

GENERAL SERVICES CONTRACT
Headworks Standby Generator No. 1 and EPSA Standby Generator No. 3 Radiator
Replacements at Plant No. 2 (MP2-029)
Specification No. S-2026-722BD

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 Minako America Corporation DBA Minco Construction (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor to replace the radiators for Headworks (HW) Standby Generator No. 1 and Effluent Pump Station Annex (EPSA) Standby Generator No. 3 at Plant No. 2 ("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 June 24, 2026, 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 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

Exhibit "F" – General Conditions

Exhibit "G" – 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 Services by OC San.
- 1.5 Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:00 a.m. and 3:30 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 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; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. 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 Thirty-Six (336) calendar days from the effective date of the Notice to Proceed.
- 3.2 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 Four Hundred and Seventy Four Thousand Dollars (\$474,000.00).

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, 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, 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 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. 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, 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, 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.** Contractor shall, before entering upon the performance of this Contract, furnish bonds (attached hereto in Exhibit "G") approved by OC San's General Counsel – one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. 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.
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 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. **California Air Resources Board Mobile Source Regulations.**

Contractor and its applicable consultants, subconsultants, and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:

- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
- Truck & Bus Regulation (T&B): 13 CCR 2025
- Clean Truck Check (CTC): 13 CCR 2195-2199.1
- Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

25. **California Voluntary Protection Program Annual Reporting Requirement.**

If Contractor will potentially work 1,000 combined hours in a quarter, for the term of the Agreement, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than January 20th each calendar year.

Failure to provide this data by the required due date may result in suspension of Contractor's services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.

26. **Warranties.** In addition to the warranties stated in Exhibit "A," the following shall apply:

26.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.

26.2 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.

27. Dispute Resolution.

27.1 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.

27.2 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.

28. Liquidated Damages. Not Used.

29. Remedies. In addition to other remedies available in law or equity, if 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.

30. 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.

31. Termination.

31.1 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.

31.2 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.

31.3 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.

31.4 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.

32. **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.

33. **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.

34. **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.

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

36. **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.

37. **Notices.**

37.1 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

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

Minako America Corp DBA Minco Construction

Dated: _____

By: _____

Print Name and Title of Officer

NB

EXHIBIT A

SCOPE OF WORK

For

**Headworks Standby Generator No. 1 and EPSA Standby Generator No. 3 Radiator
Replacements at Plant No. 2 (MP2-029)**

**EXHIBIT A
SCOPE OF WORK**

**Headworks Standby Generator No. 1 and EPSA Standby Generator No. 3 Radiator
Replacements at Plant No. 2 (MP2-029)
SPECIFICATION NO. S-2026-722BD**

1 Purpose

Replace Headworks (HW) Standby Generator No. 1's radiator and Effluent Pump Station Annex (EPSA) Standby Generator No. 3's radiator. Existing radiators are non-functional and unrepairable and need to be replaced.

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, bonds, permits, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within Exhibit A and within other portions of the Contract Documents and Drawings and as more specifically described below.

2 Description

2.1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District's ("OC San's" or the "Sanitation District's") Plant No. 2: at the HW Standby Power Facility and EPSA Standby Power Facility as shown in the map below.

*Plant No. 2: 22212 Brookhurst Street, Huntington Beach, CA 92646
Headworks Generator No. 1 (Loop Tag: 28JGEN020)
EPSA Standby Generator No. 3 (Loop Tag: 28JGEN280)*



2.2 Description of the Work

Headworks Standby Generator No. 1 and EPSA Standby Generator No. 3's radiators have developed leaks and are no longer serviceable. The radiators support critical cooling for the standby generator engines at Plant No. 2 and must be replaced to maintain reliability.

Work shall include, but is not limited to, the following major elements for EACH generator:

