

GENERAL SERVICES CONTRACT
Inspection & Certification of Overhead Hoists & Cranes
Specification No. S-2024-615BD

This GENERAL 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 Trademark Hoist, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for the inspection and certification of overhead hoists and cranes ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor 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 Services; and

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

WHEREAS, on September 4, 2024, OC San's Operations Committee, 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" – Bid
 - Exhibit "C" – Determined Insurance Requirement Form
 - Exhibit "D" – Contractor Safety Standards
 - Exhibit "E" – Human Resources Policies
- 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 Services by OC San.
- 1.5 Work Hours: All work shall be scheduled Monday through Thursday, between the hours of 6:30 a.m. and 4:00 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 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 perform the Services identified in Exhibit "A" 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; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. 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 Services 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 four (4) 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.
- 3.3 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 Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Hundred Sixty-Nine Thousand One Hundred Eighty-Eight Dollars and Forty Cents (\$169,188.40).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" 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 Services have been satisfactorily completed.
- 5.2 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 The 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. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
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.** (Not Used)
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 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 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 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 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.** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 24.1 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A", OC San informs Contractor that any portion of the 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. **Liquidated Damages.** (Not Used)
27. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods 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 goods 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 goods and Services and the Contract price, together with any incidental or consequential damages.
28. **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.

29. Termination.

29.1 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.

29.2 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.

29.3 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.

29.4 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.

30. 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.

31. 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.

32. 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.

33. Survival. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

34. **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.

35. **Notices.**

35.1 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: Jackie Lagade
Purchasing Supervisor
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
jlagade@ocsan.gov

Contractor: Mike Mendoza
President
Trademark Hoist, Inc.
1369 Ridgeway Street
Pomona, CA 91768
MikeM@trademark-hoist.com

35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

36. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

37. **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.

38. **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: _____
Pat Burns
Chair, Operations Committee

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

TRADEMARK HOIST, INC.

Dated: _____

By: _____

Print Name and Title of Officer

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EXHIBIT A
SCOPE OF WORK
For
Inspection & Certification of Overhead Hoists & Cranes

EXHIBIT A
SCOPE OF WORK
INSPECTION & CERTIFICATION OF OVERHEAD HOISTS & CRANES
SPECIFICATION NO. S-2024-615BD

1 Purpose

This Scope of Work (SOW) describes the inspections and certifications required by the State of California for the Orange County Sanitation District's (OC San's) various hoists and cranes. OC San's hoists and cranes are located within Reclamation Plant 1 (Plant 1), Treatment Plant 2 (Plant 2), and at eleven (11) remote Pump Stations throughout Orange County.

2 Description

The Contractor shall inspect and certify the equipment listed in the attached Crane List (Appendix A). This inspection and certification must strictly adhere to the requirements outlined in Title 8 of the California OSHA regulations.

The specific requirements for each type of equipment are provided below. However, the listed requirements are not intended to be an exhaustive list of all OSHA-required inspections. The inspection program shall be based on the applicable sections of CAL-OSHA, ANSI B30.2, B30.11, B30.16, B30.17, and B30.5. The Contractor is responsible for ensuring that all tasks necessary for certification are completed even if they are not explicitly listed below.

2.1 Quarterly Inspection & Maintenance of Overhead Hoists & Cranes

The routine, quarterly maintenance, and inspection of the overhead hoist and cranes will include, but will not be limited to the following, per Section 5031, Article 100, Title 8 of the California OSHA:

- 2.1.1 Lubricate machine elements and accessories according to the manufacturer's specifications.
- 2.1.2 Inspect all equipment's lube, oil, and reservoir levels and add oil or lubricant as required.
- 2.1.3 Visually inspect cables, sheaves, and drums for wear, proper condition, and lubrication.
- 2.1.4 Inspect load blocks and hooks for distortion and excessive wear.
- 2.1.5 Inspect hoist, trolley frames, catwalks, and handrails for loose bolts, broken parts, misalignment, and broken welds.
- 2.1.6 Open control boxes and check all contacts for wear and adjust as required.
- 2.1.7 Inspect safety equipment and accessories (e.g., limit switches) for proper operation and adjust as required.
- 2.1.8 Inspect motors, couplings, and external wiring for wear and deterioration.
- 2.1.9 Inspect accessory equipment for general condition.
- 2.1.10 Inspect end stops, rail sweeps, drop lugs and shock absorbing bumpers.

- 2.1.11 Visually inspect control functions on variable and/or single speed cranes (push buttons and contactors) for smoothness of travel.
- 2.1.12 Inspect for oil leaks and other mechanical irregularities.
- 2.1.13 Inspect motor brakes and adjust as needed. Test all brakes for possible wear of brake linings, brake shoes, and discs.
- 2.1.14 Inspect collector shoes, brushes, or wheels for arcing and/or wear.
- 2.1.15 Provide OC San with a report in accordance with Section 4 (Record Keeping).
- 2.1.16 Provide OC San with proper CAL-OSHA documentation (forms) signed by Contractor's service technicians complying with "Article No. 100, Section 5031 of Title 8 of the California OSHA.

