

EQUIPMENT AND SERVICES CONTRACT

COLLECTIONS PULL RIG PROJECT

This EQUIPMENT AND SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Idaho Truck Specialties, LLC DBA Cobalt Truck Equipment (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain Collections Pull Rig ("Equipment and Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor may provide the Equipment and is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Equipment and Services; and

WHEREAS, OC San selected Contractor to provide the Equipment and Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on February 26, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work
Exhibit "B" – Fee Proposal
Exhibit "C" – Determined Insurance Requirement Form
Exhibit "D" – Performance and Payment Bonds
- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Equipment and Services by OC San.
- 1.5 Work Hours: The work required under the Contract may include normal business hours, evenings, and weekends. All work or meetings with OC San staff shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m.

- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Equipment and Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall provide the Equipment and Services identified in Exhibit "A" and consistent with Exhibit "B", in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the Work to be performed; (b) it understands the equipment, difficulties, and restrictions of the Work under this Contract; and (c) it has examined the equipment and is aware of all conditions of the Work. Should Contractor discover any latent or unknown condition materially differing from those inherent in the Work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The Equipment and Services for the first Collections Pull-Rig Equipment (Unit) shall be completed within three hundred sixty five (365) calendar days from the effective date of the Notice to Proceed.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to two (2) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
 - 3.2.1 If activated on the first optional year renewal, the Equipment and Services for the second Collections Pull-Rig Equipment (Optional Unit) shall be completed within three hundred sixty five (365) calendar days from the effective date of the Notice to Proceed.

3.2.2 If activated on the second optional year renewal, the Equipment and Services for the third Collections Pull-Rig Equipment (Optional Unit) shall be completed within three hundred sixty five (365) calendar days from the effective date of the Notice to Proceed.

3.3 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

4.1 As compensation for the Equipment and Services for the first Collections Pull-Rig Equipment (Unit) provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Hundred Forty Seven Thousand Six Hundred Twenty One Dollars (\$247,621.00).

4.2 Optional Units: As compensation for the Equipment and Services for the two (2) optional Collections Pull-Rig Equipment (Optional Unit) provided under this Contract, OC San shall pay Contractor a total amount not to exceed Four Hundred Ninety Five Thousand Two Hundred Forty Two Dollars (\$495,242.00), as itemized below.

4.2.1 The second Optional Unit is for a total amount not to exceed Two Hundred Forty Seven Thousand Six Hundred Twenty One Dollars (\$247,621.00). OC San may exercise this Optional Unit on the first optional year renewal.

4.2.2 The third Optional Unit is for a total amount not to exceed Two Hundred Forty Seven Thousand Six Hundred Twenty One Dollars (\$247,621.00). OC San may exercise this Optional Unit on the second optional year renewal.

4.3 At its sole discretion, OC San will determine to exercise the Optional Unit. OC San will issue a Notice to Proceed (NTP) to the Contractor to exercise the Optional Unit prior to it taking effect. OC San shall have no obligation to exercise the Optional Unit nor to give a reason if it elects not to exercise the Optional Unit.

4.4 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

4.5 For purposes of adjusting the Unit Prices agreed to by the Parties in Exhibit "B", Unit Prices may be adjusted annually based on the Consumer Price Index (CPI) for Nevada as of November of each year published by the United States Department of Labor, Bureau of Labor Statistics. Adjustments will only be reviewed on an annual basis. The annual adjustments shall not exceed 3.5%.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" and as specified in Exhibit "B", thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Equipment and Services have been satisfactorily completed.

5.2 If required, from each progress payment OC San shall retain five percent (5%) of the funds due the Contractor to assure satisfactory completion of the Contract. The cumulative amount retained as retention amounts shall be retained by OC San until the final payment, and shall not exceed 5% of the Contract Price as amended or adjusted by Change Orders, if applicable.

- 5.3 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

6.6 Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.

6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.

6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.

