

**Contract
MA-280-20010615**

For

**Cogeneration/Central Utility Plant Operation,
Maintenance & Environmental Compliance Services**

Between

County of Orange, John Wayne Airport

And

Sterling Energy International, Inc.



County of Orange, John Wayne Airport

Contract MA-280-20010615
Cogeneration/Central Utility Plant Operation,
Maintenance & Environmental Compliance Services

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Sterling Energy International, Inc.

This Agreement ("Contract") is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and Sterling Energy International, Inc. ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Recitals

Whereas, Contractor responded to an Request for Proposal (RFP) for providing goods and services for County; and

Whereas, Contractor responded and represented that its proposed goods and services shall meet or exceed the requirements and specifications of the RFP; and

Whereas, Contractor agrees to provide goods and services, as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

Whereas, County agrees to pay Contractor the fees as more specifically described in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

Now Therefore, Parties mutually agree as follows:

Articles

General Terms and Conditions

A. Governing Law and Venue

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the

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parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor

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to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Comp/Employer's Liability	Statutory/\$1,000,000 per occurrence
Environmental/Pollution Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- I. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents*

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as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.

- II. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required by Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

O. Changes

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

P. Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract,

as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

Q. Force Majeure

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

R. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

S. Compliance with Laws

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

T. Freight

Prior to the County's express acceptance of delivery of products. 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.

U. Severability

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

V. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

W. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such

counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

X. Employee Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Y. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Z. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

AA. Contingency of Funds

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and

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inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

BB. Expenditure Limit

The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract

This Contract shall be effective January 1, 2020 through and including December 31, 2022 upon execution of all necessary signatures unless otherwise terminated by County.

3. Renewable Annually with Concurrence

The Contract may be renewed for two (2) additional years with the agreement of both parties. The County does not have to give reason if it decides not to renew. Renewal terms may be subject to approval by the County of Orange Board of Supervisors. In no case shall this Contract exceed five (5) years in duration.

4. Contract Amount Not to Exceed

Contract Amount not to exceed \$11,799,206.99

5. Adjustments – Scope of Work

No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.

6. Airport Security

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

Badge Acquisition: Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.

Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

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Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

JWA security badge is nontransferable.

In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

No worker shall be used in performance of this work that has not passed the background check.

7. Americans with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

8. Anti-Idling Policy

Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.

9. Bills and Liens

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

10. Civil Rights

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

11. Registration of Contractors

Contractors and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of Contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

12. Breach of Contract

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

Terminate the Contract immediately, pursuant to Section K herein;

Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

13. County of Orange Child Support Enforcement

Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract."

14. Conditions Affecting Work

The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Conflict of Interest – Contractor's Personnel

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

16. Conflict of Interest – County Personnel

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

17. Discounts – Prompt Payment

The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The County shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the Contractor in the event of such delay.

18. Disputes - Contract

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

19. Debarment

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

20. Contractor's Expense

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service.

21. Contractor Personnel – Reference Checks

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

22. Contractor Personnel – Drug-Free Workplace

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

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1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

23. Contractor's Project Manager and Key Personnel

Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

24. Contractor's Records

The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

25. Data – Title To

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

26. Emergency/Declared Disaster Requirements

In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

29. Gratuities

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the

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County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

31. Nondiscrimination – Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

32. Precedence

The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

33. Publication

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

34. Craft Labor Time Records

Contractor shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Contract in accordance with California Labor Code and shall allow access to the same any reasonable hour to the County, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said California Labor Code, or when requested by County.

35. Prevailing Wage (Labor Code §1773)

Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

36. Wage Rates

Contractor shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage as a minimum. Contractor shall comply with the provisions of Part 7, Chapter of the California Labor Code including Section 1773, 1774, 1775, 1776, and 1813 of the Labor Code.

37. Wage Rate Penalty

Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, Contractor shall forfeit to County, as a penalty, the sum of Twenty-five (\$25.00) dollars for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for work done under this Contract, by Contractor or by subcontractors, in violation of the provisions of this Contract.

38. Withholding of Wage Differentials

County may withhold from Contractor as much of any accrued payments as may be necessary to pay laborers, craft workmen and mechanics employed on the Project any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen and mechanics.

39. Price Increase/Decrease

No price increases will be permitted. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

40. Remedies Not Exclusive

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

41. Services Contract -Follow-On Work

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

42. State Funds - Audits

When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.

43. Stop Work

The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

1. Cancel the stop work order; or
2. Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

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If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

44. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

45. Termination - Orderly

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

46. Usage

No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

47. Waivers - Contract

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

48. Project Manager, County

The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

49. Reprocurement Costs

In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

50. Equipment Maintenance Service

Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance Contract.

51. Hazardous Conditions

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

52. News/Information Release

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

53. Ownership of Documents

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

54. Substitutions

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

55. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

56. Amendments - Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

57. Construction - County Property

All fixtures, crops, trees, and other personal property of the County of Orange located at the job site which are removed in the course of the construction project remain the property of the County unless otherwise specified in the Contract between the County and the Contractor. The Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver such property promptly to the place designed by the project manager.

58. Contractor Personnel – Uniforms/Badges/Identification

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

59. Contractor's License Requirements

Contracts that include requirements for installation or state "furnish and install" require that the Contractors possess a valid California State Contractor's License at the time of contract award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials,

of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the contract with the County shall be grounds for contract revocation.

60. Delivery - Notification

The Contractor will notify the County of pending delivery no later than five (5) business days prior to the actual delivery of any goods to be delivered under the terms of this contract.

61. Delivery Location – No Loading Dock

Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

62. Equipment - Maintenance

If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

63. Equipment Maintenance Service - Parts

Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

64. Equipment Maintenance Service – Shop Work

Shop work is included in this price agreement at no extra charge. A comparable piece of equipment will be loaned, when required, at no extra charge. When the equipment needs to be taken from the premises for repair or maintenance, the agency/department supervisor or other authorized person in charge of equipment maintenance must be notified in writing and a receipt must be left for the equipment prior to removal.

65. Equipment Maintenance Service – Unsatisfactory Service

The agency/department having control of the equipment shall notify the assigned Deputy Purchasing Agent in writing of unsatisfactory service.

66. Equipment Maintenance Service – Accessories

Under no circumstances will additional accessories be construed as maintenance or replacement parts. Additional accessories are not authorized under this Contract.

67. OEM Equipment Maintenance Standard

The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. At the termination of the Contract the Contractor guarantees that equipment will meet OEM equipment certification standards.

68. Material, Workmanship, and Acceptance:

All materials furnished by Contractor in the work shall be new, high grade, and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirements of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.

If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), American National Standards Institute (ANSI), Builders Hardware Manufacturers Association (BHMA), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

69. Protection and Restoration of Existing Areas

Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed within two (2) working days from date of damage notification unless otherwise approved by County Project Manager.

70. Project Schedule

The services performed under this contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

71. Reports/Meetings

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

72. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

73. Safety Data Sheets (SDS)

The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

Contractor is to provide live event services including but not limited to labor, tools, and equipment required for recorded audio, video and sound reinforcement for John Wayne Airport for various scheduled and non-scheduled meetings and events.

*County of Orange, John Wayne Airport**Contract MA-280-20010615
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The services performed under this contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

75. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA/Facilities
Attention: Roger Yee
3180 Airway Avenue
Costa Mesa, CA 92626
Phone: 949-250-5095 Mobile 949-735-6124
Email: ryee@ocair.com

cc: JWA/Procurement
Attention: Monica Rodriguez, DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: 949-252-5240
Email: mmrodriguez@ocair.com

Contractor: Sterling Energy International, Inc.
Attn: Michael O'Leary
3001 Red Hill Avenue #6-201
Costa Mesa, CA 92626
Phone 949-248-2917 Mobile 760-727-7711
Email: MOLeary@Sterling-Energy.com

County of Orange, John Wayne Airport

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Signature Page

In Witness Whereof, Parties hereto have executed this Contract on the dates shown below their respective signatures below.

Sterling Energy International, Inc.*:

Signature	Name	Title	Date
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Signature	Name	Title	Date
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****If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:***

The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.

The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Authorized Signature:

	Gene Duenas	Deputy Purchasing Agent	
Signature	Name	Title	Date

Approved As To Form
 Office of the County Counsel
 County of Orange, California

			10.19.2019
Deputy			Date

Approved by Board of Supervisors on:

Date			

Attachment A
Scope of Work**Minimum Qualifications**

The following are criteria for an Offeror to be considered as an eligible candidate to propose on the requested services as described in this RFP and will be incorporated into the Contract as ongoing Contractor requirements.

Offeror must meet or exceed the following requirements:

- Currently or within the previous three (3) years' operating cogeneration plants. Operating plants within C.A.R.B. and SCAQMD regions is highly desired.
- Five (5) years of experience in power generation and central utility plant operations.
- Prior experience working with parts and service subcontractors who provide certified parts and service for the various equipment at the cogeneration plant (e.g., Cummins, Miratech, and Trace, amongst others).
- Offeror's project team shall collectively possess through knowledge of local, state, and federal laws regulating power generation, and operation of central utility plants and their applications at JWA.

I. Introduction

Services to be provided shall include the operation and maintenance of: 1) the power generation equipment while achieving compliance with conditions contained in the equipment manufacturers and guarantees and emissions limits specified under the SCAQMD permit, 2) the chilled water system, and 3) the high voltage distribution system inside the Central Utility Plant (CUP) and from the utility point of connection to the step down transformers in the Terminals and Parking Structures. This includes, but is not limited to, the supply support and procurement, remote systems monitoring, equipment warranty monitoring, emissions equipment monitoring and service, necessary upgrades, preventative maintenance and periodic servicing, fuel and urea input and management, equipment overhaul and/or repair, and provision of plant operation related advice.

II. CUP Description

The CUP can provide over 5.25 Megawatts of electrical power and 2250 tons of chilled water. The plant was designed with an "n+1" philosophy. Any one of the major components, such as a generator, chiller, or main pump, can be out of commission at any time and the plant can still be able to provide electrical power and chilled water, even without any utility supplied power.

The plant will have a tie into a 12KV Southern California Edison (SCE) electrical service, metered at Time of Use – 8 (TOU-8) rate schedule, Standby rate schedule (Schedule), and Departing Load (Schedule DL-NBC and Schedule CGDL-CRS).

The CUP includes the following major components:

1. Power Generation and Distribution
 - a. Four (4) Cummins QVC91, 1750 KW, 12KV Natural Gas generator sets
 - b. Four (4) Cummins Generator Panel Controls
 - c. Engine Control Switches (ECS)
 - d. Fully automated GE Zenith Paralleling Switchgear and transfer switches
2. Emissions Control and Monitoring
 - a. Four (4) emission control systems from Miratech consisting of:
 - Oxidation Converter and Catalyst
 - Injection and Mixing Section
 - SCR Converter and Catalyst
 - Urea system including storage tank, Reactant Booster Pump Skid and Reactant Injection & Analyzer System
 - Auxiliary devices including tank level monitoring device

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-
- b. Continuous Emissions Monitoring Systems (CEMS) from Trace and auxiliary devices including natural gas sub-meters
 3. Chilled Water Production
 - a. Three (3) Carrier 750 ton Centrifugal Chillers
 - b. Two (2) Broad 535-ton Single Effect, Hot Water Absorption Chillers
 - c. One (1) Carrier 125-ton Air-Cooled Package Screw Chiller
 - d. Pumps, Control Valves, and Variable-Frequency Drives (VFDs)
 4. Heat Rejection
 - a. Evapco USS-428-1248 Four Cell Stainless Steel Cooling Towers
 - b. Eight (8) Engine Exhaust Heat Exchangers
 - c. Four (4) Engine Water Jacket Plate Heat Exchangers
 - d. Four (4) Engine Auxiliary Water Plate Heat Exchangers
 - e. Pumps, Control Valves, and VFDs
 5. Engine Room Space Cooling
 - a. Two (2) Westair WMC-450P Direct Evaporative Coolers
 - b. Three (3) Greenheck Exhaust Fans
 6. Electrical Switchgear Room Cooling
 - a. Three (3) Carrier Split Systems
 7. Electronic Control Systems
 - a. GE Zenith, generator loading/unloading and synchronization
 - b. Trace, CEMS
 - c. Cummins
 - d. Siemens Apogee, Chilled Water, Cooling Water, Hot Water Systems Control
 8. Sewage Ejection Pump Station
 - a. Dual Pump Sump System – Site does not have gravity sewer drainage
 9. Fire Alarm
 - a. Edwards EST3
 10. Alarm and Access Control (AACS)
 - a. Software House C-Cure
 11. Closed Circuit TV (CCTV)
 - a. Pelco Endura
 12. Universal Power Supply (UPS) Units
 - a. CUP Emergency Lighting
 - b. CUP Electronic Control System (Liebert UPS)
 13. The major sub-systems that make up the CUP are as follows:
 - a. Chilled Water System:
 - The purpose of the chilled water system is to provide chilled water to the Airport's (Terminals A, B, and C and CUP) air conditioning systems.
 - The CUP Chilled Water (CHW) system is a variable-primary flow arrangement.
 - The chilled water system consists of two (2) 535-ton Broad Absorption Chillers, three (3) 750-ton variable flow Carrier Centrifugal Chillers, one (1) 125-ton Carrier Air-Cooled Screw Chiller, and seven (7) Chilled Water Pumps. All centrifugal chillers and chilled water pumps are VFD driving and controlled by the Siemens Apogee panels.
 - o The absorption chillers act as a pre-cooler for the centrifugal chillers and are in a "slipstream" configuration upstream of the centrifugal chillers. When thermal loads in the Terminal permit, the absorption chillers can provide all of the chilled water cooling requirements.
 - o During low electric and thermal load requirements (less than 100 tons), the screw chiller will operate.
 - b. Condenser Water System:

- The purpose of the Condenser Water System is to provide cooling water for the absorption and centrifugal chiller condensers and for removing gen set waste heat from the Cooling Water System.
- c. Cooling Water System:
 - The purpose of the Cooling Water System is to provide cooling for the engine generator jacket water and auxiliary water heat exchangers. The Cooling Water System source is Condenser Water Return. The Cooling Water System can remove some, or all, of the heat recovered from the generators and their exhaust.
- a. Hot Water System:
 - The purpose of the Hot Water System is to use the engine generator heat to power the absorption chillers. Water is flowed through the main water jacket heat exchangers and then the exhaust heat exchangers before reaching a temperature of 230 degrees. It is then either used by the absorption chillers to produce chilled water or dumped directly to the cooling towers.
 - The Hot Water System is a closed loop water system.
- b. Electronic Control Systems:
 - The purpose of the electronic control systems (GE Zenith, Trace, Cummins, Siemens Apogee) is to control power production, chilled water supply, and monitor emissions.
 - Each of the four systems will have a workstation in the CUP control room.
 - Each system will have access to it via a VPN connection through the JWA IT network.
 - The Siemens Apogee System will have the capability of mapping all of the points contained in the GE, Trace, and Cummins Systems.