2.2 Annual Inspection & Certification of Overhead Hoists & Cranes

Annual inspection and certification of overhead hoists and cranes will be conducted in accordance with Article 100, Section 5031 of Title 8 of the California OSHA regulations. The annual testing and inspection will be combined with the quarterly inspection and maintenance tasks. This means that the activities described in Section 2.1 of this SOW will be performed simultaneously with the testing tasks outlined below.

- 2.2.1 Conduct a complete visual and operational inspection of the entire lifting device to assure the unit's structural integrity and compliance with all applicable CAL-OSHA Title 8 Regulations.
- 2.2.2 Inspection shall include items such as rope, hooks, bridge, trolley hoist mechanism, placards, controls, frequent inspection reports, etc.
- 2.2.3 Crane hooks with cracks or deformation of throat opening more than fifteen (15) percent in excess of normal opening or more than ten (10) degrees twist from plane of unbent hook shall be removed from service.
- 2.2.4 Ropes shall be inspected for proper lubrication, excessive wear, broken strands, and proper reeving.
- 2.2.5 Lube and oil to be changed on an annual basis.
- 2.2.6 Each accessible, critical weld will be examined visually with the assistance of nondestructive methods of magnetic particle and/or dye penetrant inspection. The locations of the welds tested will be noted, and the results of the test recorded for record retention.
- 2.2.7 Each accessible, critical pin will be ultrasonically inspected while the pin is in place to detect possible flaws such as cracks. The locations of the pins tested will be noted, and the results of the test recorded for record retention.
- 2.2.8 Provide OC San with a report in accordance with Section 4 (Record Keeping).

- 2.2.9 Provide OC San with proper CAL-OSHA certificates (forms) signed by Contractor's service technicians complying with Article No. 100, Section 5031 of Title 8 of the California OSHA regulations.

2.3 Quadrennial Proof Load Testing of Overhead Hoists and Cranes

To be completed every four (4) years. OC San is required to have Quadrennial Proof Load Testing completed in addition to the annual inspection performed on various overhead hoists and cranes listed in Appendix A.

This Quadrennial Proof Load Testing and inspection must comply with Article 99, Section 5022 of Title 8 of the California OSHA regulations. The Quadrennial Proof Load Testing will be carried out simultaneously with the annual inspection and certification tasks outlined in Section 2.2.

- 2.3.1 A load test will be conducted on all units and will consist of no less than 100% and no more than 125%.
- 2.3.2 During testing, the crane components will be checked for any abnormalities, drift, and other structural deficiencies in accordance with CAL-OSHA Title 8 regulations.
- 2.3.3 Inspection of the entire lifting device to assure the unit's structural integrity and compliance with all applicable CAL-OSHA Title 8 regulations.
- 2.3.4 Provide OC San with a report in accordance with Section 4 (Record Keeping).
- 2.3.5 Provide OC San with proper CAL-OSHA documentation (forms) signed by Service Provider's service technicians complying with Article No. 99, Section 5025 of Title 8 of the California OSHA regulations.

2.4 One Time Proof Load Testing of Overhead Hoists and Cranes

The Contractor shall provide a one-time inspection and proof load testing for the cranes listed in Appendix A. This requirement applies to cranes with capacities greater than one (1) ton up to and including three (3) tons. The inspection and testing must be conducted in accordance with Article 99, Section 5022 of Title 8 of the California OSHA regulations.

- 2.4.1 A load test will be conducted on all units and will consist of no less than 100% and no more than 125%.
- 2.4.2 During the test, the crane components will be checked for any abnormalities, drift, and other structural deficiencies in accordance with all applicable CAL-OSHA Title 8 Regulations.
- 2.4.3 Inspection of the entire lifting device to assure the unit's structural integrity and compliance with all applicable CAL-OSHA Title 8 Regulations.
- 2.4.4 Furnish OC San with a report in accordance with Section 4 (Record Keeping).

- 2.4.5 Furnish OC San with proper CAL-OSHA documentation (forms) signed by Contractor's service technicians complying with Article No. 99, Section 5025 of Title 8 of the California OSHA regulations.

2.5 Corrective Maintenance of Overhead Hoists and Cranes

The Contractor shall provide timely corrective maintenance for overhead hoists and cranes to ensure they pass the next quarterly or annual inspection. Any necessary corrective actions identified must be completed within the same quarter. The Contractor shall provide quotes that include a summary of the problem, the proposed solution, labor hours, labor rates, and the cost of parts required for repairs. Additionally, the Contractor must provide photographs to OC San, documenting the before and after conditions of the cranes. These photographs should detail the problems identified and the corrections made to the assets.