6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Safety Regulations.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local safety regulations including OSHA and Cal/OSHA regulations, while working at OC San locations. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A."
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
12. **Bonds.** Prior to entering into the Contract, Contractor shall furnish bonds (attached hereto in Exhibit "D"). The bonds shall be one in the amount of one hundred percent (100%) of the total Contract amount of the first Collections Pull-Rig Equipment (Unit), to guarantee the faithful performance of the work (Performance Bond), and the other in the amount of one hundred percent (100%) of the total Contract amount of the first Collections Pull-Rig Equipment (Unit), to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.

Prior to starting the Work of any Optional Unit, Contractor shall furnish bonds (attached hereto in Exhibit "D"). The bonds shall be one in the amount of one hundred percent (100%) of the total Contract amount of the Optional Unit, to guarantee the faithful performance of the work (Performance Bond), and the other in the amount of one hundred percent (100%) of the total Contract amount of the Optional Unit, to guarantee payment of all claims for labor and materials furnished (Payment Bond). Work may not begin on any Optional Unit until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.

13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or

process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under the Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

14. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
15. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
16. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Equipment and Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
21. **Regulatory Requirements.** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including,

but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.

22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Equipment and Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
24. **Warranties.**
- 24.1 Manufacturer's standard warranty and Contractor's standard warranty shall apply. All manufacturer warranties and Contractor warranties shall commence on the date of acceptance of the Work as complete by the OC San Project Manager or designee.
- 24.2 In addition to the warranties stated above, the following Contractor's Warranty (Guarantee) shall apply: If within a one (1) year period of completion of all work specified in Exhibit "A" and as itemized in Exhibit "B", OC San informs Contractor that any portion of the Equipment or Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
25. **Dispute Resolution.**
- 25.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 25.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

26. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the Equipment and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Equipment and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
27. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
28. **Termination.**
- 28.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 28.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 28.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 28.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
29. **Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
30. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder.

Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

31. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
32. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
33. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.
34. **Notices.**
 - 34.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San:	Ludwig Lapus Principal Contracts Administrator Orange County Sanitation District 18480 Bandilier Circle Fountain Valley, CA 92708 llapus@ocsan.gov
Contractor:	Onecimo Coronel Territory Manager Idaho Truck Specialties, LLC DBA Cobalt Truck Equipment 1607 Industrial Road Las Vegas, NV 89102 ocoronel@cobalttruck.com
 - 34.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
35. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
36. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.

37. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

IDAHO TRUCK SPECIALTIES, LLC DBA COBALT TRUCK EQUIPMENT

Dated: _____

By: _____

Print Name and Title of Officer

LL:tk

EXHIBIT “A”

SCOPE OF WORK

EXHIBIT "A" **SCOPE OF WORK**

COLLECTIONS PULL RIG PROJECT

Orange County Sanitation District (OC San) is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for 2.6 million residents and businesses in Orange County, California. OC San operates two treatment plants: Plant No. 1, located in the City of Fountain Valley, and Plant No. 2, in the City of Huntington Beach. Each day OC San treats approximately 185 million gallons of wastewater. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. OC San operates and maintains about 388 miles of sewer pipelines with 4,500 manholes and 15 pump stations throughout the county, all of which convey flows to the treatment plants.

1. BACKGROUND/OVERVIEW

OC San's wastewater collection system uses mechanical equipment to remove grit and debris from the sewer system. The mechanical equipment consists of cabled tires ranging from 15 to 48 inches and is tethered to a custom-built vehicle with a heavy-duty winch and cable system. This custom-built equipment is labeled as a Pull-Rig by OC San. The typical operation of a Pull-Rig consists of lowering the tethered tire into the sewer pipe through a manhole opening and allowing water to back up and push the tire downstream. The tire is retrieved at the downstream manhole location by another piece of equipment. The cable on the Pull-Rig is then retrieved. The operation also consists of retrieving the cable with the tire attached and the full load of the water column, thus necessitating the capacity of the winch system.