In addition to the components and sub-systems contained within the CUP site, all 12 KV electrical cable, switches, and oil cooled transformers throughout the Terminal Complex and Parking Structures will be covered under this agreement. There are currently eight (8) 1500 KV, 12,000v/480V oil cooled transformers in operation. Three (3) additional transformers of this size for Terminal C and Parking Structure C began operation in 2011, for a total of eleven (11).

This Operations and Maintenance agreement will also provide as needed electrical equipment support and services on a time and materials basis for the electrical distribution systems and panels throughout the parking structures and terminal complex from the 12KV electrical equipment down to the 120V electrical equipment. A lump sum of \$100,000 will be set aside for this as needed electrical equipment support.

Future System Integration:

A future capital improvement project scheduled to be completed in late 2020 or early 2021 consists of a solar photovoltaic (PV) system capable of producing 2.8 Mega Wats of power that will feed a battery energy storage system capable of storing 6 Mega Watt-hour of energy tied to the John Wayne Airport (JWA) Central Utility Plant (CUP). The project also provides for upgrades to the CUP and recommissioning of the CUP controls system to accommodate the battery and solar PV system. The Project includes upgrades to the 12kV power distribution from the Central Plant to the Terminals and Parking Structures including replacement of the original main service gear (MSG) which was installed when Terminals A&B were completed roughly 30 years ago. Although the solar PV and battery equipment will be maintained under a separate support contract, the interface equipment and controls for the CUP/battery/solar PV system will be included as part of this agreement. In addition, support during commissioning of the solar PV will be required by the CUP operator, as well as support during electrical infrastructure and Solar PV connections periods. As required, hours of this time and material agreement may also be dedicated to consulting and advising the Airport on power generation, power systems design and integration, and general utility planning and usage, during Solar PV commissioning and electrical system connection periods will also be provided. These hours are to be directed at the request of the County Contract Manager.

Offer Compliance Requirements

It will be the Offeror's responsibility to operate and maintain the plant in a fashion that is compliant with all emissions permits. Negligent operation and maintenance of the plant that leads to either a violation or any of the emissions permits or excessive utility import will be assigned as a deduction to the Offeror's invoice at the rate of 100% of the penalty. Unforeseen (act of God) events outside of the control of the Offeror that cause emissions violations or excessive utility import are not considered the responsibility of the Offeror.

III. Operational Cost Optimization

The generators are capable of operating on a 24/7 basis, independent of the Terminal Complex cooling loads or SCE rate and demand schedules. County understands that the most efficient and economical way to operate the plant may change based upon the electrical and chilled water demand changes and the cost variances from importing electricity from SCE at various time of the calendar year.

At any time during the contract period, Contractor can formally propose recommended changes that may result in a net cost reduction in KWH and KW demand cost to County. Items that can be considered for operational modification include, but are not exclusive to:

1. Generator shutdown
2. Generator loading/unloading sequencing
3. Generator load levels reset by time of day or date
4. Chilled water supply temperature set point or differential pressure set point resets
5. Air Handler discharge temperature set point reset
6. Staffing quantity changes

Additionally, at any time during the contract period, County can direct Contractor to make operational and/or maintenance changes that may best service the needs of the County and direct that Contractor make related staffing level adjustments. Items that can be considered include but are not exclusive to items #1 through #6 above.

Any changes which could involve conditions that could result in the CUP operating outside of SCAQMD permit specifications or that violate any Federal, State, or local environmental ordinances, will not be considered.

Because of the cost variances in SCE electricity import costs during the Summer and Winter seasons and the cost differential of On-Peak, Mid-Peak, and Off-Peak Energy Rates within the TOU-8 Rate Schedule, Contractor shall submit a staffing plan as part of the proposal that details the positions and hours that will be staffed that will best meet the needs and cost efficiency goals of the Airport.

Contractor shall prepare a monthly report showing detailed cost summaries for energy productions. These documents will contain data related to monthly KW production, monthly KW SCE Import, and monthly natural gas usage KWh the airport is spending for energy.

IV. Parts and Consumable Supplies

1. Contractor shall recommend stock levels of all critical spare parts and consumable items necessary to maintain the gen sets for expected usage of 12 months, based on its experience.
2. Contractor must monitor stock levels and replenish parts taking into account realistic procurement and transportation lead times, so as to avoid a condition of a zero balance of any normally stocked item. The parts to be managed include the filters, acids, coolants and lubricants and any other supplies and/or parts that could reasonably be expected to fail within one year, such as hoses, belts, clamps, fuel injectors, switches, cables, connectors, etc. Contractor's supply management shall be consistent with County policies and procedures for requesting, receiving, storing, inventorying and issuing of supplies. County will provide storage space for these spare parts and will reimburse the

Contractor for procured parts.

3. Contractor will provide as part of the proposal examples of innovation and resourcefulness in parts and consumable supplies procurement and examples of innovative methods applied to reduce parts cost and reduce supply consumption.

V. Performance Monitoring and Testing

A monitoring program shall be established to compare the performance of major equipment and overall system with the vendor's guaranteed performance specification. This comparison will be the basis for analyses of deviations and proposals for remedies. A reference test standard shall be defined and plant performance testing shall be initiated to test performance in comparison with a standard. Contractor may develop a reporting format or utilize one provided by Subcontractor.

1. Test Items and Test Duration: Monitoring device calibration shall be performed annually. Testing shall be performed annually. The list of monitoring and test items shall be included in the proposal and follow the general testing standard and recommendations provided by suppliers.
2. Measuring Points and Location: Prior to performance monitoring, the availability of the measuring equipment shall be verified and calibrated to an acceptable tolerance. A list of measuring points will be provided by Contractor in order to conduct the monitoring and testing during the operation period. Contractor may develop a list by referring to the information provided in the manuals and collaboration with County's Project Manager.
The list of measuring points shall include a list of all instruments that are available at site and are useful for the monitoring, and detailed drawings in order to study the location of measurements and the possibility to install portable devices during the monitoring.
3. Instrumentation and Measurement Uncertainty: An uncertainty analysis shall be performed prior to the test. The performance test code always establishes a limit for each required measurement uncertainty. A post-test uncertainty analysis should be performed to assure that the actual test has met the requirement of test code. The overall test uncertainty will be calculated in accordance with defined procedure and by the specified standard.
4. Computation of Results: Determine the power output and heat rate at specified conditions. Recorded data used for computation of the results is the average value of the readings during a single test run. Instrument and other corrections may be necessary to apply before using these data.
5. Results Evaluation: The results of the monitoring will be used in calculating the different parameters such as fuel flow and efficiency. All results will be adjusted based on correction curves. These correction curves are normally included in the obligation of the supplier to submit, but, if not available, they can to some extent be replaced by standard correction curves from different standards. During performance monitoring, an overall check of the status of actual measuring shall be made before any decision on more detailed measuring is taken. Only if recorded measurements indicate differences and/or uncertainties in values, a more detailed measuring program shall be elaborated for a renewed calculation of efficiency.

Deviations in the efficiency can normally be deduced from deviations in important parameters. These parameters also give an indication of the source of deviation. Therefore, very accurate measurements and detailed calculations taking all possible parameters, e.g. according to DIN 1942, are not required. Normally, readings from the fixed installed instruments are sufficient and the result will be approximate figures for efficiency.

VI. Warranty

1. Monitoring:

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- a. Contractor will recommend methods to monitor the performance of the gen sets, ensuring the operating temperatures, oil pressure, and any other measurement data (as necessary) are within the expected range of normal and shall perform all periodic checks and preventative maintenance, and shall perform periodic servicing other than that which may be the responsibility of the equipment manufacturer or his representative under provisions of a warranty. In such cases, when servicing is performed under a manufacturer's warranty or a separate vendor's contract, the Contractor shall monitor and serve as a liaison for County and shall make record of such servicing. Contractor shall provide all consumable supplies necessary for servicing. Contractor shall forecast to County when such servicing will be required and shall make appropriate record of when the servicing has been completed.
- b. After award, Contractor shall monitor applicable equipment warranties, ensuring no warranty provisions are violated and shall coordinate with County, any warranty claims with the equipment vendor. Contractor shall ensure that all operation and services of warranted equipment is in agreement with the applicable warranty provisions.

VII. Reporting Requirements

1. Contractor shall list, as outlined above, reports that will be generated, including their frequencies, to include operating logs, forecasts of gen-set service, reports of repairs needed and completed, service logs, fuel consumption reports, recommendations and requests for purchase of parts and components and/or consumables, monthly KW production, monthly KW SCE Import, monthly natural gas usage, etc.
2. Commencing one (1) month after Contract award, a monthly projection of natural gas required to run the CUP for the upcoming month, based upon mutually agreed climatologically data, will be required to be turned into County Project Manager, or designee, by the 15th day of each month.
3. Contractor shall work under technical direction of County Project Manager or his designee. Contractor shall report immediately to County Project Manager any electrical emergency or potential safety hazard.
4. Contractor shall notify County Project Manager and the Airport Service Desk at (949) 852-4004 of any equipment malfunction of any component of the CUP Description listed in Section II of the Scope of Work within three (3) hour of Contractor's observation/alarm notification of the equipment failure.

VIII. Quality Control

Contractor shall provide a schedule to meet with County Project Manager, or designated representative. Mutual effort shall be made to resolve any and all problems identified. County will monitor Contractor's performance in each functional area under this Contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. If Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency Report will be issued by County Project Manager. Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented in the future.

County reserves the right to have an independent third party audit Contractor operations and prepare and/or review reports and documentation. Contractor shall be responsible for all Quality Assurance/Quality Control (QA/QC) reporting and for all other reports required by SCAQM and others.

IX. Training

1. Contractor will include specific internal combustion engine/generator, absorption chiller, centrifugal chiller training, or medium voltage (12 KV) system training possessed by Contractor's

staff being proposed to operate the CUP.

2. Contractor will propose a training schedule for Contractor's staff that do not have sufficient training in a designated discipline.

X. County's Obligations

County shall provide reasonable means of access to the site. County shall coordinate the operation of its existing facilities at the Project Site to permit Contractor to perform the work required under the Contract. Contractor shall be permitted to control and/or operate all facilities or equipment necessary to perform the services herein described at a time and date approved by the County.

County shall be responsible for the following:

1. During the term of this Contract, County shall not perform any maintenance on the equipment or otherwise modify the equipment or any equipment related to the Project Site in any way that would alter, modify or change the configuration or operation of the equipment as originally installed without mutual agreement.
2. In the event of an emergency, County may immediately shut down operation of the equipment when there is an appreciable risk that continuing operations will result in significant damage to equipment, caused personal injury or will result in any violation of any applicable permits or laws relating to the operation of the equipment.
3. County assumes primary responsibility in notifying Contractor in the event of an emergency. If an emergency occurs after Contractor's normal business hours, County shall contact Contractor's After Hours Response Line. If an emergency occurs during normal working hours, then County shall contact Contractor.
4. Fire Sprinkler System water up to the point of connection at the fire main.
5. Fire System Backflow at the northwest corner of the CUP site.
6. JWA IT "Shed" located at the northwest corner of the CUP site.
7. Fire Alarm System components and operation.
8. AACS System components and operation.
9. CCTV System components and operation.
10. Emergency Phone System components and operation.
11. Daily custodial cleaning of the control room and restroom. Contractor will be responsible for the removal and disposal of all trash and debris.
12. Landscaping and Landscaping Maintenance.

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Attachment A-1

Vendor's Proposal Revised 101119

Pages 26-56 attached by reference that includes the following:

Part 4 - Approach and Methodology

Part 5 – Proposed Staffing Plan

Part 4 - Approach and Methodology

Experience Statement:

Sterling Energy is a company completely dedicated to the professional management of thermal and renewable power generation assets. Since our start in 1989 we have added value for more than 100 clients on projects located in more than 20 countries. Our experience and management services span every phase of a power project, from development through asset management, and nearly every conventional and alternative energy technology.

Our management services are marked by our commitment to provide exactly the right approach to meet our client's need. Capabilities we have applied successfully throughout the industry, that we have applied to the Central Utility Plant at JWA include:

Contract Operations and Maintenance, providing all the personnel necessary to successfully commission, manage, operate, maintain, and administer the business and technical operation of the facility.

Management, Operations, and Maintenance Mobilizations, we develop O&M management strategies, implementing management systems, recruiting and training plant personnel, developing policies and procedures, developing the annual operating plan and setting the culture to ensure project success.

Other management services that we offer, and are particularly valuable at JWA in supporting new project development and execution, include:

Commissioning Management and Startup Services, providing expert commissioning program development, program management, and complete plant startup services.

Transition Support Services, provide business and technical advice and due diligence services including contract and data reviews, modification assessments, economic modeling and cost review, resource and systems evaluations, and facility assessments.

Management and Technical Consulting, provide insight and advice to facility owners, operators, investors, or developers. These services often cover a very broad range of subjects including those supporting project/plant acquisitions and development, strategic business decisions, plant management, issue resolution, and technical problem solving.