- A. Notify the OC San Project Manager (PM) no less than two (2) weeks in advance of the start of work for each generator. Contractor shall coordinate with OC San PM for shutdown notification and approval with OC San Maintenance; take the generator off-line and lock out and tag it out in coordination with OC San Operations and Maintenance (O&M). Drain the coolant and disconnect all coolant lines, hoses, belts, and electrical connections to the existing radiator and fan assembly.
- B. Remove the existing radiator, including fan and drive assembly, aftercooler, jacket water and other material associated with the radiator and haul material offsite for safe disposal. Provide rigging and a crane or forklift as required to lift and remove the radiator from the engine room. Unbolt the radiator from its base and wall supports and dispose of it in accordance with environmental regulations. Collect and dispose of drained coolant and other hazardous wastes in accordance with applicable regulations.
- C. Procure and install a new complete radiator assembly. The replacement radiator shall be a direct replacement or an approved equal of the existing units and must fit within the existing generator skid and be compatible for each of the existing generators. The existing generator and radiators are as follows:
 - a. For Headworks Standby Generator No. 1:
Existing Generator: Detroit Diesel 16V4000 Engine Model T1637K16 with Kato Generator End: 2000KW, 2500 KVA, 60HZ, 12,470/7200 VAC, 1800 RPM, and Young Touchstone FR56F, engine driven vertical core, skid mounted, fan on radiator).
 - b. For EPSA Standby Generator No. 3:
Existing Generator: Detroit Diesel 16V4000 Engine Model T1637M36 with Marathon Generator End: 2000KW, 2500 KVA, 60HZ, 12,470/7200 VAC, 1800 RPM, and IEA EC060F stacked core radiator.

For each generator radiator replacement, the installation shall include a new fan drive, seven-blade fan, stub shaft and mounting hardware, V-belt drive and belt guards, hoses, gaskets, a 50/50 coolant mix with inhibitors, connecting the new radiator to the engine and remote piping, and installation of a new alternator belt and coolant hoses.

- D. Submit shop drawings and product data for the replacement radiator, showing dimensions, connections, performance data and materials. Highlight any deviations from Appendix C: Specifications and Generator Equipment Service Manual (Radiator Guidelines Section) Specifications, Section 11911-Radiators for the Standby Engine Generator Sets, and the existing radiator data sheets. OC San Engineer approval is required prior to ordering equipment.

- E. Reassemble all components, refill the cooling system with new coolant, and test the generator to ensure proper operation and verify there are no leaks. Contractor shall supply and install new fittings, hoses and clamps for reassembly. Perform functional testing at rated load to verify that all engine operational temperatures remain within the manufacturer's limits. Perform testing and commissioning of newly installed radiator to ensure functional readiness.

3 Project Elements and Milestones

3.1 General

The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, submittals, insurance, permits, and other incidentals necessary to complete the radiator replacement work in accordance with the requirements set forth in this document and referenced specifications. All work must be performed with minimal disruption to existing operations and in full compliance with OC San safety and quality standards.

The Contractor is responsible for conducting a site assessment, providing detailed submittals including shop drawings, and developing a work plan that ensures safe and timely removal and replacement of the failed radiator. The Contractor's work plan, including a removal plan as required in Section 3.3 Submittals, shall provide the sequence, and means and methods for the removal of the existing radiator and installation of the new radiator for each location. The work plan and removal plan will require approval by the OC San Engineer and the OC San PM. The proposed plan shall not result in altering the conditions of the existing standby generator facilities, buildings, and site area. Reference Appendix B: EPSA and Headworks Generators Information for record drawings, photos, information, and dimensions of the existing generator and the HW Standby and EPSA Standby Power Buildings. Any temporary materials or supports used for removal and installation must be removed in its entirety following the work at either location. For the EPSA standby generator, if removal of the existing ventilation louver assembly on the south wall of the building is required, the contractor shall remove and replace any damaged existing materials or louver blades in kind. Additionally, any temporary supports or materials used on the exterior to support removal and/or installation shall not alter the existing site conditions of the area and shall be removed completely after tasks requiring use of these materials are completed.

The replacement radiator at each location must be compatible with existing electrical and mechanical infrastructure and conform to Appendix C: Specifications and Generator Equipment Service Manual (Radiator Guidelines Section).

3.2 Warranties

- A. The Contractor shall warrant all materials furnished and workmanship performed under this Contract to be free from defects for a period of one (1) year from the date of acceptance by OC San PM. The Contractor shall promptly correct defects in installation or workmanship at no additional cost to OC San, including all labor, equipment, and materials necessary to restore the system to proper operating condition.
- B. The new radiator assembly and associated components shall be covered by the manufacturer's standard warranty. The radiator core shall be warranted against

leakage for a minimum of five (5) years, subject to compliance with the manufacturer's operating and maintenance requirements, including proper electrical grounding, coolant maintenance, and routine cleaning of radiator fins.

- C. The Contractor shall be responsible for addressing any installation-related issues or deficiencies resulting from the radiator work for a period of six (6) months after the generator is returned to service, including leaks or failures associated with radiator mounting, piping connections, hoses, belts, or other components installed or disturbed during the work.