The units currently in service employ a Braden HP50B #06071 planetary winch and a supplemental capstan #03551 with approximately 3,000 feet of 3/8" wire rope. The winch system is the primary reason for this custom-built body attached to a 2013 Ford F-650 chassis. The chassis engine power take-off supplies hydraulic power. The winch system features two speeds and is designed with a free spool option and a manual braking system. Operator controls are to be mounted at the vehicle's rear so that the operator can control the unit by standing at ground level. The units in service can handle 23,000 lbs. of pull on the cable.

2. CURRENT PULL RIG CONFIGURATION (GENERAL)

The most recent truck chassis is a 2013 Ford F-650, 158-inch WB with PTO. Safety lighting is included in the front grill and sides of the cab. Mounts for tools and traffic cones are located on the truck's front bumper.

Existing trucks utilize a main winch and a planetary capstan drive powered by a hydraulic power unit (PTO driven). The existing winch system is:

1. Rear center mount, Braden HP50B planetary winch #06071, including optional flange extensions and a manual cable guide

2. Capstan drive: Braden planetary capstan drive #03551 includes a #81239 capstan head (7" ductile iron) includes hydraulic controls
3. Rear winch brake controls (manual)
4. A chassis-mounted rear winch (12vdc 9000#) with four-way roller fairlead is mounted under the frame, behind the rear bumper; access slots are placed in the rear bumper to allow the use of the rear bumper-mounted winch
5. A rear-facing operator station is located behind the main winch system, allowing the operator to control the winch, manual cable winding, and braking of the winch system
6. The main winch has two (2) operational speeds. LOW: 0-20 fpm, used to launch/hole a tire in a sewer pipe and reposition a loaded tire. AND HIGH: 40-60 fpm, used to recover the unloaded cable from the sewer pipe to the truck main winch; rated for continuous duty at all speeds without the possibility of overheating

The rear deck of the Pull Rig consists of the auxiliary power unit, a 25-light arrow board, safety lighting, work lighting, storage compartments, a rear-facing operator station used to control winch operations, and a rear-mounted A-frame mast used in conjunction with the main winch system to launch/recover the cable. Mounted in the rear of the bumper is an electric winch rated at 9000 lbs. for incidental work, separate from main winch operations.

3. DESIRED CONFIGURATION & FEATURE IMPROVEMENTS

OC San desires to make changes to the existing Pull Rig configuration to improve safety or operability. A detailed list of desired changes is summarized here at a high level.

A. REAR UNIT POWER SYSTEM

1. OC San desires to review alternative power options for the rear hoist unit, such as hybrid-electric technology.
2. OC San can accept a solution where the alternative power unit is driven by an auxiliary engine (49hp or less).

B. OPERATOR STATION

1. OC San desires to place the operator station in a safe location, which may require relocating it and/or installing machine guarding.
2. OC San desires to utilize a wireless/wired pendant control for pull rig operation, including a safety shutdown.
3. An additional emergency shutdown control shall be mounted on the truck frame, accessible by staff during Pull Rig operation.
4. The operator shall have full control over pay-out/pay-in winch speed.
5. An OPERATOR PANEL shall be provided with indicators at a minimum for hydraulic/auxiliary system pressure, temperature (if provided), winch speed, cable length (deployed), and winch load (pull) if available; other operating parameters may be displayed as well. The OPERATOR PANEL shall be located to reduce staff exposure to vehicular traffic if the operator station is relocated from the rear center section of the truck.

6. The hydraulic/auxiliary power unit shall have appropriate alarms and shutoff points pertaining to temperature, torque, and pressure, allowing for operator notification if temperature or pressure becomes too high and shutting down the system if necessary.

