

**GENERAL SERVICES CONTRACT
CENTRAL GENERATION AUTOMATION/ CONTINUOUS EMISSIONS MONITORING SYSTEMS
(CEMS) MAINTENANCE SERVICES
Specification No. CEMS22-27**

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 _____ (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 Central Generation Automation/Continuous Emissions Monitoring Systems (CEMS) maintenance services ("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 Ordinance No. OC SAN-56; and

WHEREAS, on October 26, 2022, OC San's Board of Directors or 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" – QBid

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.

Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 5:30 p.m.

- 1.5 Days: Shall mean calendar days, unless otherwise noted.
- 1.6 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.7 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.8 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 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 term of this Contract shall be for five (5) years commencing on November 22, 2022, and continuing through November 21, 2027.
- 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 _____ Dollars (\$_____.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, 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. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.
23. **Warranties.** Contractor's Warranty (Guarantee): If within a one (1) year period of completion of 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.
24. **Dispute Resolution.**
- 24.1 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.
- 24.2 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.
25. **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.
26. **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.

27. Termination.

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28. 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.

29. 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.

30. 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.

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

32. **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.

33. **Notices.**

33.1 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: Darius Ghazi
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
DGhazi@ocsan.gov

Contractor: _____ [Contact Name]
_____ [Contact Title]
_____ [Company Name]
_____ [Street Address]
_____ [City, State, Zip Code]
_____ [Email Address]

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

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

35. **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.

36. **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.

[Intentionally left blank. Signatures follow on the next page.]

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: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

[CONTRACTOR]

Dated: _____ By: _____

Print Name and Title of Officer

CMM

**EXHIBIT A
SCOPE OF WORK
CENTRAL GENERATION AUTOMATION/ CONTINUOUS EMISSIONS MONITORING
SYSTEMS (CEMS) MAINTENANCE SERVICES
SPECIFICATION NO. CEMS22-27**

EXECUTIVE SUMMARY/OVERVIEW

Orange County Sanitation District (OC San) operates three (3) 3500hp engines at Plant No. 1 and five (5) 4200hp engines at Plant No. 2. The engines generate electricity using digester gas and natural gas as fuel sources. Contractor will maintain eight (8) Continuous Emissions Monitoring Systems (CEMS, Non-RECLAIM) and their associated appurtenances including the following:

Plant 1: Unit 1 – 16BFCP755A, Unit 2 – 16CFCP755A, and Unit 3 – 16DFCP755A

Plant 2: Unit 1 – 26BFCP753A, Unit 2 - 26CFCP753A, Unit 3 - 26DFCP753A, Unit 4 – 26EFCP753A, and Unit 5 – 26FFCP753A

The term of this Maintenance Service Contract is five (5) years effective November 22, 2022 ending November 21, 2027.

1 Purpose

Contractor shall provide on-site CEMS maintenance services, consumables & repair parts, training, system compliance with applicable rule/ regulations, and reporting/engineering/regulatory report services.

2 Description

Digester gas produced at Plant Nos. 1 and 2 is compressed, dried, and used as fuel in the engines coupled with generators to produce electricity. Digester gas is compressed and dried by running chilled water from the absorption chillers through a digester gas-to chilled water heat exchanger. The primary function of the engine generators is to produce electricity. Heat recovery systems installed on the engine exhaust and engine jacket water system are used for digester heating and building heating.

Plant Nos. 1 and 2 are within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD has established regulations aimed at reducing and controlling air emissions from combustion sources, such as the Central Generation engines. In February 2008, SCAQMD amended Rule 1110.2, lowering the emission limits for nitrogen oxides (NOx), volatile organic compounds (VOCs), and carbon monoxide (CO) from internal combustion engines. In 2009, Project J-79-1 installed control panels, PLCs, and operating software's for each engine. In 2016, OC San completed Project J-111, which equipped the Central Generation engines at both plants with emission control systems (catalytic oxidizer/selective catalytic reduction system with digester gas cleaning systems) to comply with the reduced phased-in emission limits stipulated under SCAQMD Rule 1110.2 (now 1179.1).

