warranty settlement

For the settlement of a particular warranty case, the following conditions must be fulfilled :

1. The warranty request application form must be submitted immediately after repair, however, at latest within 30 days. Late incoming warranty requests will exceptionally be considered by ZAUGG AG EGGIWIL after judgement.
2. The warranty request application form must be entirely completed. Incomplete warranty requests cannot be accepted by ZAUGG AG EGGIWIL and will be returned to the sender.
3. All defective parts must be forwarded together with the warranty request application form. Warranty requests can only be treated by ZAUGG AG EGGIWIL once they are in possession of the defective parts.
4. If the warranty case is accepted by ZAUGG AG EGGIWIL, the inquirer will obtain a credit note
 - a) for the replaced parts
 - b) for the spent working time, according to the standard time of ZAUGG AG EGGIWIL or third suppliers. Expenditures for a complete working hour will only be reimbursed for small implements.
5. The credit note for the replaced parts, is based on the current sales prices valid at the day of issue, less the usual discount.
6. If it concerns a warranty request for foreign products, the request will be forwarded to the producer. After decision of the same, the corresponding credit note will be granted to the applicant by ZAUGG AG EGGIWIL.
7. Queries about delivered warranty requests will only be possible during 12 months.

Eggwil, November 1999