3.3 Milestone 1

3.3.1 Submittals

The Contractor shall provide the following submittals for review and approval by the OC San Engineer. Approval shall be issued in writing via email.

- Work plan and removal plan
- Project schedule
- Rigging and Crane Plan as described in the latest version of OC San's Contractor Safety Standards
- Shop drawings and product data for the replacement radiator assemblies, fan drive, belts and hardware.
- Test plan and commissioning report for radiator installation and generator start-up.
- Disposal plan for waste coolant and removed components.

3.4 Milestone 2

3.4.1 Equipment Removal

For each generator set, the Contractor shall isolate, drain and remove the existing radiator and associated piping and components. Removal shall be executed in accordance with an approved removal plan that includes lockout/tagout, de-energization protocols, safety measures and coordination with OC San personnel. The Contractor shall provide rigging, crane services and lifting equipment required to remove the radiator from the engine room. Removed components shall be disposed of offsite in accordance with federal, state and local environmental regulations. Contractor shall provide photographic documentation and inventory of removed items.

3.4.2 Material Requirements and Delivery

The Contractor shall procure all materials, including radiators, fan drives, belts, hoses, connectors and associated components shall meet the specifications provided in the contract documents and be suitable for long-term use in a wastewater facility environment. The replacement radiator shall be equivalent or superior to the existing Young Touchstone FR56F, engine driven vertical core, skid mounted, fan on radiator and shall be compliant to support the required heat rejection for the MTU 16V4000 engines (335 gpm jacketwater flow at 203°F and 170 gpm aftercooler flow at 143 °F). New hoses shall be rated for at least 200°F and 100 psi. Provide new 50/50 ethylene glycol/water coolant with corrosion inhibitors. All materials and equipment shall be delivered to Plant No. 2 in new condition, free from damage or defects. Contractor shall coordinate with OC San PM a minimum of ten (10) business days prior to bringing radiators on-site and shall ensure materials are properly stored and protected until installation.

3.5 Milestone 3

3.5.1 Equipment Installation

For each generator set, the Contractor shall furnish and install the new radiator assembly in the existing location using supplied mounting hardware. Provide all required mechanical supports, pipe fittings, control wiring and V-belt drive components necessary for full functionality. Install new radiator fan belt and alternator belt, coolant hoses, vibration isolators and supports. Fill the system with new coolant meeting engine manufacturer recommendations. Ensure all connections are properly tightened and torqued; provide pipe hangers and supports as required. Verify proper fan rotation and tip clearances. Coordinate with OC San PM and Plant No. 2 Operations for final tie-ins and system start-up.

3.5.2 Testing

All electrical and mechanical work shall be performed under the supervision of appropriately licensed personnel. Upon completion of the installation, the Contractor shall perform inspections and tests to verify that the radiator and cooling system are free of leaks and operate correctly throughout the generator's operating range. Testing shall include load testing at multiple intervals of the generator to demonstrate stable coolant temperatures, proper fan operation and absence of leaks.

3.5.3 Commissioning

The Contractor shall perform commissioning as described herein. Commissioning activities shall demonstrate the proper installation, function, operation, performance, and associated systems installed under this contract while adequately proving all systems and appurtenances affected by the work herein are done so satisfactorily. Commissioning shall consist of the following key phases and associated requirements:

- **Pre-Commissioning Activities**

Prior to commissioning, the Contractor shall complete all removal, installation, testing, equipment checks, documentation, calibrations, and drawing verifications. Equipment shall be installed, labeled, and tested per accepted shop drawings and specifications.

- **Phase 1: Pre-Operational Readiness Test (Pre-ORT)**

The Contractor shall verify correct installation, configuration, and readiness of the radiator and cooling system. The Contractor shall complete and submit signed Pre-ORT checklists for all devices and systems.

- **Phase 2: Operational Readiness Test (ORT) & Functional Acceptance Test (FAT)**

ORT shall validate radiator functionality by running the generator under various loads to verify cooling performance and automatic controls. See Part 3 of Specification 11911 in Appendix C: Specifications and Generator Equipment Service Manual (Radiator Guidelines Section) load test requirements.

- **Phase 3: Reliability Acceptance Test (RAT)**

Contractor shall support OC San staff during the RAT to demonstrate reliable operation of the generator and radiator system for a four (4) hour period without failure. OC San performs regular, monthly generator load tests.