Generation Equipment Preservation and Layup Services, developing and implementing generation equipment preservation and layup programs compliant with or exceeding manufacturer's preservation guidelines.

We proudly offer to provide all of these services with the confidence that comes from having done so, successfully, many times.

Sterling Energy has very competently managed the Operation and Maintenance of the JWA Central Plant since May 2011. We are fully conversant with the requirements and duties outlined in this RFP. Further, we believe we have demonstrated our unique capability to respond to the general objectives of this solicitation.

Nonetheless, it is worth restating our approach. This is a well- tested system that Sterling Energy has adopted and applied in many power facilities throughout the world since 1989. Particularly in dealing with Commissioning and Start-up, Operations and Maintenance capabilities, the following narrative lays out our general approach.

Sterling Energy develops System Operating Procedures (SOP's) that include start-up, operation, preventive maintenance and shut down procedures on all major systems. These procedures are developed from the commissioning documentation, operation and maintenance manuals and environmental permits. Training covering the startup procedures are provided to all of our staff members who are involved with the startup and operation of the CUP.

Sterling Energy believes that any plant should be operated within the confines of a clearly defined body of policies and procedures by which the best way to do things is institutionalized. As part of our mobilization service, Sterling Energy develops a comprehensive Policies and Procedures Manual (PPM).

Much of the content in several sections have requirements unique to the jurisdiction in which the plant is located and must be prepared with the aid of local consultants. For example, Sterling Energy normally engages a local Safety Consultant and a Human Resources Consultant, to write applicable sections of the manual. Sterling Energy takes their input, converts it into format consistent with the rest of the manual and inserts it into the binders. This work is, of course, complete and current.

At Sterling Energy, we have devoted an enormous amount of thought, time and attention toward developing a robust body of effective procedures that permits necessary paperwork to flow smoothly and eliminates that which serves no useful purpose or is redundant. These procedures are relatively transportable, as the processes they cover are essentially universal in nature.

The Policies and Procedure Manual (PPM) prepared for JWA is designed to be modular in nature and can be expanded over time as procedures are updated or new ones are created. The actual content of individual volumes may change somewhat as the project evolves. The following is the table of content for the JWA CUP Policies and Procedures Manual . Copies are available at the site office.

1.0 POLICIES

- 1.01 Statement of Mission and Vision
- 1.02 Statement of Policies

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2.0 ADMINISTRATION

- 2.01 Plant Staffing and Organization
- 2.02 Hiring and Termination
- 2.03 Personnel Files
- 2.04 Compensation
- 2.05 Time Reports
- 2.06 Expense Reports
- 2.07 Personal Progress Plans
- 2.08 Qualification and Training
- 2.09 Reviews and Evaluations
- 2.10 Petty Cash Fund
- 2.11 Issuing and Revising Procedures
- 2.12 Document Update, Control and Distribution
- 2.13 Confidential Information
- 2.14 Annual Management Audit
- 2.15 Document Library and Storage
- 2.17 Insurance Claims

3.0 PROCUREMENT

- 3.01 Requisitions
- 3.02 Bid Quotations
- 3.03 Purchase Orders
- 3.04 Receiving
- 3.05 Warranty Claims

4.0 OPERATIONS AND MAINTENANCE MANAGEMENT

- 4.01 Shift Turnovers
- 4.02 Shift Log Book
- 4.03 Shift Operations Record Keeping (Logs)
- 4.04 Dispatching
- 4.05 Lead Lifting, Jumpering and Forced Points/Values
- 4.06 Warehouse Storage & Inventory
- 4.07 Daily Production, Fuel and Water Reports

5.0 ENGINEERING MANAGEMENT

- 5.01 Design Change Requests
- 5.02 Outage Planning and Scheduling
- 5.03 Plant Performance Testing
- 5.04 Construction Punchlists

6.0 ACCOUNTING

- 6.01 Accounting Setup
- 6.02 Budget Variance Reports
- 6.03 Major Maintenance Funds Accounting

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- 6.04 Entering New Vendors
- 6.05 Maintaining Purchase Documents
- 6.06 Approving Invoices for Payment
- 6.07 6.14 Team Member Setup in Accounting
- 6.08 Creating and Maintaining Timecard Reports
- 6.09 Plant Inventory

7.0 ENVIRONMENTAL COMPLIANCE

- 7.01 Emissions Monitoring and Reporting Plan
- 7.02 Water Releases
- 7.03 Airborne Releases (CEMS)
- 7.04 Spill Prevention, Containment and Reporting

8.0 SAFETY AND HEALTH (to be developed in conformance with existing JWA safety manual)

- 8.01 Accident Reporting and Investigation
- 8.02 Confined Space Entry
- 8.03 Electrical Safety
- 8.04 Compressed Gas Cylinders
- 8.05 Excavation
- 8.06 Driver Safety
- 8.07 Fall Prevention and Work Aloft
- 8.08 Fire Extinguishers
- 8.09 Fire Protection Systems
- 8.10 First Aid
- 8.11 Flammable and Combustible Materials
- 8.12 Forklift and mobile equipment operation
- 8.13 Hazardous Materials Safety Data Communication
- 8.14 Hazardous materials handling and transport
- 8.15 Hearing Protection
- 8.16 Personal Protective Equipment
- 8.17 Rigging, Cranes and Hoists
- 8.18 Safety Committee
- 8.19 Safety Meetings
- 8.20 Safety Training Requirements
- 8.21 Shop Equipment and Tool Safety
- 8.22 Signs and Tags
- 8.23 Spill Response
- 8.24 Tagging and Lockout Procedures
- 8.25 Airport Security – Rules and Regulations

9.0 SYSTEM OPERATING PROCEDURES

One for each system in the facility. At the time of this writing the know systems are listed but not limited to.

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[EPC Contractor provides system description and control logic for each.]

- 9.01 Power Generation and Distribution
- 9.02 Emission Control and Monitoring
- 9.03 Chilled Water Production
- 9.04 Heat Rejection
- 9.05 Engine Room Space Cooling
- 9.06 Electrical Switchgear Room Cooling
- 9.07 Electronic Control Systems
- 9.08 Sewage Ejection Pump Station
- 9.09 Fire Alarm
- 9.10 Alarm and Access Control (AACS)
- 9.11 Closed Circuit TV (CCTV)
- 9.12 Universal Power Supply (UPS) Units
- 9.13 Chilled Water System
- 9.14 Condenser Water System
- 9.15 Cooling Water System
- 9.16 Hot Water System
- 9.17 Electronic Control System
- 9.18 SCR System
- 9.19 12kV system

10.0 PLANT OPERATING PROCEDURES

- 10.01 Normal Startup
- 10.02 Normal Shutdown
- 10.03 Emergency Shutdown
- 10.04 Plant Blackout Checklist
- 10.05 Extended Shutdown Layup
- 10.06 Water Chemistry
- 10.07 SCE Interconnect Agreement

Operation: Over the course of our existing contract, Sterling Energy has brought a team of diverse and experienced startup and operations personnel to work at the CUP facility. These individuals are professionals with extensive and diverse experience with similar plant equipment. They learned the operation and maintenance requirements of the CUP in an extremely short time period and continued with plant system training throughout their residence here. These individuals have also proven to be valuable resources for resolving complex O&M troubleshooting or response to unusual operating circumstances as they arise. These human resources represent a significant value to JWA that will continue to be available if we are the successful bidder in response to this RFP.

The Project Manager leads the development of all deliverables pursuant to the contract requirements such as:

- Coordinating the recruitment and training of the permanent staff members.

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- Establishing shift schedules to provide required coverage at the site.
- Securing capable and reliable sub-contractors to perform unique services.
- Procuring all necessary spares and consumables.
- Coordinating all requisite systems testing and performance monitoring and compliance.
- Providing monthly natural gas forecasts.
- Preparing all O&M daily / monthly reports to airport management as well as generation of all Regulatory compliance reports and records.
- Developing Performance Monitoring Spreadsheets for to document regular performance monitoring and testing during the life of the CUP. These are also used to develop the seasonal natural gas forecasts.

Team Members provide operations coverage seven days a week, performing routine maintenance tasks while "on watch". Our hiring objective is to engage O&M technicians with a high degree of maintenance experience which also have the aptitude to be effective equipment operators after training.

Typically, we assign each Team Member one or more physical systems, or other identifiable area of responsibility for which he, or she, will be the Sponsor. At the time of the assignment, the specific duties related to the Sponsors are clearly defined, as are the criteria for success with it. Each Sponsor is consulted and a plan is agreed upon to accomplish specific tasks, with specific times by which they are committed to be done is established. Each team member is also engaged in the preparation of all reporting and performance analysis activities to help broaden their understanding of the whole operation and why certain decisions are taken with respect to operations and maintenance objectives. For example, the Sponsor of a specific physical system in the plant will have the following duties associated with it:

- ◆ Reviewing system completion and operational readiness status.
- ◆ Seeing that the operating procedures reflect the current and best way to operate.
- ◆ Performing nearly all of the routine cleaning and periodic maintenance.
- ◆ Recommending/reviewing the inventory levels of spare parts.
- ◆ Finding, or stimulating the search for, solutions to chronic problems.
- ◆ Planning overhauls and outage activities.
- ◆ Training other Team Members in its features and proper operation.

Success Criteria will include:

- ◆ Zero Forced Outage Contribution by that system.
- ◆ Clean equipment, with no drips or leaks.

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- ◆ All preventive maintenance actions completed on schedule.
- ◆ All deficiencies entered as Work Orders in the maintenance management program.
- ◆ Parts for all known requirements on order

A typical action plan might include:

- ◆ Review vendor's recommended spare parts list and submit requisitions for parts meeting the specified spare parts criteria by mm/dd/yy.
 - ◆ Walk down and submit draft list of system deficiencies by mm/dd/yy
 - ◆ Validate system operating procedures and submit draft changes for approval by mm/dd/yy.
- ◆ Contact equipment supplier and obtain recommendations to solve a particular problem by mm/dd/yy.
- ◆ Obtain quotes and submit evaluation and recommendation for sources of consumables used in system by mm/dd/yy.

The effect, proven many times, is that Team Members will take responsibility and personal ownership for their assigned systems. They will be responsible to the Project Manager, and perhaps more importantly, to the other Team Members for making their part of the plant the best it can be. By intelligent planning, effective management and carefully matching the skills of the personnel to these assignments, we are able to stimulate bright minds with new challenges and create the type of O&M organization which consistently meets performance goals.

We will operate the CUP strictly as intended by the Design-BUILDER and Manufacturers to insure warranties are not compromised. During this period and subsequent years we will closely monitor each system to ensure that the CUP is being operated in the most efficient and economical manner. As contemplated in the RFP, we will report our findings and recommend any operating modifications to JWA at the end of the warranty period and regularly through the life of the equipment / term of the contract.

Maintenance:

Sterling Energy has established a comprehensive preventive maintenance program (PM) to ensure the highest reliability of plant components. This program will be in accordance with the equipment manufacturers recommendations, augmented by our own experience.

Modern computerized maintenance and materials management systems (CMMS) are enormously powerful tools when properly implemented and nearly valueless when they are not. The most important factors between these two extremes are how completely and well-coordinated the initial data is loaded into the various relational databases, and how well trained the users are with *all* of the

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system's various uses. In this instance Sterling Energy has created a custom CMMS program tailored to the needs of the Central Plant.

Concurrently, the Project Manager and the individual System Sponsors will be gathering "hard copy" parts information from vendor manuals and recommended spare parts lists provided, we assume, by the EPC contractor. We normally enter this data first into an Excel file, then bulk load it into the CMMS program. We use the Excel file later as we prioritize and select parts for the initial spare parts inventory. At this juncture, however, we are not concerned with whether or not we are going to buy the parts, since we will enter all parts into the CMMS, even if the ultimate inventory quantity will be zero.

With the two main databases, master equipment list and parts list, loaded, the system is functional, although probably still not accessible on the plant network. Sterling Energy then works with each individual System Sponsor to prioritize and obtain prices for all the spare parts and to enter the initial preventive maintenance program for each system.

Selection of the initial spare parts inventory is as an integrated process in which all systems and priorities are considered against whatever capital budget constraints are present to set the original stocking levels. When this is complete, the parts are requisitioned by the System Sponsors and the maximum, minimum and reorder quantities for each part are set in the CMMS program.

At this point the CMMS program, itself, is essentially complete. The CMMS program is treated as another physical system in the plant. Responsibility for the system will be assigned to a System Sponsor. His/her duties will be primarily related to maintaining the integrity of the data and to producing the various periodic reports used for accounting and management. Most routine activities, such as opening new work orders, requisitioning, receiving and drawing parts, and recording work that has been accomplished will be entered by whoever is most closely involved. Closing work orders, changing preventive and predictive maintenance procedures or frequency and changing part inventory reorder quantities will be done by the individual Sponsor of the affected system.

Before putting the system on the network for general use, Sterling Energy, working with the CMMS creator will conduct extensive training on the program. This training will be comprehensive enough to assure that everyone knows how to do what they need to, and that they understand how their acts or omissions affect the other users of the system.

We will also develop a predictive maintenance program that will include the following:

- Thermography
- Vibration analysis
- Engine unit's performance metrics
- Generator units Polarity Index trends, insulation testing and interior inspections
- Major electric motor megger readings, vibration checks
- Oil analysis, coolant testing.
- Heat Exchanger performance

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- Chiller reference performance trends

1. Project Overview

The Project Manager will manage and maintain a major maintenance program. He will evaluate and recommend to Owner the best options with regard to the major maintenance work associated with the principal components such as engine overhaul, generator interior inspections, switchgear testing and system relay protection validation. The Project Manager will notify JWA of emergencies or unplanned maintenance resulting, or which may result, in shutdowns or interruption of services. Contractor shall use its best efforts in, and shall keep Owner informed of progress in, restoring the CUP to normal operations as soon as possible

a. Operation of the JWA CUP:

When developing a schedule for operation of generators, chillers and balance of plant, we take account of the reliability of the units in service and on stand-by such that the load demand of the Terminal is fully supported. As to the relative cost of generated power versus utility imports we view the tariffs by time of use under our TOU-8 schedule for winter or summer period. See rate schedule table below.