Each certified CEMS unit (Non-RECLAIM CEMS) measures nitrogen oxides (NOx), carbon monoxide (CO) and oxygen (O2) concentrations on a dry basis from each engine exhaust stack. The CEMS units are certified in accordance with the monitoring requirements of the applicable protocols found in SCAQMD Rules 218 and 218.1 and EPA 40 CFR 60 Appendices B and F.

3 Project/Work Elements

3.1 CEMS Maintenance Services

3.1.1 On-site Maintenance

Contractor shall make every effort to notify OC San a minimum of one (1) week prior to scheduled maintenance visits. For each CEMS unit under this Contract, the following audits and maintenance activities are provided as applicable and at the frequencies required by the applicable rules and SCAQMD certification:

The OC San Quality Assurance Plan (QAP) document is the controlling document for scheduled preventative maintenance activities and records (See Appendix A).

3.1.1.1 Monthly Maintenance Services

In addition to the onsite-maintenance activities, the Contractor shall perform a total of sixty (60) monthly maintenance services as detailed in the OC San QAP which includes but is not limited to the following:

- a) Complete inspection to verify proper operation of entire system
- b) Perform leak checks on each system component
- c) Replace sample probe filters as required (Contractor to perform required tests if filters are replaced with non-identical filters)
- d) Replace sample conditioning filters as required
- e) Replace analyzer filters as required
- f) Rebuild analyzer sample pumps according to manufacturer's recommendation
- g) Rebuild sample transport pumps according to manufacturer's recommendation
- h) Verify zero air generator for proper operation
- i) Replace zero air generator filters / chemicals as required
- j) Perform manual calibrations as required
- k) Complete analyzer maintenance checklists
- l) Perform flow monitor flow and leak checks
- m) Inspect and verify proper operation of HVAC Systems located on top of each CEMS units and perform any maintenance as needed
- n) Inspect and verify proper operation of Air Clean up Panels in the CEMS and perform any maintenance as needed
- o) Document and submit maintenance service visit reports

3.1.1.2 Quarterly Maintenance Services

In addition to the maintenance services performed on a monthly basis, the Contractor shall perform a total of twenty (20) quarterly maintenance services as detailed in OC San's QAP (See Appendix A).

3.1.1.3 Semi-annual Maintenance Services

In addition to the maintenance services performed on a monthly and quarterly basis, the Contractor shall perform a total of ten (10) semi-annual maintenance activities as detailed in OC San's QAP and in addition shall perform the following:

- a) Check and replace instrument air filters as needed
- b) Check calibration of the pressure and temperature transducers

- c) Quarterly Calibration Gas Audit (CGA) for three quarters of each year. The three quarterly CGAs will be performed for 1st quarter, 2nd quarter, and 3rd quarter of each year.

3.1.1.4 Annual Maintenance Services

In addition to the maintenance services performed on a monthly, quarterly, and semi-annual frequency, the Contractor shall perform a total of five (5) annual maintenance services as detailed in OC San's QAP and in addition shall perform the following:

- a) Attend annual safety meetings conducted by the OC San
- b) Submit annual safety plan
- c) Provide annual certificate of insurance covering Contractor staff working on District premises
- d) Monthly maintenance
- e) Quarterly maintenance
- f) Bi-annual on-site inspection of system
- g) Maintain back-up configuration (image) of DAHS workstation and PLC programs
- h) Maintain version control of DAHS software system and PLC programs
- i) Assisting with Annual RATA

3.1.2 Regulatory Updates

In 2021, SCAQMD adopted Rules 218.2, titled Continuous Emissions Monitoring Systems General Provisions, and 218.3, titled Continuous Emissions Monitoring Systems Performance Specifications. Under the Contract, the Contractor shall review the newly adopted rules, SCAQMD Rules 218.2 and 218.3, submit a CEMS update plan to OC San for consideration, and accordingly update the DAHS and the QAPs to incorporate the necessary changes as required by the aforementioned regulations no later than September 1, 2023. Additionally, the Contractor shall summarize the changes made to the DAHS and the QAPs and transmit the summary of those changes to OC San for review, discussion and staff training. At a minimum, the Contractor shall assume multiple training sessions equating to 4-hours of staff training on the updates implemented.