- **Manufacturer Certifications**

The Contractor shall submit Certificates of Proper Installation (COPI) and Certificates of Proper Operation (COPO) as defined below:

- Certificate of Proper Installation (COPI): A written report signed by a trained and qualified representative of the manufacturer, submitted prior to operation, during pre-commissioning, certifying that the equipment is properly installed/mounted, and secured, in accordance with the manufacturer's installation instructions. A list of the checks and tests performed, and acceptance results shall be listed or referenced with an attached form, including acceptance criteria. See Appendix D: Commissioning Certificate Examples (COPO and COPI)
- Certificate of Proper Operation (COPO): A written report signed by a trained and qualified representative of the manufacturer upon successful completion of RAT, certifying that the equipment is in full working order, has been properly maintained by the Contractor, has been operated under all design and full load conditions, and meets the performance criteria and operational requirements in accordance with specifications and manufacturer's operating requirements. A list of the checks and tests performed, and acceptance results shall be listed or referenced with an attached form, include acceptance criteria. See Appendix D: Commissioning Certificate Examples (COPO and COPI)
- **Documentation Requirements**
 - As part of commissioning deliverables, the Contractor shall provide:
 - Commissioning Plan and Commissioning Procedure.
 - Electronic configuration files in native and PDF formats
 - Commissioning Plan (reviewed and approved by the OC San Engineer)
 - Redlined As-Built Drawings and Calibration Records
 - Manufacturer Certifications as described above COPI and COPO

All testing, documentation, and schedules shall be coordinated with OC San's Engineer. No commissioning activity may proceed until the previous phase been accepted by OC San.

3.6 Milestone 4

3.6.1 Deliverables/As Built Drawings/Manufacturer's Documentation

The Contractor shall provide the following deliverables:

- As-Built mechanical and control drawings showing the installed radiator and connections.
- Manufacturer's Product Manuals and Maintenance Instructions.
- Test Reports documenting removal, installation, leak tests, and commissioning results.
- Warranty Certificates.

3.6.2 Training

Training shall be provided to OC San Operations and Maintenance personnel on the new radiator system, covering operational use, basic maintenance procedures including coolant sampling, belt inspection and fin cleaning. Training will be conducted on-site following successful commissioning.

3.6.3 Final Completion of Work

The Contractor shall notify the OC San PM in writing upon completion of all work. OC San PM will issue written acceptance via email confirming all work has been completed in accordance with the contract documents.

3.7 Appendices

The following information is available:

- Appendix A: Site Map
- Appendix B: EPSA and Headworks Generators Information
- Appendix C: Specifications and Generator Equipment Service Manual (Radiator Guidelines Section)
- Appendix D: Commissioning Certificate Examples (COPO and COPI)

4 Resources Available

A laydown and staging area at Plant No. 2 will be made available to the Contractor for storage of the new radiators, crane and equipment during the project.

5 Project Schedule

The following project schedule outlines the completion of work by milestone, in calendar weeks. Contractor shall notify the OC San PM of any material deviations to the project schedule via email immediately upon discovery.

Project Schedule & Milestones	Duration	Review Period	Cumulative Weeks
Kick-Off Meeting	1 Week	-	1 Week
Milestone 1: Submittals	1 Week	2 Weeks	4 Weeks
Milestone 2: Equipment Removal, Procurement and Delivery	36 Weeks	-	40 Weeks
Milestone 3: Equipment Installation, Testing, Commissioning	6 Weeks	-	46 Weeks
Milestone 4: Deliverables, As Built Drawings, Manufacturer's Documentation, Training, and Final Completion of Work	2 Weeks	-	48 Weeks

6 Project Management

6.1 Project Kick-Off Meeting

A project kick-off meeting shall be held no later than one (1) calendar week after Notice to Proceed. The meeting will include representatives from OC San, the Contractor, and key stakeholders to:

- Review project scope and timeline
- Identify points of contact
- Confirm coordination requirements with ongoing operations

6.2 Meetings

A. Progress meetings will be conducted at OC San offices or via Microsoft Teams during the project duration. Assume up to ten (10) progress meetings.

B. Contractor shall provide agendas and document all meeting minutes and action items.

C. Additional ad hoc meetings may be scheduled as needed.

7 Staff Assistance

The Contractor will be assigned a single point of contact on this project (OC San Project Manager). Any meetings and/or correspondence related to this project shall be scheduled and approved by the OC San Project Manager.