Electricity Rate Schedule for JWA (TOU – 8)

Summer Season:

Summer Season begins at 12:00AM on June 1 and continues until 12:00AM on October 1

Green: Mid-peak rate 4:00PM to 9:00PM Weekends and Public Holidays

Red: On-Peak rate 4:00PM to 9:00PM Weekdays only (Holidays excluded).

Blue: Off-Peak rate 9:00PM to 4:00PM Weekdays, Weekends and Public Holidays.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
4:00PM to 9:00PM	Red	Red	Red	Red	Red	Green	Green
9:00PM to 4:00PM	Blue	Blue	Blue	Blue	Blue	Blue	Blue
Including Holidays	Blue	Blue	Blue	Blue	Blue	Blue	Blue

Winter Season:

Winter Season begins at 12:00AM on October 1 and continues until 12:00AM on June 1.

Yellow: Super-Off-Peak rate 8:00AM to 4:00PM Weekdays, Weekends and Public Holidays.

Green: Mid-Peak rate 4:00PM to 9:00PM Weekdays, Weekends and Public Holidays.

Blue: Off-Peak rate 9:00PM to 8:00AM Weekdays, Weekends and Public Holidays.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00AM to 4:00PM Including Holidays	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
4:00PM to 9:00PM Including Holidays	Green	Green	Green	Green	Green	Green	Green
9:00PM to 8:00AM Including Holidays	Blue	Blue	Blue	Blue	Blue	Blue	Blue

Public Holidays:

New Year's Day, President's day, Memorial Day, Independence Day, Labor Day,
 Veteran's day, Thanksgiving Day, Christmas Day.

We also consider the all-in cost of generation, including natural gas and other running costs as well as the influence of deferred maintenance when choosing to import during low tariff periods. Coupled to this, is the ability to beneficially use the available waste heat recovered from running generators. Sterling Energy has developed model spreadsheets to capture all of these related costs and how the savings for any one operating regime can be balanced against the reliability of the deliveries of power and chilled water to the airport terminals. See inputs table below

	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18
CUP Power Generated (MWh)	2,393,474	2,511,822	2,655,400	2,578,559	1,454,273	1,166,111	869,399	888,238	830,810	930,911	1,056,332	967,144
SCE Statement CUP Power Imported (MWh)	266,248	362,280	397,248	213,560	1,090,376	1,550,080	1,429,048	1,401,080	1,555,464		1,239,088	1,656,968
SCE Statement Service Dates	05/30-06/28	06/28-07/28	07/28-08/28	08/28-09/27	09/27-10/26	10/26-11/28	11/28-12/27	12/27-1/26	1/26-2/27		3/28-4/27	4/27-5/29
Gas Co. Statement Gas Used (Therms)	271,244	291,825	299,664	294,063	158,456	130,915	91,216	104,060	92,494		121,076	51,065
SCE Power Bill (\$)	\$59,960.09	\$64,405.44	\$91,608.12	\$76,004.01	\$123,297.36	\$134,063.34	\$122,510.57	\$124,130.15	\$134,151.74		\$116,527.15	\$116,527.15
Gas Co. Bill (\$)	\$123,214.85	\$129,026.80	\$132,576.50	\$130,542.61	\$66,435.43	\$60,022.46	\$53,054.24	\$50,085.74	\$43,385.20		\$47,025.72	\$27,876.04
Monthly Report Power Imported	271,472	395,777	379,780	196,263	1,401,158	1,313,678	1,533,848	1,479,433	1,293,421	1,395,143	1,302,699	1,593,278
Monthly Report Gas Used (MMBtu)	26,099	28,479	28,677	28,209	16,195	12,868	9,293	9,228	8,732	100,467	11,733	10,325

	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
CUP Power Generated (MWh)	2,241,782	2,669,571	2,656,918	2,391,995	1,083,569	1,006,956	901,889	921,776	980,898	906,716	879,729	908,090
SCE Statement CUP Power Imported (MWh)	348,304	313,395	306,520	351,544	1,375,408	1,728,920	1,321,304	1,517,440	1,104,608	1,324,368	1,631,856	1,533,696
SCE Statement Service Dates	5/29-6/27	6/27-7/17	7/27-8/27	8/27-9/26	9/26-10/25	10/25-11/27	11/27-12/27	12/27-1/28	1/27-2/27	2/27-3/28	3/28-4/29	4/29-5/29
Gas Co. Statement Gas Used (Therms)	87,676	308,647	302,054	271,805	117,661	107,289	99,893	102,523	110,567	94,976	101,781	101,102
SCE Power Bill (\$)	\$77,658.26	\$67,658.01	\$102,212.28	\$74,255.84	\$132,031.91	\$154,518.42	\$119,789.79	\$131,749.05	\$106,451.43	\$118,778.96	\$149,188.94	\$146,315.82
Gas Co. Bill (\$)	\$60,598.16	\$142,519.21	\$218,015.01	\$136,528.14	\$135,409.00	\$58,639.39	\$92,028.35	\$78,186.66	\$65,010.17	\$53,733.36	\$54,921.00	\$46,872.05
Monthly Report Power Imported	289,709	346,867	488,562	345,794	164,600	1,476,913	1,346,479	1,344,720	1,040,325	1,431,614	1,405,614	1,570,277
Monthly Report Gas Used (MMBtu)	25,445	26,902	28,906	26,041	11,162	10,159	9,785	10,014	10,672	9,793	9,357	9,734

Questions about the reliability of the utility support infrastructure play into this equation constantly, so we elect to favour self generation when there are high load demand days, or when we have any indications of utility curtailments or system faults that highlight how we process the costs and performance data to arrive at the optimal operating arrangements. Following more than eight years of CUP operating history we have the

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capability to predict usage patterns by season or month, natural gas usage forecasts and expected CUP operating efficiency patterns.

As a practical matter we have learned to be guided by economic factors when choosing levels of generation, but the primary consideration in all seasons is to shield against unplanned power outages any hour that the airport is open for business.

Our operating regime with regards to chilled water production hinges on taking full advantage of available waste heat and regulating the output flow temperature in a manner that exploits the efficiency of the absorption Chillers. See the following report that captures the import of such decisions.

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May-19			
SCE Imports Monthly	1570277	KWH	
CUP Production Monthly	908090	KWH	
Percent imports of total Airport usage	63.36	%	
Plant Input Energy = Natural Gas Used	Input	10047.94	MMBTU
Plant Output Energy = Gen Kwh + Beneficially Used Hot Water	Output	5721.68	MMBTU
Plant Efficiency = Output Energy/Input Energy	Efficiency	56.94	%
ACH Tonnage per/hour		363	Tons
ACH Monthly Tonnage		126746	Tons
CCH Tonnage per/hour		302	Tons
CCH Monthly Tonnage		148886	Tons
Input = Natural Gas CCF		28,897	CCF
Chilled Water contribution from ACH		56.92	%
Jun-19			
SCE Imports Monthly	442621	KWH	
CUP Production Monthly	2029479	KWH	
Percent imports of total Airport usage	17.90	%	
Plant Input Energy = Natural Gas Used	Input	23172.42	MMBTU
Plant Output Energy = Gen Kwh + Beneficially Used Hot Water	Output	21013.62	MMBTU
Plant Efficiency = Output Energy/Input Energy	Efficiency	90.68	%
ACH Tonnage per/hour		834	Tons
ACH Monthly Tonnage		1056678	Tons
CCH Tonnage per/hour		353	Tons
CCH Monthly Tonnage		71659	Tons
Input = Natural Gas CCF		228,075	CCF
Chilled Water contribution from ACH		93.65	%
Jul-19			
SCE Imports Monthly	354444	KWH	
CUP Production Monthly	2506374	KWH	
Percent imports of total Airport usage	12.39	%	
Plant Input Energy = Natural Gas Used	Input	28572.36	MMBTU
Plant Output Energy = Gen Kwh + Beneficially Used Hot Water	Output	25201.79	MMBTU
Plant Efficiency = Output Energy/Input Energy	Efficiency	88.20	%
ACH Tonnage per/hour		869	Tons
ACH Monthly Tonnage		1248753	Tons
CCH Tonnage per/hour		415	Tons
CCH Monthly Tonnage		184675	Tons
Input = Natural Gas CCF		281,224	CCF
Chilled Water contribution from ACH		87.12	%

Integral to all of this is the need to be fully compliant with all of the conditions of the Permit to Operate issued by the South Coast Air Quality Management District. See Attachments #1 that capture our compliance record and provide JWA regular reports to confirm compliance. (a) Quarterly Part 60 rule 218, (b) Daily Calibration report and (c) monthly summary.

b. Maintenance

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I. Objectives:

Key to longevity of a reliable facility is the implementation of a thorough and extensive sequence of inspections, monitoring and servicing of all running equipment. In this setting, condition monitoring is the primary measure in gauging the condition of running equipment. Our Maintenance program embraces all of the OEM recommended overhaul and service schedules. We have compiled a custom made CMMMS system for JWA that provides the tools for producing Daily and Monthly Operating reports, Parts Requisitions and Purchase Orders, Parts Inventory and Consumables usage, as well as Maintenance Work Orders. This integrated system captured much of the information we need to confirm a job being well done. See Attachment #2, CMMS System screens

II. Preventive and Corrective Maintenance:

This involves the servicing and maintaining of each piece of equipment in a manner that ensures safe, reliable, economic and efficient operation for the duration of its service life. Performing checks, inspections and tests as indicated by the OEM ensures a good outcome.

A. Here are some examples of recurring maintenance and servicing schedules:

- Complete inspection, servicing and maintenance of main 12kV switchgear, including all circuit breakers, bus connections, protection devices and settings check on all relays to be performed every three years. Infrared scanning, support battery checks, PT's, CT's and meters to be verified on same cycle. Attachment #3 of such report copy. Add Beckwith Relay settings.
- Engine Servicing and overhaul; minor service each 1500 running hours, full service each 3000 running hours, annual inspection and service each 6000 running hours. Then a top end overhaul each 15,000 running hours and a full engine overhaul each 30,000 running hours. There is constant monitoring of engine internals through regular lubricating oil analyses to address the condition of bearings and internal corrosion activity that would degrade oil quality. There is also regular monitoring of the engine coolant to confirm the condition of the fluid and all the cooled spaces. See Attachment #4 on Engine Service detail, Oil analysis report and Oil Consumption monitoring.

- Documented regular maintenance routines on CEMS equipment to confirm reliable performance of the analysers and monitor any trends or problems as the equipment ages. See attachment #5 on daily, monthly and Quarterly checks.

B. In our effort to keep costs as low as possible Sterling Energy plans to perform all maintenance requirements that are consistent with the skills and availability of the facility staff. We will focus the team on Preventative Maintenance, targeting no incomplete or open PM work orders. In the event of scheduling conflicts, we will utilize contractors for repairs and corrective maintenance to assure that the permanent crew remains focused on preventing future failures. We also defer to specialized contractors where special tooling is needed, or certified measurement equipment and technicians are required. The following list of equipment for which routine maintenance will be performed by our in-house staff, and those for which we expect to accomplish by third party contractors:

- | | | |
|--------|--|----------------------------------|
| i. | Generators..... | Sterling / Sloan Electric |
| ii. | Emission/SCR units..... | Sterling / AQE |
| iii. | Urea System (including replenishment) | Sterling / DEF |
| iv. | Absorption Chillers..... | Broad / Sterling |
| v. | Centrifugal Chillers..... | Carrier / Sterling |
| vi. | Cooling Towers..... | Sterling |
| vii. | Pumps and Variable-frequency Drives (VFD's)... | Sterling |
| viii. | Direct Evaporative Coolers..... | Sterling |
| ix. | Fans, fan coils, air conditioning units..... | Carrier / Sterling |
| x. | Sewage eject pump system..... | JWA / Sterling |
| xi. | Fire sprinklers..... | JWA / Contractor |
| xii. | Medium voltage paralleling switchgear assembly | PST / Sterling |
| xiii. | Medium voltage circuit breaker | PST / Sterling |
| xiv. | Protective relays..... | PST |
| xv. | Main control panel and control circuits..... | Siemens / Sterling |
| xvi. | Meter and instruments..... | Sterling |
| xvii. | Batteries and chargers..... | Sterling |
| xviii. | 12 KV Cabling..... | Sterling / 3 rd Party |
| xix. | 12 KV Oil cooled transformers..... | 3 rd party |
| xx. | Electronic systems:..... | Sterling / 3 rd party |

c. Response Times:

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- I. Sterling Energy recommendation for on-site staff coverage for CUP is to provide 24/7 oversight, with a presence on site seven days a week. The majority of preventive maintenance will be conducted during the off-shift hours or during low load operating conditions at JWA. Our entire staff will possess strong maintenance abilities and experience and will be cross trained so that all O&M Technicians can safely and efficiently operate the CUP within the OEM manufacturer guidelines and all operating permits and agreements.

Our proposed staffing for the new contract period is already in place, as follows:

- One (1) Project Manager
- One (1) Technical Services Manager (System Integration Manager)
- One (1) Maintenance Manager
- Four (4) Maintenance & Operations Technician
- One (1) Purchasing/Billing Administrator

The Project Manager will be responsible for all the O&M services that we provide at the CUP. Managing our staff activities to operate and maintain the facility, to compile records, generate reports, monitor plant efficiencies and performance, manage spare parts and reorder requirements, third party contract services, plant staff performance and assist and supervise all activities. Considerable participation in the development of the P404 Project, managing the involvement of Sterling Energy personnel in the many review activities as this new project gets built and fully integrated into the CUP systems.