3.1.3 Consumable & Repair Parts

Contractor shall supply all consumable parts for five (5) years. Contractor shall be responsible to supply all repair parts necessary for the conductance of all repairs or equipment malfunction for five (5) years. At the end of the five (5) year Contract, Contractor shall replenish the OC San inventory of consumable and Repair Parts. OC San shall supply all calibration gases required to perform quarterly cylinder gas audits and daily calibrations.

3.1.4 Repair Services

Contractor shall respond to a repair request within 48 hours or less of notification by the OC San. Contractor shall provide phone support to a site representative in an effort to identify the problem or dispatch a Contractor's service engineer to the site to resolve the stated problem. Direct contact numbers to be used during normal business hours and off-hours for incident response (i.e. repair service) shall be supplied upon award of contract.

Pre-paid repair service includes identification of the problem and repair of the equipment as required. Contractor shall conduct any required testing triggered by Contractor performed activities under this Contract per the QAP.

3.2 Reporting Services

3.2.1 CGA Reporting

Contractor shall generate three quarterly reports each year for submittal to OC San for review, comments, and file retention. Contractor will be required to coordinate with OC San in the generation of such reports, providing requested documentation in a timely manner so that the report deadlines may be met.

All reporting issues or concerns identified by the Contractor will be directed to the OC San's designated contacts, capable of confirming plant operation and CEMS hardware maintenance activities.

3.2.2 Daily/Weekly DAHS Monitoring

Contractor shall provide a list of daily and weekly CEMS/DAHS Monitoring tasks to OC San and additionally provide initial training to the CenGen PPOs and annual refresher thereafter, so all stakeholders are in a mutual understanding on what to expect in maintaining the CEMSs at its best performances. The training subjects at a minimum to cover activities performed by OC San's PPOs include:

- a) Data Validation Review
- b) Calibration Review, including what to do when CEMS calibrations drift out of Tolerance
- c) Alarm Review
- d) Exceedance Coding and Notification
- e) Monitor Downtime Coding
- f) Changing the calibration gas values in DAHS when changing out gas bottles
- g) Performing calibration gas bottle inventory and gas bottle change out

3.3 Engineering Services

3.3.1 On-Site Annual Engineering Configuration Review

Contractor shall provide a total of five (5) on-site visits for engineering support with loading major software releases, implementing configuration changes, review of regulatory requirements, system inspection, disk clean-up, review of displays and alarms, and other related services. The OC San shall provide Contractor with a single point of contact while the services are performed on-site. The number of days allotted for this service shall be 1 day for each site - Plant No. 1 and Plant No. 2. Contractor shall be performing these annual on-site visits.

3.4 Regulatory Services

3.4.1 Annual Regulatory Consultation

Annually, Contractor shall provide ten (10) hours of consultation on regulatory and certification related matters pertaining to EPA 40CFR60, SCAQMD Rule 1110.2, Rule 1179.1, Rule 218, Rule 218.1, Rule 218.2, and/or Rule 218.3. Consultation includes discussion of issues via telephone, electronic mail, in-person or virtual meetings, and provision of discussion papers.

3.4.2 Annual QA/QC Review

By July 1st of each calendar year, during the term of the Contract, the Contractor shall conduct an annual review of OC San's quality assurance/quality control plan in conjunction with OC San staff. Upon completion of this review, Contractor will generate a report documenting the plan's compliance with current EPA/ SCAQMD regulations or, should areas not be compliant, the report will detail areas where the plan is deficient and must be reviewed. If any discrepancies are noted between the QA/QC control plan and current EPA/ SCAQMD regulations either by the Contractor or OC San staff, the Contractor shall coordinate and address any QAP updates with OC San.

4 Staff Assistance

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