C. WINCH/CAPSTAN SYSTEM:

1. The winch/capstan system shall incorporate a brake system (or equivalent) that allows full braking against the tire's pull, controllable by the operator.
2. Supplementary MANUAL braking shall be included to prevent "free spooling"
3. The winch system desires to incorporate an auto-winder mechanism configured with a manual mode to allow operator control as needed.
 - a. Auto-winder must be in common use for this application.
 - b. OC San prefers that the auto-winder be removable while allowing for manual winding operation (the intent is to allow the truck to be used if the auto-winder requires repair/replacement).
4. The winch system shall be configured to prevent a fouled cable (bird-nesting) during normal operation.
5. If necessary, a safety cage may be installed around the winch/capstan; no single removable component shall weigh more than 25 lbs. if constructed of multiple pieces or 30 lbs. if constructed of a single piece. The safety cage shall be easily removable by a single person, requiring no tools to remove it. All moving parts shall be guarded appropriately to prevent operator injury.
6. The winch system shall include a dynamometer or other load monitoring system capable of indicating the actual load (force) from the load (tire) during operation.
7. Speed control for the main winch system (forward & reverse / high/low speed) is desired
8. Main winch system and cable to be sized appropriately to meet calculated loads for sewer line cleaning activities
9. Rear bumper-mounted winch shall be easily accessible for maintenance service (pull-out tray or panel accessible)
10. Drains if provided, shall be piped to the rear of the truck bed

D. CAB/CHASSIS

1. Rear or front/rear hydraulic outriggers/vertical stabilizers may be added to the truck design to provide stability or improve load capacity
2. Vehicle length should not exceed current vehicle length (V0619)
3. Reroute the factory exhaust system vertically above the cab with heat shielding extending past the cab, venting all vehicle/power unit exhaust away from the technician's breathing zone
4. All truck traffic safety lighting shall comply with DOT and CA title 13 requirements
5. A 25-lamp traffic advisor (arrow board, 180-degree rotation) shall be mounted at the truck cab, and controllable from the cab.

6. Four (4) grill-mounted LED flashing lights shall be mounted at the front of the truck, two (2) LED flashing lights shall be mounted at the rear of the truck, six (6) LED flashing lights shall be mounted on the sides of the truck (3 per side). Amber color.
7. Supplemental LED area lighting shall be provided at the rear of the vehicle and focused on the rear deck and behind the vehicle illuminating the area for operator safety.
8. Traffic cone racks shall be mounted to the front corners of the truck, capable of carrying ten (10) traffic cones each for a total of twenty (20) traffic cones and shall not impede the function of the engine compartment hood.
9. Diamond Plate Overlay Deck is preferred for the rear truck bed section
10. Structural Subframe to support Main Winch and "A" Frame Boom shall be sufficient to meet calculated loads
11. The rear unit shall provide watertight equipment/storage cabinets on both the curb and street side of the vehicle
12. Steps and handrails shall be installed to assist the operator in climbing into the rear deck area
13. Install a 5-gallon hand wash station which provides gravity fed water supply.
14. If the Operator station is removed from the main winch area, OC San desires to utilize this space to support truck operations (i.e. tool storage, traffic control storage, tire storage, ...). The proposal shall include options for this area if it becomes available; a containment frame 4 inches high, capable of containing water runoff, shall be included if this feature is proposed
15. A rear under-deck mounted winch, 9,000 lbs. line pull 12 Volt Power, Pendant Remote Control Removable, and back-up hard switch. A second unit is desired with cable routing overhead to support other supplementary work. Non-metallic rope is desired.
16. Roller Fairlead, 95' 3/8" cable
17. 10 K Pintle Hitch & 7-way flat Receptacle Plug, 5 Pin and 4 Pin
18. Finish Paint Black

E. SAFETY

1. Driveline Traction Control
2. Side Impact Beams
3. Dual Stage Driver and Passenger Seat-Mounted Side Airbags
4. Dual Stage Driver and Passenger Front Airbags w/Passenger Off Switch
5. Safety Canopy System Curtain 1st Row Airbags
6. Outboard Front Lap and Shoulder Safety Belts including Height Adjusters

4. PROJECT SCHEDULE

The Contractor shall commence performance of the SOW upon the date specified in the Notice to Proceed (NTP) issued to the Contractor. The Contractor shall adhere to the following milestone duration in creating the project schedule for completing the SOW. The

Contractor shall submit a schedule to the OC San Project Manager for review and approval. The Contractor shall coordinate and submit any updates or revisions to the project schedule to the assigned OC San Project Manager for review and approval.