The Technical Services Manager will shadow the Project Manager's activities and will be the lead person involved with the P404 Project progression. As an experienced Electrical and Controls Engineer, he will perform a supporting role to the JWA Project team, offering a detailed review of the designs proposed to JWA by the A&E Contractor as well as undertake a key planning role in how these new projects get integrated into the existing plant. This position will also perform a strong supporting role in completing PM's, perform electrical maintenance, control system maintenance, CEMS calibrations, CEMS maintenance and reporting, plant performance analysis, operational support, third party contractor oversight and support, etc.

The Maintenance Manager will undertake the supervision of all active maintenance tasks, the testing and verifying of completed work, the securing of appropriate spares

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and the supervision of on-site sub-contractors and will assist the Project Manager in the planning of major overhaul events, airport power outages and engagement of outside contractors.

The Operations and Maintenance Technicians represent a varied skill set and experience from Electrical and controls specialists, experienced systems and power plant operators, senior CEMS technical manager level skill. Collectively they will perform all regular operating and record-keeping and logging duties customary in the traditional plant operator role. In addition, these individuals are exposed to the full spectrum of plant systems and equipment and will complete PM's, perform mechanical maintenance, operational support, third party contractor oversight and support, troubleshooting of plant faults, site housekeeping, etc

The attendance schedule contemplated for this contract has O&M technicians working in accordance with the following sample shift roster, whereby we have a weekday on-site presence from 5:00AM until 9:30PM (Winter Period), and until 10:30PM (Summer Period). Weekend days and Public Holidays, our O&M attendance is from 5:00AM until 1:30PM, and during high season and any system emergencies until 9:30PM. All other staff work regular daywork hours. Overtime hours are worked as needed for Call-outs, overnight maintenance events or during Utility or airport emergency events.

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6/1/2019-6/28/2019								
		sat	sun	mon	tue	wed	thu	fri
Name	Title	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	6-Jun	7-Jun
Chris	Operator	AM	AM	PM	PM	PM		
James	Operator			D	D	D	PM	PM
Michael	Operator			AM	AM	AM	AM	AM
		sat	sun	mon	tue	wed	thu	fri
Name	Title	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun
Chris	Operator			PM	PM	PM	PM	PM
James	Operator	AM	AM	D	D	D		
Michael	Operator			AM	AM	AM	AM	AM
		sat	sun	mon	tue	wed	thu	fri
Name	Title	15-Jun	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun
Chris	Operator			AM	AM	AM	AM	AM
James	Operator			D	D	D	PM	PM
Michael	Operator	AM	AM	PM	PM	PM		
		sat	sun	mon	tue	wed	thu	fri
Name	Title	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun
Chris	Operator	AM	AM	AM	AM	AM		
James	Operator			D	D	D	PM	PM
Michael	Operator			PM	PM	PM	AM	AM

Off-Peak Working Hours

D	8:00 AM-4:30 PM
AM	5:00 AM-1:30 PM
PM	3:00 PM-11:30 PM
	OFF
	Holiday
	Vacation
	Planned Outage

During those limited times when there is no Sterling Energy presence at the CUP one of the staff members will be assigned to carry the emergency call-out cell phone, usually this is the technician scheduled to work the early shift next morning. In the absence of any remote access capability, JWA shift staff will be informed to use this phone number for requesting an initial response. All staff members will be advised to monitor their cell phones during periods when the airport is experiencing power outages or other planned outage events.

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- II. Sterling Energy will have qualified personnel available to respond to emergencies in a time frame appropriate to the following priorities:

Abnormal – Those systems or equipment that can be out of service for two (2) to four (4) hours, have redundant equipment and can wait for normal operating times to repair without significant risk to the CUP, JWA, operations, warehousing or office facilities. The on-shift Maintenance & Operations Technician will take immediate corrective action. In the event the abnormal condition occurs during an off-shift period and the technician cannot resolve the issue, repair work will be scheduled when additional support is available.

Alarm – Those systems that are operating outside of the design parameters. The on-shift Maintenance & Operations Technician will take immediate action to correct the alarm condition.

Emergency - Continuous system uptime for critical systems including but not limited to: electrical power generation, chilled water operation, SCAQMD air permit limitations, fuel systems and ventilation system. The on-shift technician will take immediate corrective action to return the system to a normal operating state or secure the equipment to safe condition. In the event the problem cannot be corrected by the staff additional resources will be summoned for immediate support. Notifications will be made as necessary to all affected parties and agencies. Sterling Energy provides the JWA Service Desk with a call-out roster, copy attached, that has contact information for all Sterling Personnel associated with the CUP

Sterling Energy Contact List

Name	Primary #	Cell #	Email
Sterling Main Office	(949)248-2917		
On-Call Cell Phone	(949) 485-8753		
Control Room	(949)252-7565		
Michael O'Leary	(949) 892-2364	(760) 427-7711	moleary@sterling-energy.com
Steve Overland	(949) 892-2364	(573) 480-4401	soverland@sterling-energy.com
Michelle Potter	(949) 892-2363	(949)357-7254	mpotter@sterling-energy.com
Jose Quero		(760)550-5086	jquero@sterling-energy.com
Greg Born	(949)248-2917		gborn@sterling-energy.com
Chris Moore		(949)294-1527	cmoore@sterling-eneregy.com

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James Goodman		(714)721-7573	jgoodman@sterling-energy.com
Mike Kolkebeck		(951)345-3073	mkolkebeck@sterling-energy.com
Tom Burns		(949)289-4106	tburns@sterling-energy.com
Herson Alonzo		(562) 253-6934	halonzo@sterling-energy.com

Sterling Energy will provide for Owner's review and comment a matrix to provide for a timely response by Sterling Energy to address the priorities noted above.

d. Plant Operating Manual:

- I. The essence of our plant operating manual is enshrined in our PPM manual, complimented by individual SOP narratives such as that attached as Attachment 6, and the operating instructions provided by the OEM provider. Knowledge of the integrated plant systems, particularly the alarm points and trip points is essential when operating a facility that is designed to protect itself when operating unattended.

On the emissions monitoring system, an exceedance is first indicated through an alarm, then the engine run permissive is withdrawn by the Siemens Apogee system, shutting down the engine until the issue is resolved.

On the selection of engine and chiller match to optimize the efficient use of fuel and least cost cooling, the utility import limit can be manipulated to regulate the number of engines responding to a particular load demand, while the temperature setting on the electric chillers can also diminish their contribution to the Terminal chilled water demand.

Our reporting on a daily and monthly basis captures the results of how the equipment operating plan in any season responds to the economic and temperature conditions prevailing.

Spare Parts: Sterling Energy has available all of the plant Plant Operating Manuals for every plant system. These are the basis for a complete set of instructions on how to safely pre-check and start-up and run the plant equipment. Derived from this source is the complement of requisite spare parts. Since arrival on site in 2011, Sterling Energy has identified a comprehensive list of required spares and located a reliable source for these items. A sample of such a spares list is Attachment 7

Expendable Supplies and Consumables: Sterling Energy has compiled a complete list of all of the expendable items and consumables such as filters, chemicals, etc. that are necessary for the safe and efficient operation and maintenance of the facility. A sample of the list and the levels carried is Attachment 8

Sub-contractors: Sterling Energy International Inc. will be working directly with Sterling Energy Operations LLC to accomplish the requirements of this solicitation. This will be transparent to Orange County and JWA.

Sterling Energy will utilize third party contractors to perform functions that are beyond our normal services. Sterling Energy has no plans in using subcontractors for this operation, maintenance and environmental compliance services agreement. Over the operating life of the plant Sterling Energy has identified and used a group of contractors for specialized services that they can competently deliver. These are activities that are outside the range of services that Sterling Energy can self-perform. Some examples of this are

- (i) Carrier are used to perform quarterly service checks on our chiller units, diagnostic runs on each refrigerant unit to audit our maintenance performance and diagnose any fault indicators, as well as certifying required leak checks,
 - (ii) Broad are used to perform quarterly audits of the Absorption Chillers to confirm satisfactory maintenance and diagnose any faulty indicators, they also monitor the condition of the Lithium Bromide charge,
 - (iii) PST are engaged to perform switchgear servicing as needed as well as full inspection, testing and maintenance of all the CUP MCC based 12kV and 480V equipment. All protective relay settings are confirmed during these 3-year cycles,
 - (iv) Cummins are engaged to perform major engine overhaul work where special tooling and proprietary diagnostic capabilities are needed to perform the work.
- These Sub-contractors are listed below on Page 54

Outside Services: Among the services we rely on are

- (i) AQE for all stack testing and Calibration audits, CGA's are performed quarterly as are the CO testing. Annual source testing, RATA testing are performed annually depending on the engine running hours.
- (ii) Nalco Chemicals perform monthly water chemistry audits to monitor the cooling water, hot water and chilled water systems for quality and chemical residuals, they also perform on-going corrosion monitoring.

Sterling Energy relies on the existing installed control room equipment to provide all of the necessary performance data needed to ensure acceptable operating performance and full compliance with issued permit limits.

- II. Once the JWA system SCADA is installed and implemented, then all of the alarms from (i) TRACE, (ii) Cummins, (iii) GE Gear, and (iv) Siemens Apogee should be

mimicked to the SCADA monitoring. Identifying all required equipment to provide a complete and accurate list for inclusion in the SCADA matrix is subject to discussions with the system designers. Also the coordination of the chilled water production and demand should also be managed by the SCADA system.

e. SCAQMD:

Sterling Energy does have extensive working experience with SCAQMD and with other California based Air Pollution Control Districts. Sterling Energy was the on-site operator during the entire period when AQMD were reviewing the original permit applications, equipment installation inspections, CEMS performance and Compliance.

In addition the designated Project Manager for this assignment has managed several power plant facilities in California under the jurisdiction of the California Air Resources Board, including the Mesquite Lake Facility and Imperial Valley Resource Recovery Facility. Both these facilities are located in the Imperial County Air Pollution Control District which adjoins the SCAQMD.

Recommendations for maintaining compliance with SCAQMD would be to ensure that all staff members know and clearly understand the permit. Make the operating priorities unambiguous such that jeopardizing any safety policy or procedure will never be allowed. Exceeding the environmental permit limits must be avoided at all costs and production is never allowed to alter these priorities. Whenever dealing with SCAQMD always be open and honest to preserve our integrity and professional reputation. This approach is also the same that Sterling Energy takes with every contract and each business entity we are associated with.

Ensuring a solid compliance posture requires that all related equipment embraced by the Operating Permit are always in a good operating condition. This includes well maintained and correctly tuned engine, a clean CO Catalyst, a clean SCR assembly that has a well-controlled flow of urea and has a complete seal. Also, a well-maintained gas analyzer, sampling system and sample cooler and a properly functioning Data Acquisition system. Added to this is a well trained staff to maintain these satisfactory conditions, hold adequate levels of spares and provide and retain the necessary compliance reports and maintenance records.

See Attachments #9 for NOx Compliance and regular 1110.2 testing.

f. Sample Deliverables:

Confirmation of a thoroughly rigorous operating culture applied to the operation, maintenance and environmental compliance procedures is realized through a series of regularly prepared reports and scheduled testing and analyzing events, examples are in our O&M Monthly Report that includes the following items:

- Executive Summary – monthly objectives and status
- Operations – major equipment status
- Maintenance – major maintenance events during report period
- Safety – safety status and records
- Environmental – permit status and emissions reports
- Expense Monitoring – Power to Cost update reports
- Spare Parts – inventory
- Consumables report
- Energy Efficiency Reports
- Power Production and Imports
- Sub-Contractor Service reports
- Engine oil usage
- Nalco water Chemistry audit report
- Monthly Operating Performance Report
- Waste Generation Log

In our reports we have tailored a format with content and presentation that the County of Orange and JWA find usable and comprehensive.

Monthly Report Sample - See Attachment #10

Power to Cost Spreadsheet sample as Attachment #11

CMMS Daily Summary Report as Attachment #12

Other Attachments included:

Safety Procedures Manual 8.07, PPE Attachment 13(a), Sign in Sheet (b)

Carrier PM Service Contract Attachment 14

Broad Maintenance Directives Attachment 15

State Incorporation and Registration of SEI Attachment 16

Cal OSHA Form 300 for 2017, 2018 Attachment 17

SEI Insurance Certificates Attachment 18

MSDS Folder Table of Contents Attachment 19

Signed W9 Certificate as Attachment 20

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2. Cost :

Attachment B

Contractor's Pricing

1. Compensation:

This is a time and materials, not-to-exceed Contract between County and Contractor for Cogeneration/Central Utility Plant Operation, Maintenance and Environmental Compliance Services as set forth in Attachment A, "Scope of Work". Labor rates will be paid according to negotiated rates conforming to prevailing wage tables published by the State of California. Subcontracts and materials shall be passed through and paid at Contractor's cost plus any agreed percent mark-up. Technicians will be paid at the Operating Engineer Group 1 Prevailing Wage rate of \$46.30 and be eligible for wage rate increases as the State of California Department of Industrial Relations modifies the rate. Any change in rate shall result in no change in contractor overhead or profit.

Contractor may schedule required maintenance and order part or services up to \$5,000.00 without written direction from County; however, parts and services totaling over \$5,000.00 must be approved ahead of time in writing by County Project Manager. The cost of the parts and services will be reimbursed to Contractor as part of the monthly invoice. County reserves the right to subcontract and/or buy parts and services directly (without paying a mark-up or pass through fee to Contractor). Large expenses such as major engine overhauls costing over \$50,000.00 may be procured by County in coordination and with the support of the Contractor.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, and travel required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. of the County Contract Terms and Conditions.**

2. Withholdings:

County shall retain the right to withhold all payments should any provision of this Contract not be completed in a satisfactory manner or in accordance with this Contract. Only the amount associated with disputed performance shall be withheld, pending resolution of the dispute. The remaining, undisputed amount shall be paid promptly. If payment is withheld, County Project Manager shall notify Contractor in writing of the reasons and what action is required before payment will be made. Otherwise, County shall make payment within thirty

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(30) days after receipt and approval of the invoice.

3. Fees and Charges:

The price must include all fees, shipping, freight, transportation, travel, taxes and any other fees. No other compensation shall be allowed.