3 **Contractor's Requirements & Responsibilities**

- 3.1 Contractor must provide proof of licensure and certification in C61-D21 Machinery and Pumps.
- 3.2 All inspections will be performed by an inspector currently listed in the Contractor's Certification License in accordance with Section 5021 of Title 8 of the CAL-OSHA regulations. A competent inspector will be one who has mechanical, electrical, and hydraulic experience with such aerial lift equipment, and is trained in nondestructive examination. Inspectors will have a minimum of three (3) years CAL-OSHA experience in each specified equipment type.
- 3.3 Whenever it is considered necessary by OC San, and whenever it is practical or advisable to avoid disassembly of equipment, removal of pins, etc., examination of structure or parts by electronic, ultrasonic, or other nondestructive methods may be used. Such testing shall be carried out by persons trained and accredited in nondestructive testing.
- 3.4 Current calibration and certification for all test equipment used for testing shall be provided with each test/inspection report.
- 3.5 When designing or installing a new crane, the Contractor shall be able to provide certified Professional Engineer with a minimum of three (3) years' experience in lift equipment.
- 3.6 The Contractor shall provide all weights necessary to complete all testing and have the means to move the weights to all sites and utilize certified test weights for load testing.
- 3.7 Respond to all emergency calls and provide technician support within 24 hours.
- 3.8 Have the capability to send multiple technicians to perform inspections, repairs, and required testing within the timeframe outlined in this SOW.
- 3.9 Have a licensed engineering staff available to the Repair and Warranty facility.
- 3.10 All technicians must be properly licensed and Cal-OSHA certified.
- 3.11 Applicable technicians must be trained in forklift and boom/scissor lift operation.

- 3.12 All lift equipment to be supplied by the crane company.
- 3.13 All maintenance records provided for both 90-day and annual certification must come from a computer-generated reporting program.
- 3.14 If welding services are required, the Contractor will provide a Certified Weld Inspector (CWI) or Metallurgist who can perform inspections according to American Welding Society (AWS) standards, and an AWS Certified Welder to perform the necessary welding work.
- 3.15 Contractor must be a licensed Operator Training Facility and approved by Cal-OSHA.

4 Record Keeping

The Contractor shall notify OC San upon arriving at and departing from OC San facilities whenever certifications, inspections, and testing are taking place.

After completing each certification, inspection, and/or testing, and before leaving OC San premises, the Contractor will provide a list of all units that were inspected and/or tested. Upon request, the Contractor shall fully interpret and analyze the results with OC San's appointed representative.

The Contractor shall maintain comprehensive files and records for each piece of equipment, in compliance with Section 5033 of Title 8 of the California OSHA regulations.

Within two (2) weeks of completing work at each facility (Plant 1, Plant 2) and the pump stations (covering the entire listed route), the Contractor shall submit a detailed written report documenting all inspected and/or tested units.

5 Staff Assistance

An OC San staff member will be assigned to work with the Contractor for this Contract.

6 Corrective / Repair Work Activities

- 6.1 During an inspection, if additional corrective / repair work is recommended and OC San staff agrees, the Contractor must be able to provide a quotation for the recommended corrections / repair(s) to the designated OC San Representative.

The quotation must include an itemized list (if applicable) of the following:

- Parts
- Labor
- Additional Fees (If Applicable)
- Freight (FOB Destination)
- Tax

- 6.2 The designated OC San Representative will review the quotation, and if accepted, OC San will move forward with the recommended correction(s) / repair(s) in accordance with established procurement guidelines.

OC San reserves the right to competitively bid all corrective / repair work recommended by the Contractor. OC San reserves the right to obtain additional bids based on the repair recommendations and will issue a separate purchase order in accordance with established procurement guidelines.

7 Service Locations

Listed below are the service locations of Plant 1, Plant 2, and eleven (11) remote Pump Stations.

Plant/Pump Station	Location
Plant 1	10844 Ellis Ave, Fountain Valley
Plant 2	22212 Brookhurst St. Huntington Beach
A Street	810 E. Balboa, Newport Beach
Bitter Point	5904 W. Coast Hwy, Newport Beach
Crystal Cove	7423 N. Coast Hwy, Laguna Beach
15 th Street	1514 W. Balboa, Newport Beach
Rocky Point	1800 W. Coast Hwy, Newport Beach
Seal Beach	13979 Seal Beach Blvd, Seal Beach
Slater	7202 Slater Ave, Huntington Beach
Westside	3112 Yellowtail, Los Alamitos
Yorba Linda	2600 Yorba Linda Ave, Fullerton
SARI station	120 1/2 Gypsum Canyon Rd, Anaheim
Main Street	1499 Main St., Irvine