Milestone	Description Milestones	Duration	OC San Review	Cumulative Calendar Days
1	Notice to Proceed (NTP)/Kick-Off Meeting	NTP		
2	Submit Project Schedule / Pull-Rig Build Design for OC San review and approval (Included in Item 1 of Exhibit "B")	15 calendar days from NTP	15 calendar days	30 calendar days
3	Transport of chassis from OC San to Contractor's facility (Included in Item 1 of Exhibit "B")	30 calendar days from NTP	0 calendar day	30 calendar days
4	Progress Meeting	30 calendar days from NTP	0 calendar day	30 calendar days
5	Production and Installation of Custom Platform Body, ICC bumper/ Class V receiver hitch combo, and 7-way / 4-way combo trailer plug (Items 1, 2 and 3 of Exhibit "B")	60 calendar days from NTP	15 calendar days	95 calendar days
6	Installation of Hydraulic System, and Tandem Pump/PTO winches (Items 4 and 5 of Exhibit "B")	125 calendar days from NTP	15 calendar days	140 calendar days
7	Installation of Braden HP50B #06071 Hydraulic Winch and (2) 9,000 lb Electric Winches (Items 6 and 7 of Exhibit "B")	170 calendar days from NTP	15 calendar days	185 calendar days
8	Installation of 25 Light, 12 pattern 12v Arrow board, multi-strobe system, 8 Federal Signal, (2) 12v LED flood lights on cab protector, and (2) 12v LED flood lights on rear of the body on mounting bracket (Items 8, 9, 10, 11, and 12 of Exhibit "B")	215 calendar days from NTP	15 calendar days	230 calendar days
9	Installation of Samlex 2000W Inverter mounted in LV1, Electrical power strip, 110v GFI electric outlet, (2) Traffic Cone Carriers, and 5g Hand wash station (Items 13, 14, 15, 16 and 17 of Exhibit "B")	260 calendar days from NTP	15 calendar days	275 calendar days
10	Progress Meeting	275 calendar days from NTP	0 calendar day	275 calendar days
11	Functional Testing / Demonstration (Contractor and OC San Joint Initial Inspection)	290 calendar days from NTP	0 calendar day	290 calendar days
12	Contractor to resolve punch list items	320 calendar days from NTP	15 calendar days	335 calendar days
13	Commissioning / Final Testing (Contractor and OC San Joint Final Inspection)	335 calendar days from NTP	0 calendar day	335 calendar days
14	Transport of Completed Pull Rig Truck from Contractor's Facility to OC San (Item 18 of Exhibit "B")	350 calendar days from NTP	0 calendar day	350 calendar days

Milestone	Description Milestones	Duration	OC San Review	Cumulative Calendar Days
15	Demonstration and Orientation Training of OC San Personnel (Item 19 of Exhibit "B")	350 calendar days from NTP	0 calendar day	350 calendar days
16	Submit As-Built Design Drawings / Product, Operation, and Maintenance Manuals (Item 20 of Exhibit "B")	350 calendar days from NTP	15 calendar day	365 calendar days
17	Final Completion	365 calendar days from NTP		

5. CONTRACTOR REQUIREMENTS

The Contractor shall have successfully built at least three (3) pieces of equipment similar to this project over the last seven (7) years. The Contractor shall provide references and associated documentation of past projects demonstrating competency and experience.

The Contractor's supervisors must be qualified to perform the work and have a minimum of five years of experience in similar work. The Contractor's supervisor(s) and staff must be able to communicate both verbally and in writing with OC San staff. The Contractor and its Subcontractor(s) shall follow and ensure their employees follow all Federal, State, and local safety regulations including OSHA and Cal/OSHA regulations, as applicable.

6. OC SAN CONTACT PERSON

The Contractor shall be assigned a single point of contact for this Contract ("OC San Project Manager"). Any meetings and/or correspondence related to this Contract shall be scheduled and approved by the OC San Project Manager or designee. OC San equipment and labor, except for OC San's Project Manager or designee to monitor the work, shall not be utilized at any time by the Contractor.