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

CONTRACT TERM	YEARLY ESTIMATED COST
January 1, 2020 – December 31, 2020	\$3,918,262.37
January 1, 2021 – December 31, 2021	\$3,942,033.23
January 1, 2022 – December 31, 2022	\$3,938,911.40
Total of the Three Years not to exceed amount:	\$11,799,206.99

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The hourly rates shall be paid for the Contractor's staff members. Any replacement or addition of staff must be approved in writing by County prior to work being performed. All requirements and expenses related to the performance of work and services set forth in the Scope of Work will be paid on a time-and-material basis.

Parts and materials and subcontracted services provided by entities not affiliated with Contractor will be reimbursed by County at the actual cost-plus 4.5 percent mark-up.

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Offeror's proposal shall contain the specific percentage mark-up of parts and materials.

Classification/Title	Regular Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	\$147.82	\$63.87	\$211.69
Maintenance Manager (Salaried Exempt)	\$93.67	56.70	\$150.37
Procurement and Billing Administrator (Hourly Exempt)	\$46.73	\$40.01	\$86.74
Technicians (subject to prevailing wage minimum)	\$75.79	\$45.13	\$120.92
Other Sterling Energy Managers and Engineers	\$147.82	\$63.87	\$211.69

Classification/Title	Over Time Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Maintenance Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Procurement and Billing Administrator (Hourly Exempt)	\$59.60	\$42.96	\$102.56
Technicians (subject to prevailing wage minimum)	\$99.82	\$50.64	\$150.46
Other Sterling Energy Managers and Engineers	Exempt	Exempt	Exempt

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Classification/Title	Double Time Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Maintenance Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Procurement and Billing Administrator (Hourly Exempt)	\$72.47	\$45.91	\$118.38
Technicians (subject to prevailing wage minimum)	\$123.84	\$56.15	\$179.99
Other Sterling Energy Managers and Engineers	Exempt	Exempt	Exempt

Note:

Please note the classifications above pertain to the California Department of Industrial Relations Prevailing Wage Determination Classifications. Hourly wages, benefits, and billing rates for all team members; including Project Manager and other Sterling Energy Managers and Engineers, and Procurement and Billing Administrator, will be adjusted equally in response to mandated changes by the California Department of Industrial Relations as applied to Operating Engineer, multi-shift class.

4. Final Payment

Final payment shall be issued based on the completion of the work described in the Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging office.

5. Resources to be provided by County:

The following items will be required. This list is not all inclusive as additional items will need to be decided on at contract negotiation:

- Office Space at the Central Plant Site
- Spares Storage space at nearby Maintenance Annex
- Access to phone system
- Four Desktop computers and required software
- Access to LAN and internet
- Copy machine

6. Insurance: Certificates of insurance – See Attachment 18

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Part 5 Proposed Staffing Plan

ATTACHMENT C

Staffing Plan

(Add additional lines if needed)

1. Key Personnel Staff to perform CONTRACT duties

Name	Classification/Title
<u>Michael O'Leary</u>	<u>Project Manager</u>
<u>Steve Overland</u>	<u>Systems Integration Manager</u>
<u>Jose Quero</u>	<u>Maintenance Manager</u>
<u>Chris Moore</u>	<u>Maintenance and Operations Technician</u>
<u>James Goodman</u>	<u>Maintenance and Operations Technician</u>
<u>Michael Kolkebeck</u>	<u>Maintenance and Operations Technician</u>
<u>Herson Alonzo</u>	<u>Maintenance and Operations Technician</u>
<u>Michelle Potter</u>	<u>Procurement and Billing Administrator</u>

Alternate staff (for use only if primary staff are not available)

Name	Classification/Title
<u>Thomas P. Burns</u>	<u>Safety Officer, Executive Vice President, SEI</u>
<u>Cian B. O'Leary</u>	<u>Systems Manager</u>

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of CONTRACTOR's key personnel shall be allowed only with prior written approval of the COUNTY Project Manager.

CONTRACTOR may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to COUNTY written approval. COUNTY reserves the right to have any of CONTRACTOR personnel removed from providing services to County under this contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

Subcontractor(s)

Listed below are Subcontractor(s) anticipated by CONTRACTOR to perform services specified in this CONTRACT as Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name	DIR> #	License Number	Location Address	Work Scope
<u>Broad U.S.A. Inc.</u> <u>Contact#:</u> (201)678-3010			401 Hackensack Ave, suite 503, Hackensack, New Jersey 07601	Quarterly inspection and service of both ACH chillers
<u>Nalco</u> <u>Contact#:</u> (800)856-6128	<u>1000024299</u>		211 E. Dominguez St, Long Beach, CA 90810	Perform Monthly audit testing of water chemistry and chemical supply
<u>Air Quality Engineers</u> <u>Contact#:</u> (909)396-2562			1618 French St., Santa Ana, CA 92701	Perform CGA and CO Quarterly emissions testing, also RATA and Source testing by schedule
<u>Tierney Technical Services</u> <u>Contact:</u> (714)579-5334			137 West Chapman Ave, Unit D, Fullerton, CA 92832	CEMS equipment training and Spares support
<u>Reign Industries</u> <u>(949) 243 2009</u>		1012911.	357 Cliffwood Park St Suite A Brea, CA 92821	UPS System Service and testing support
<u>Carrier Commercial Service</u> <u>Contact:</u> (800)574-9267	<u>10000173</u>		2478 Peck Rd. City of Industry, CA 90601	Perform Quarterly inspection and servicing of CCH Chillers
<u>Sloan Electric</u> <u>Contact:</u>	1000015091	286497	3520 Main St., San Diego, CA 92113	Perform Generator rewind, rebuild and testing of system resistance.

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(619)515-9691				
<u>Cummins</u> <u>Contact:</u> (562)551-5232	<u>1000057943</u>		11725 Willake St, Santa Fe Springs, CA 90670	Engine major overhaul and OEM engine spares
<u>Power Systems Testing</u> <u>Contact:</u> (714)542-6089	<u>1000000898</u>	<u>306378</u>	600 South Grand Ave, Suite 113, Santa Ana, CA 92705	Switchgear, transformer, relay inspection, testing and maintenance
<u>Orange County Welding</u> <u>Contact:</u> (714)641-3030			2021 South Eastwood, Unit E, Santa Ana, CA 92705	Perform minor fabrication repairs and specialty machining of components
<u>The Jankovich Company</u> <u>Contact:</u> (800)650-0200				Supply of lubricants and coolant products
<u>General Electric</u>			813 West 40 th St., Chicago, IL 60609	GE Zenith support and spare parts supply

No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by the CONTRACTOR without express written consent of the COUNTY. Any attempt by CONTRACTOR to assign or subcontract any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

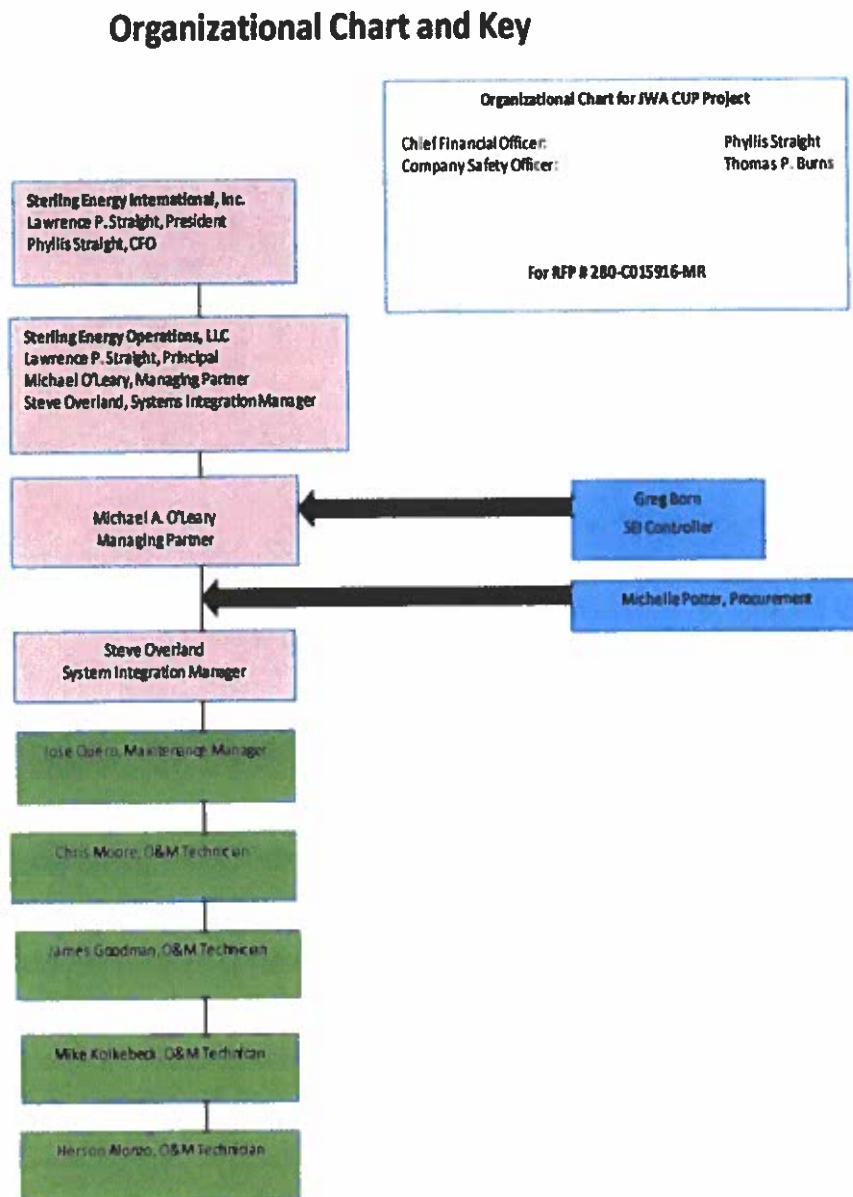
In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by CONTRACTOR for the benefit of COUNTY; COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must be approved by the COUNTY Project Manager.

The Work Schedule is as represented in the shift schedule on page 38 for hourly paid technicians during Summer months, during winter months the evening shift ends at 9:30PM, also with a single individual on morning shift on weekend days unless there is maintenance projects planned that require more than one person,

Managers and engineers usually work regular office hours, with the ability to cover any other hours as needed for shutdowns, emergencies, plant trips, etc.

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2. Organizational Chart and Key Personnel



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Attachment B
Contractor's Pricing

1. Compensation

This is a time and materials, not-to-exceed Contract between County and Contractor for Cogeneration/Central Utility Plant Operation, Maintenance and Environmental Compliance Services as set forth in Attachment A, "Scope of Work". Labor rates will be paid according to negotiated rates, and subcontracts and parts shall be passed through and paid at Contractor's cost plus any agreed percent mark-up. Technicians will be paid at the Operating Engineer Group 1 Prevailing wage rate of \$46.30 and be eligible for wage rate increases as the State of California Department of Industrial Relations modifies the rate.

Contractor may schedule required maintenance and order part or services up to \$5,000.00 without written direction from County; however, parts and services totaling over \$5,000.00 must be approved ahead of time in writing by County Project Manager. The cost of the parts and services will be reimbursed to Contractor as part of the monthly invoice. County reserves the right to subcontract and/or buy parts and services directly (without paying a mark-up or pass through fee to Contractor). Large expenses such as major engine overhauls costing over \$50,000.00 may be procured by County in coordination and with the support of the Contractor.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, and travel required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. of the County Contract Terms and Conditions.**

2. Withholdings

County shall retain the right to withhold all payments should any provision of this Contract not be completed in a satisfactory manner or in accordance with this Contract. Only the amount associated with disputed performance shall be withheld, pending resolution of the dispute. The remaining, undisputed amount shall be paid promptly. If payment is withheld, County Project Manager shall notify Contractor in writing of the reasons and what action is required before payment will be made. Otherwise, County shall make payment within thirty (30) days after receipt and approval of the invoice.

3. Fees and Charges

The price must include all fees, shipping, freight, transportation, travel, taxes and any other fees. No other compensation shall be allowed.

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

CONTRACT TERM	YEARLY COST
January 1, 2020 — December 31, 2020	\$3,918,262.37
January 1, 2021 — December 31, 2021	\$3,942,033.23
January 1, 2022 — December 31, 2022	\$3,938,911.40
Total of the Three Years not to exceed amount:	\$11,799,206.99

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The hourly rates shall be paid for the Contractor's staff members. Any replacement or addition of staff must be approved in writing by County prior to work being performed. All requirements and expenses related to the performance of work and services set forth in the Scope of Work will be paid on a time-and-materials basis.

Parts and materials and subcontracted services provided by entities not affiliated with Contractor will be reimbursed by County at the actual cost plus 4.5% percent mark-up.

Offeror's proposal shall contain the specific percentage mark-up of parts and materials.

Classification/Title	Regular Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	\$147.82	\$63.87	\$211.69
Maintenance Manager (Salaried Exempt)	\$93.67	\$56.70	\$150.37
Procurement and Billing Administrator (Hourly Exempt)	\$46.73	\$40.01	\$86.74
Technicians (subject to prevailing wage minimum)	\$75.79	\$45.13	\$120.92
Other Sterling Energy Managers and Engineers	\$147.82	\$63.87	\$211.69

Classification/Title	Overtime Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Maintenance Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Procurement and Billing Administrator (Hourly Exempt)	\$59.60	\$42.96	\$102.56
Technicians (subject to prevailing wage minimum)'	\$99.82	\$50.64	\$150.46
Other Sterling Energy Managers and Engineers	Exempt	Exempt	Exempt

Classification/Title	Double Time Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Project Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Maintenance Manager (Salaried Exempt)	Exempt	Exempt	Exempt
Procurement and Billing Administrator (Hourly Exempt)	\$72.47	\$45.91	\$118.38

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Classification/Title	Double Time Hourly Rate		
	Pay & Benefits	Other ²	Total Hourly Rate
Technicians (subject to prevailing wage minimum)'	\$123.84	\$56.15	\$179.99
Other Sterling Energy Managers and Engineers	Exempt	Exempt	Exempt

Note:

Please note the classifications above pertain to the California Department of Industrial Relations Prevailing Wage Determination Classifications. Hourly wages, benefits, and billing rates for all team members; including Project Manager and other Sterling Energy Managers and Engineers, and Procurement and Billing Administrator, will be adjusted equally in response to mandated changes by the California Department of Industrial Relations as applied to Operating Engineer, multi-shift class.

4. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

5. Payment Terms – Payment in Arrears

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. Payment-Invoicing Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. **Request for Payment:** Contractor shall use the JWA request for Payment procedure as defined by the Airport project management system. The Request for Payment form shall be divided according to the tasks set forth in the Attachment A to the Contract. Responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. A proper invoice shall include all appropriate documentation and information as may be required elsewhere in this Contract.
- b. **Frequency:** Contractor shall request payment for work performed once per month with required supporting documentation and to the reasonable satisfaction of the County.
- c. **Status Report:** A Scope of Work status report shall be submitted at the same time as submission of each Request for Payment. The status report shall include a written narrative of work performed during the invoicing period.

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- d. **Payment:** County shall be responsible for remitting payment with thirty (30) calendar days of the date of receipt of invoice in a format acceptable to County.
 - e. **Services:** Billing shall cover services and/or goods not previously invoiced. Subcontracted services shall be included with supporting documentation such as receipts and invoices from the various subcontractors.
 - f. **Hourly Rate:** Required elements to invoice for the hourly rate include the following: Timesheets of the staff showing hours worked and
 - g. **Classification/Titles:** Contractor's employee's name and classification/title must agree to the title stipulated in Attachment B and Attachment C of the Contract.
 - h. **Reimbursable:** Payment for reimbursable items in subject to supporting documentation requirements identified above in items a – g. County will not pay for reimbursable items without required supporting documentation submitted by Contractor. Parts purchased by Contract will be reimbursed by County with original receipts and written authority for the purchase from County Project Manager attached.
 - i. **Disclaimer:** Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com

County of Orange, John Wayne Airport

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Attachment C
Staffing Plan

1. Key Personnel Staff to perform Contract duties

Name	Classification/Title
Michael O'Leary	Project Manager
Steve Overland	Systems Integration Manager
Jose Quero	Maintenance Manager
Chris Moore	Maintenance and Operations Technician
James Goodman	Maintenance and Operations Technician
Michael Kolkebeck	Maintenance and Operations Technician
Herson Alonzo	Maintenance and Operations Technician
Michelle Potter	Procurement and Billing Administrator

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title
Thomas P. Burns	Safety Officer, Executive Vice President, SEI
Cian B. O'Leary	Systems Manger

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

3. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Subcontractor Name	DIR #	License Number	Location Address	Division of Work or Trade
Board U.S.A. Inc. (201) 678-3010			401 Hackensack Ave, Ste. 503 Hackensack, New Jersey 07601	Quarterly inspection and service of both ACH chillers
Nalco (800) 856-6128	1000024292		211 E. Dominguez St. Long Beach, CA 90810	Perform Monthly audit testing of water chemistry and chemical supply

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Air Quality Engineers (909) 396-2562			1618 French St. Santa Ana, CA 92701	Perform CGA and CO Quarterly emissions testing, also RATA and Source testing by schedule
Tierney Technical Services (714) 579-5334			137 W. Chapman Ave, Unit D Fullerton, CA 92832	CEMS equipment training and Spares support
Reign Industries (949) 243-2009		1012911	357 Cliffwood Park St. Ste. A Brea, CA 92821	UPS System Service and testing support
Carrier Commercial Service (800) 574-9267			2478 Peck Rd. City of Industry, CA 90601	Perform Quarterly inspection and servicing of CCH Chillers
Sloan Electric (619) 515-9691	1000015091	286497	3520 Main St., San Diego, CA 92113	Perform Generator rewind, rebuild and testing of system resistance.
Cummins (562) 551-5232	1000057943		11725 Willake St. Santa Fe Springs, CA 90670	Engine major overhaul and OEM engine spares
Power Systems Testing (714) 542-6089			600 South Grand Ave, Suite 113. Santa Ana, CA 92705	Switchgear, transformer, relay inspection, testing and maintenance
Orange County Welding (714) 641-3030			2021 South Eastwood, Unit E. Santa Ana, CA 92705	Perform minor fabrication repairs and specialty machining of components
The Jankovich Company (800) 650-0200				Supply of lubricants and coolant products
General Electric			813 West 40 th St. Chicago, IL 60609	GE Zenith support and spare parts supply

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Attachment D
Schedule of Deductions

The table below list base tasks and frequencies for a deduction from an invoice for failure to complete a scope of work task. The Parties agree that the cost identified below represent reasonable liquidated damages that can be negotiated upwards or downwards based upon the severity of the impact of the incomplete work.

TASK	FREQUENCY	COST
Preventative Maintenance on (4) Cummins Natural Gas Generators/Panel Controls/Engine Controls/GE Zenith Switchgear	Per manufacturer's scheduled recommendations	\$2,000 per piece of equipment
Preventative Maintenance on (4) SCR Converters and associated injection and mixing equipment/Urea injection system/reactant injection system	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment
Preventative Maintenance on (3) Carrier 750 Ton Centrifugal Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment
Preventative Maintenance on (2) 535 Ton Broad Absorption Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment
Preventative Maintenance on Evapco USS-428-1248 Cooling Towers/(8) exhaust heat exchangers/(4) water jacket plate heat exchangers/(4) auxiliary water plate heat exchangers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment
Preventative Maintenance on (2) Westaire Direct Evaporative Coolers/(3) Greenheck Exhaust Fans/(3) Carrier Split Systems	Per manufacturer's scheduled recommendations	\$500 per piece of equipment
Preventative Maintenance on Electronic control systems (GE Zenith, Trace, CEMS, Cummins, Siemens Apogee, SCADA System)	Per manufacturer's scheduled recommendations	\$500 per piece of equipment
Inadequate records available for SCAQMD inspection	Each instance	\$1,000 each instance
Failure to stock routine parts in inventory leading to system inoperability	Each instance	Variable up to \$1,000.00
Failure to notify JWA of adverse operation conditions as outlined in Section VII, Report Requirements, Item 4.	Each instance	\$200.00
Fine from SCAQMD due to emission violations which can be attributed to Contractor's gross negligence in plant maintenance or operations.	Each instance	100% of total fine
Excessive utility power demand due to unavailability of equipment which can be attributed to Contractor's gross negligence in plant maintenance or operation.	Each instance	Cost differential between SCE billed demand charges and SCE charges incurred when the CUP is operational.

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County reserves the right to impose additional deductions based on material Contract deficiencies found. In addition, each deduction taken may also incur an administrative fee of \$150.00 for administrative processing time.

EXHIBIT I

AQMD's ENFORCEMENT AUTHORITY

- Enforcing Health Standards
- Background on Emission Sources
- Federal, State Enforcement Mandate
- Statutory Penalties for Air Pollution Violations
- \$1,000 per day
- \$10,000 per day
- \$25,000 per day
- \$40,000 per day
- \$75,000 per day
- Violations of Variances and Orders for Abatement
- Falsification of Records
- Policy of Judging Each Violation Individually

ENFORCING HEALTH STANDARDS

Under both federal and state law, the SCAQMD is under a legal obligation to make and enforce air pollution regulations. These regulations are primarily meant to ensure that the surrounding (or ambient) air will meet federal and state air quality standards. However, Air Quality Management District (AQMD) also has broad authority to regulate toxic and hazardous air emissions, and these regulations are enforced in the same manner as those which pertain to the ambient air quality standards.

These ambient air standards are health-based and concern the following six air contaminants: sulfur dioxide, lead, ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter.

These standards are designed to protect the most sensitive persons from illness or discomfort with a margin of safety. The four-county region within AQMD's jurisdiction complies with standards for the first two, but fails to meet standards for the other four. In addition, AQMD must meet California standards for hydrogen sulfide, sulfates, and vinyl chloride, as well as state standards for visibility.

California requires a reduction in district-wide emissions of five percent or more per year until these standards are met. California has also set statewide emission limitations for odor or unhealthful emissions, visible emissions, open burning, sandblasting, gasoline vapors, and incineration of toxics.

BACKGROUND ON EMISSION SOURCES

Carbon monoxide (CO) is formed by the incomplete combustion of fossil fuels and comes almost entirely from automobile exhaust. Carbon monoxide can cause dizziness and fatigue, and can impair central nervous system functions. Controls on indirect sources which attract automobiles, such as places of employment and shopping centers, reduce the amount of CO in the surrounding air.

Nitrogen dioxide (NO₂) and other oxides of nitrogen (NO_x) are formed as a result of fuel combustion under high temperature or pressure, and they contribute to the problems of ground-level ozone, fine particulate matter, poor visibility, and acid rain. Nitrogen dioxide decreases lung function and may reduce resistance to infection. Controls on fuel combustion, particularly internal combustion engines and large stationary sources such as power plants and refineries, reduce the concentrations of NO_x in the surrounding air.

Ozone is formed by photochemical reactions between oxides of nitrogen and volatile organic compounds (VOC). VOCs are formed from the incomplete combustion of fuels and from evaporation of organic solvents. Elevated ozone levels in the air we breathe (as opposed to in the upper atmosphere where it protects us from harmful radiation) result in reduced lung function, particularly during vigorous physical activity. This health problem is particularly acute in children because their lungs are not fully developed and they don't always recognize the symptoms that would warn adults of the effects of ozone.

Reducing ozone levels involves controlling both NO_x and VOC emissions. NO_x controls were described above. Typical VOC controls include reducing the VOC content of paints and solvents, and controlling fumes from gasoline pumping, auto body painting, furniture finishing, and other operations that involve organic chemicals and solvents.

PM₁₀ refers to small suspended particulate matter, 10 microns or less in diameter, which can enter the lungs. These small particles can be directly emitted into the atmosphere as a by-product of fuel combustion; through abrasion, such as wear on tires or brake linings; or through wind erosion of soil. They can also be formed in the atmosphere through chemical reactions. The particles may carry carcinogens and other toxic compounds, which stick to the particle surfaces and can enter the lung. PM₁₀ is reduced directly by controls on fugitive dust and indirectly by controls on all other pollutants which contribute to the formation of particles.

FEDERAL AND STATE ENFORCEMENT MANDATE

AQMD was created by the state legislature to facilitate compliance with the federal Clean Air Act and to implement the state air quality program. Under the federal Clean Air Act, the Environmental Protection Agency (EPA) is required to develop health-based air quality standards applying to all of the states, which it has done, as described above.

The states are required to report to EPA on whether they meet the standards and to prepare "State Implementation Plans" (SIPs) for attainment and maintenance of the standards.

If a state or an area within it does not meet the standards, the plan must contain provisions for emission limitations and controls, emission reductions pending attainment, and a permit program for new and modified equipment or devices which emit or control the emission of air pollution.

In its SIP a state must provide assurances that it will have adequate personnel, legal authority, and funding to implement and enforce the plan. Finally, the plan must be approved by the federal government.

If a state submits an inadequate SIP or fails to attain the standards by the deadlines established by the EPA, the consequences could be severe, including the imposition of a Federal Implementation Plan, a construction ban on certain new or modified sources, or a citizen's suit to enforce the state plan.

The state legislature conducts regular audits of AQMD activities to ensure that this will not happen. Contrary to what people might think, the AQMD exists solely to implement state and federal law for the purpose of protecting public health. If it fails to do this, however, both the state and federal government may assume authority over the AQMD's regulatory program.

STATUTORY PENALTIES FOR AIR POLLUTION VIOLATIONS

Air pollution violations may result in either criminal or civil liability. AQMD does not criminally prosecute air pollution violations. Criminal cases are referred to state, county or city attorneys. In deciding whether to refer a case for criminal prosecution, AQMD will consider such factors as the type and severity of the violation, the state of mind of the violator, and the harm or risk of harm to the public created by the violation. Relevant criminal penalties are contained in California Health and Safety Code sections 42400, 42400.1, 42400.2, 42400.3, 42400.3.5, and 42400.4.

AQMD's enforcement authority for civil penalties, as required by the State Implementation Plan, can be found in the California Health and Safety Code Civil Penalties sections 42402, 42402.1, 42402.2, 42402.3, 42402.4, and 42402.5.

\$1,000 PER DAY STRICT LIABILITY

Under Section 42402(a), a person is strictly liable for a civil penalty of \$1,000 per day for violating any provision of the Health and Safety Code section within Part 4 of Division 26 of the code or any order, permit, rule, or regulation of a district, including a district hearing board, or of the state Air Resources Board issued pursuant to Parts 1 through 4 of Division 26 of the code.

What this means in plain language is that a person who violates any provision of the Health and Safety Code or an AQMD rule, regulation, order or permit is strictly liable for a civil penalty of \$1,000 per day.

\$10,000 PER DAY

Under Section 42402(b), a person may be liable for a civil penalty of up to \$10,000 per day if that person has violated any Health and Safety Code section in Part 4 of Division 26 of the code, or any order, permit, rule, or regulation of a district, including a district hearing board, or of the state Air Resources Board issued pursuant to Parts 1 through 4 of Division 26 of the code.

What this means in plain language is that a person who violates an AQMD rule, regulation, order, permit condition or applicable state law, will be subject to a civil penalty of up to \$10,000 per day unless the violator can establish that the violation was not the result of intentional or negligent conduct. If the violation involves the emission of air contaminants, the penalty could be higher than \$10,000 per day.

\$25,000 PER DAY

Under Section 42402.1, a person may be liable for a civil penalty of up to \$25,000 per day if that person has negligently emitted an air contaminant in violation of Part 4 of Division 26 of the code, or any rule, regulation, permit or order of the state Air Resources Board or district board pertaining to emission regulations or limitations.

What this means in plain language is that a person who carelessly, inattentively, or inadvertently violates air pollution rules, causing the emission of air contaminants, will be subject to a civil penalty of up to \$25,000 per day. Moreover, if the negligent emission of air contaminants causes actual harm to an individual, a civil penalty of up to \$100,000 per day may be imposed.

An example of such a violation would be the use of coatings containing higher levels of VOC than allowed by an AQMD rule by a person who did not make sure that the coatings complied with AQMD requirements.

In addition, if the violation results in a situation of public nuisance under Health and Safety Code Section 41700 which causes injury to the public, the potential penalty increases to \$15,000 per day. See Section 42402(c).

\$40,000 PER DAY

Under Section 42402.2, a person may be liable for a civil penalty of up to \$40,000 per day if that person has emitted an air contaminant in violation of Part 4 of Division 26 of the code, or any order, rule, regulation, or permit of the state Air Resources Board or district board pertaining to emission regulations or limitations, provided the person knew of the emission and failed to take corrective action within a reasonable time under the circumstances. Moreover, if the knowing emission of air contaminants causes actual harm to an individual, a civil penalty of up to \$250,000 per day may be imposed.

"Corrective action" means a termination of the emission violation or the grant of a variance from the applicable order, rule, regulation or permit, or compliance with a regulation excusing the violation (such as AQMD Rule 430 applying to the breakdown of equipment).

What this means in plain language is that a person who violates air pollution rules will be subject to a civil penalty of up to \$40,000 per day if the violation causes the emission of an air contaminant and the person knows of the emission but fails to act promptly to halt the emission.

What matters is that there was a violation that caused an emission and the person knew of the emission without acting as quickly as he could have to stop it. The person's knowledge of the emission and the failure to act promptly are the key elements in making this a serious type of violation.

\$75,000 PER DAY

Under Section 42402.3, a person may be liable for a civil penalty of up to \$75,000 per day if that person willfully and intentionally emits an air contaminant in violation of any Health and Safety Code section in Part 4 of Division 26 of the code or any order, rule or regulation of the state Air Resources Board or district pertaining to emission regulations or limitations.

If the willful and intentional emission of air contaminants causes injury to any person or results in a violation of Health and Safety Code Section 41700 which poses a risk of injury to to any person, one may be liable for a civil penalty of up to \$125,000 per day and a corporation may be liable for an amount up to \$500,000 per day. If the willful and intentional emission of air contaminants causes great bodily injury or death, a person may be liable for a civil penalty of up to \$250,000 per day and a corporation may be liable for an amount up to \$1,000,000 per day.

VIOLATIONS OF VARIANCES AND ORDERS FOR ABATEMENT

The penalty statutes discussed above apply as well to violations of variance conditions and Orders for Abatement issued by the district hearing board.

FALSIFICATION OF RECORDS

AQMD's air regulatory program includes record-keeping requirements which allow AQMD to verify source compliance with air pollution rules and regulations. Section 42402.5 provides a penalty of up to \$35,000 for falsifying records with the intent to deceive AQMD.

POLICY OF JUDGING EACH VIOLATION INDIVIDUALLY

As a matter of state law, a judge or jury is obligated to evaluate each violation individually and with reference to all relevant facts and circumstances. This is an important legislative policy that the AQMD follows in negotiating settlements. This policy recognizes that what might be a fair penalty for a large refinery might not be for a three-person metal stamping operation, despite the fact that the same rule was violated.

Under such a policy, AQMD considers such factors as the financial burden to the violator or the action taken to correct the violation, thus allowing a "sliding scale" in negotiating the appropriate penalty. Without such a policy, all violators would have to be treated exactly alike without regard for the factors which can make one violation different from another. The California Health and Safety Code requires that the following factors be considered in assessing civil penalties:

- (a) The extent of harm caused by the violation.
- (b) The nature and persistence of the violation.
- (c) The length of time over which the violation occurs.
- (d) The frequency of past violations.
- (e) The record of maintenance.
- (f) The unproven or innovative nature of the control equipment.
- (g) Any action taken by the defendant to mitigate the violation.
- (h) The financial burden to the defendant.

While it is clearly important for AQMD to make and enforce air pollution regulations to comply with federal and state law and to protect public health, it is also important to recognize that the regulated community is made up of all kinds and sizes of businesses.

The legislative policy of individualized attention to air pollution violations allows AQMD to pursue its legal obligations and mandates while carefully and fairly judging all of the circumstances of each air pollution violation.

EXHIBIT II

GENERATOR AND SCR SAMPLE SERVICE LEVELS

The following service tasks may be included in CONTRACTOR's proposal. These items are only an aid for generating specific service tasks and frequencies.

I. Motor Generator System

- a. Provide maintenance schedules for the following:
 - Starting batteries and chargers
 - Paralleling control panels
 - Neutral ground resistors
 - Generator disconnect switches
 - Thermographic survey
- b. Maintenance Procedures at Daily Interval:
 - Air Cleaner Restriction - Check
 - Control Panel Assembly - Check
 - Coolant Level - Check
 - Lubricating Oil Level - Check
 - Gearbox - Check (If Equipped)
 - External Condition
 - Leakage
 - Lubricating Oil Filter
 - Lubricating Oil Level
 - Lubricating Oil Pressure
 - Noise
 - Breather
 - Vibration
- c. Maintenance Procedures at Early Life Inspection - (250 Hours):
 - Emissions Testing - Test (O₂ and NO_x)
 - Lubricating Oil and Filter - Change (Filters)
 - Overhead Set - Adjust
- d. Maintenance Procedures at Interval 1 - (250 Hours or 14 Days):
 - Batteries - Check
 - Control Panel Assembly - Clean
 - Lubricating Oil Analysis - Test
 - Waste Oil Reservoir - Check
- e. Maintenance Procedures at Interval 2 - (1,500 Hours or 3 Months):
 - Air Cleaner Element - Replace (Flat Panel)
 - Air Filter Dust Collector - Check
 - Bearing, Generator - Check (Lubricate)
 - Emissions Testing - Test (O₂ and NO_x)
- f. Gearbox Lubricating Oil System
- g. Obtain samples from an active low pressure line and provide lab analysis with 24 hour turn around.

-
- h. Maintain records of: Oil condition, viscosity, acid number, base number. Wear - presence of wear metals such as iron, copper, chromium, aluminum, lead, tin and nickel. Contamination - Water content, specific gravity, silicon.
 - i. Maintain a trend of the analysis results so that changes are readily apparent.
 - j. Maintenance Procedures at Interval 3 - (3,000 or 6 Months):
 - Air Cleaner Element - Replace (Primary Filters)
 - Electrical Connection, Engine - Check
 - Flexible Hose - Check
 - Generator, Main - Check (Mounting Cap screws)
 - Lubricating Oil and Filter - Change
 - Supplemental Coolant Additives (SCA) - Test
 - k. Maintenance Procedures at Interval 4 - (6,000 Hours or 1 Year):
 - Air Cleaner Element - Replace (Secondary Filters)
 - Camshaft - Check
 - Coolant Plumbing - Check
 - Crankcase Ventilation Re-Circulator Element - Replace
 - Engine Mounts - Check
 - Fuel Filter, NG - Replace
 - Gearbox Coupling - Check (Add grease, If Equipped)
 - Gearbox Coupling - Check (Alignment, If Equipped)
 - Gearbox Lubricating Oil Filter - Replace (If Equipped)
 - Push Rods or Tubes - Check
 - Rocker Lever Cover - Replace (O-ring)
 - Tappet Assembly - Check
 - Turbocharger Axial Clearance - Check
 - Turbocharger Radial Bearing Clearance - Check
 - l. Maintenance Procedures at Top End Overhaul - (15,000 Hours or 30 Months):
 - Air Leaks, Air Intake and Exhaust Systems - Check
 - Back-up Batteries - Replace
 - Coil On Plug - Replace (Extensions)
 - Control Panel Assembly - Inspect for Reuse
 - Cooling System - Flush
 - Cylinder Head - Replace
 - Electrical Connection, Generator - Check
 - Flexible Coupling, Generator - Check
 - Flexible Hose - Check
 - Fuel Filter, NG - Replace
 - Fuel Line Seals, NG - Replace
 - Gearbox Coupling Grease - Change (If Equipped)
 - Gearbox Internal Parts - Check (If Equipped)
 - Gearbox Lubricating Oil - Change (If Equipped)
 - Lubricating Oil Lines - Check
 - Throttle Shaft Bearings - Replace
 - m. Maintenance Procedures at Intermediate Overhaul - (30,000 Hours or 5 Years):
 - After-cooler - Clean
 - Batteries - Replace
 - Bearings, Connecting Rod - Replace

- Bearing, Generator - Replace
- Bearings, Main - Replace (Engines with serial numbers lower than 66300567 for QSV91 and 66300590 for QSV81)
- Connecting Rod Cap screws - Replace
- Connecting Rod - Check
- Coolant Thermostat - Replace
- Cylinder Block Counter Bore - Check
- Cylinder Liner - Replace
- Exhaust Manifold Heat Shield - Replace (If Equipped)
- Exhaust Manifold, Dry - Replace (Bellows)
- Flexible Coupling, Generator - Replace
- Fuel Regulator, NG Seals - Replace
- Fuel Shutoff Valve (FSOV), NG Seals - Replace
- Gear Train Backlash, Front - Check
- Generator (Alternator) Windings - Clean
- Lubricating Oil Cooler - Clean
- Lubricating Oil Pump - Replace
- Lubricating Oil Thermostat - Replace
- Piston Rings - Replace
- Piston - Replace (Engines with serial numbers lower than 66300664)
- Push Rod or Tubes - Replace
- Tappet Assembly - Replace
- Turbocharger - Replace
- Turbocharger Oil Drain Line - Replace
- Turbocharger Oil Supply Line - Replace
- Vibration Damper, Viscous - Test (Fluid Analysis)
- Water Pump - Replace

n. Maintenance Procedures at Major Overhaul - (60,000 Hours or 10 Years):

- Bearings, Main - Replace (Engines with serial numbers higher than 666300567 for QSV91 and 366300590 for QSV81)
- Bearings, Thrust - Replace
- Camshaft Bushings - Replace
- Camshaft Thrust Bearing - Replace
- Camshaft Intermediate Gear Assembly - Check
- Connecting Rod - Replace
- Cooling System Hoses - Replace
- Crankshaft Seal, Rear - Replace
- Gearbox - Replace (If Equipped)
- Generator, Main - Check
- Lubricating Oil Check Valve - Replace
- Piston Cooling Nozzle - Replace (O-rings)
- Piston - Replace
- Rocker Lever Assembly - Replace
- Starting Motor - Replace
- Vibration Damper, Viscous - Replace

II. SCR Maintenance Schedule and Milestones

a. Daily Inspections- Operator

- SCR and oxidation catalyst – Visual inspection

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-
- Change in appearance
 - Leaks
 - Unusual noise
 - Unusual radiated heat
 - Check dT and dP
- b. Every 1000 Hours not to exceed two months Scheduled Maintenance
- Filters Injection control system Inspect and replace as required
 - Sample gas filter
 - Scavenging air filter
 - Cooling system air filter
 - SCR – check exhaust gas pressure
- c. Every 2000 Hours Scheduled Maintenance – OPERATOR
- Could list as “1,000 hour scheduled maintenance plus following items”
- | | |
|------------------------------------|---------|
| • Air Compressor Pressure Filter | Replace |
| • Reactant Filter | Clean |
| • Sample Gas Filters | Replace |
| • System Operation and Performance | Check |
- d. Every 4000 Hours Scheduled Maintenance - MIRATECH / OPERATOR
- | | |
|------------------------------------|------------------|
| • System Operation and Performance | Check |
| • Air Compressor Pressure Filter | Replace |
| • Reactant Filter | Clean |
| • Sample Gas Filters | Replace |
| • Enclosure Filters | Replace |
| • Reactant Pump | Clean |
| • Reactant Injector | Clean and Adjust |
| • Differential Pressure | Measure |
- Miratech lists gas measurement test every 6,000 hours as a major service to be performed by service, not by CONTRACTOR.
- SCR and Oxidation catalyst - Every 6,000 hours not to exceed 12 months – Miratech
- Exhaust gas measurements to verify serviceability and compliance with emission requirements
 - Urea pump and controller – factory recommends factory inspection at 6,000 hours not to exceed one year.
- e. Every 8000 Hours Scheduled Maintenance – MIRATECH w/ CONTRACTOR Assistance
- | | |
|------------------------------------|-------------------|
| • System Operation and Performance | Check |
| • Air Compressor Pressure Filter | Replace |
| • Reactant Filter | Clean |
| • Sample Gas Filters | Replace |
| • Enclosure Filters | Replace |
| • Reactant Pump | Clean |
| • Reactant Injector | Clean and Adjust |
| • Differential Pressure | Measure |
| • Compressor Vanes | Replace |
| • Catalyst | Inspect and Clean |

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-
- | | |
|------------------|-------------|
| • Measuring Cell | Calibration |
| • Sample Probe | Clean |

f. Every 8000 Hours not to exceed 12 months Scheduled Maintenance – MIRATECH

- | | |
|--|--------------------------------------|
| • Air Compressor filter | Clean or replace |
| • Air Compressor vanes | Replace |
| • Air conditioner filters | Clean or replace |
| • Injectors | Inspect for Urea buildup |
| • Dosing unit air pressure and ball valve | Inspect and verify adequate pressure |
| • Oxidation Catalyst - Cleaning via vacuum or DI wash | |
| • Oxidation Catalyst - SEM and XRAYD testing of catalyst to check for poisoning only if performance has dropped off. | |
| • SCR | Clean via vacuum or wash |

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EXHIBIT III

SCE TOU-8 RATES AND SUMMER WINTER BILLING

(See attachments on BidSync)

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EXHIBIT IV

OTHER ATTACHMENTS FOR REFERENCE

- Air Pollution Control System Permit 1-4
- CEMS Initial Approval Engine 1-4
- Data Acquisition Summary – JWA
- Engine Permit 1-4
- John Wayne CEMS Description

Operating Engineer Prevailing Wage