



THE CLEAR CHOICE IN *air* QUALITY *monitoring*

35 Inverness Drive East
Englewood, CO 80112-5412
(303) 792-3300 • 1-800-422-1499 • Fax (303) 799-4853

1/31/22

Virgin Islands Water & Power Authority
9720 Estate Thomas
PO Box 1450
St. Thomas, Virgin Islands 00804

Reference: CEMS Preventive Maintenance & QA Testing Agreement

Dear Mr. George,

Teledyne Monitor Labs is pleased to provide our Quotation No. 2112023 for onsite CEMS preventive maintenance and QA testing agreement.

If you have any questions regarding this quotation, please send an email or contact me at 303-792-4153 or contact your regional sales representative listed on the first page of the quotation.

Sincerely,

Jack O. Pearson
Director of Service

cc: Sales
Electronic File



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Quotation

Representative

Don Giel
Teledyne Monitor Labs
35 Inverness Drive East
Englewood, CO 80112

Customer Name & Reference No.	Quote Date	F.O.B. Point
Virgin Islands Water & Power Authority 9720 Estate Thomas PO Box 1450 St. Thomas, Virgin Islands 00804	1/31/22	Englewood, CO (Prepay & Add)
	Quote No.	Terms of Payment
	2112023	PREPAY, Progress PREPAY
Regarding: CEMS Preventive Maintenance & QA Testing	Quote Valid For	Send Purchase Order To
	90 Days	Wendy.Laurent@Teledyne.com

All Prices listed on this page are in U.S. dollars, and Paid Support is billable to Visa, MasterCard, and purchase orders.

Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's General Terms and Conditions of Sale, which can be found at www.teledyne-ml.com.

ITEM	QTY.	DESCRIPTIONS OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
1	4 Visits Per Year	<p>CEMS Bronze Annual Hardware Maintenance Agreement, as described on pages 3 & 4, including one (1) prescheduled Preventative Maintenance (PM) visit. Provide quarterly maintenance, QA testing (CGA) and servicing of monitors during onsite service visits. VIWAPA must maintain spare parts and calibration gases; TML will provide best service for time available during the week. Teledyne will provide best service on the following equipment:</p> <p><u>St. Thomas:</u> Basically, all Teledyne equipment, seven (7) 660 CEM systems (CO/NOx/O₂ analyzers), VIWAPA will provide weekly scope of work to arriving technician, if needed.</p> <p>Unit price includes <i>expenses and will be invoiced after each visit</i>. Per visit pricing is valid only if a purchase order includes the full annual price.</p> <p><small>**Quote doesn't include spare parts for above equipment; TML assumes spare parts are onsite ready for installation. A spare parts inventory list must be provided to TML before visit to verify parts are onsite to maximize time spent onsite. Price is for a single visit during normal working business hours without overtime and/or weekend work; schedule will be agreed upon by VIWAPA and TML.</small></p>	\$15,100 (Price Per Visit)	\$60,400 (Annual Price, including expenses) Total for 2 years: \$120,800

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SCHEDULING IS SUBJECT TO THE FOLLOWING CONDITIONS

- Visits must be prescheduled at least three (3) weeks in advance with alternate dates suggested.
- Weekend and Holiday work is excluded.
- TML may be unavailable during weeks with U.S. Holidays.
- Visits are performed at Teledyne Monitor Labs (TML's) availability.
- TML reserves the right to cancel and reschedule service at any time.

If additional travel expenses are incurred due to short notice from the customer, those charges will be passed on to the customer. This quotation is based on pre-scheduled service calls to take advantage of any savings provided by airlines, hotels, etc. which may also consider other jobs needing re-scheduling because of a need or emergency at your site. Third party safety subscription fees required for site access, training time, and any other safety time and materials will be invoiced directly to the customer, if significant.

TELEDYNE MONITOR LABS BASIC HARDWARE MAINTENANCE AGREEMENT

The Bronze Maintenance Agreement consists of the following:

1. Preventative Maintenance (PM): Teledyne Monitor Labs will perform PM visits to clean, calibrate, adjust and align as necessary, listed devices as applicable. Services will include but are not limited to:

- a. Preventative Maintenance¹
- b. Minor Corrective Maintenance
- c. Limited On-The-Job Training (OJT) for site personnel
- d. On-site spare parts recommendations
- e. Equipment replacement recommendations
- f. Complete documentation of service performed²

2. Corrective Maintenance (CM):

Teledyne Monitor Labs will provide priority dispatch of emergency, CM Services. CM Service is defined as service that is required to bring equipment back into service, which has failed unexpectedly. CM Services will be billed at the maintenance agreement customer rate defined in the attached domestic field service rates, plus travel and living expenses at cost (+ 15%). Repair of damage resulting from misuse or abuse of the equipment, or damage from natural intervention such as earthquakes, tornadoes, floods, etc., is not included in preventative maintenance services. Additional CM visits will be billed at the maintenance agreement customer rate defined in the attached domestic field service rates. Response time for Corrective Maintenance Services will not exceed seventy-two (72) hours from the time the contact is made with Teledyne Monitor Labs personnel.

3. Other Services:

Service not provided for as PM visits such as:

- Emergency service
- Additional formal training
- Moving of equipment, installation of new equipment, adjusting equipment for new process conditions,
- Repair needs resulting from "Acts of God", etc. will be made available at the maintenance agreement customer rate listed in the attached domestic field service rates. This service should be scheduled in advance when possible.

4. Telephone Support:

Telephone technical support is provided for Teledyne Monitor Labs equipment at no additional charge during normal business hours (8:00AM – 5:00PM Customer's Time) with a **BRONZE** Maintenance Agreement. Dial 1-800-846-6062 and follow the instructions. Be sure to advise the technician that you are a **BRONZE** Maintenance Agreement Customer. If the proper spare parts are available, the repair may be resolved by this telephone contact. Eight (8) hours of after-hours support are also included in this agreement³. Additional hours will be billed at half (1/2) the current

¹Preventative Maintenance is defined as those services listed on the "MAINTENANCE CHECK SHEETS" in the Appendix of the corresponding Operation Manual for the equipment. PM visits must be scheduled for a mutually convenient time, DURING NORMAL WORKING HOURS.

²Copies of the checklist will be provided upon request to our service department.

³Phone support will be calculated in quarter-hour increments.

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maintenance agreement customer rate per hour. A trained customer technician should make the call, prepared to perform "1st Level"⁴ maintenance. If the proper spare parts are available, the repair may be resolved by this telephone contact.

5. Ultraflow 150 Linearization Services: Ultraflow 150 linearizations (curve-fits) to match the Ultraflow 100 to Method 2 Testing, may be performed under the terms of this agreement. It is important that arrangements be made in advance, to ensure a qualified Certification Specialist or Technician is available when needed.

6. Spare Parts: Teledyne Monitor Labs will provide a 10% discount on spare parts for Teledyne Monitor Labs manufactured equipment, which are purchased during the term of the maintenance agreement. Every effort will be made to arrive on-site with the appropriate parts. In an effort to minimize downtime and eliminate additional labor charges, the customer must maintain a full complement of spare parts on-site.

7. Customer Responsibilities: Customer responsibilities include, but are not limited to:

- a. Safe access and working conditions for Teledyne Monitor Labs personnel.
- b. Any special equipment required by the site.
- c. Availability of the elevator, where applicable.
- d. Availability of an equipment lift, where applicable.
- e. An on-site representative authorized to make decisions regarding services and parts.
- f. Prompt and accurate requests for Corrective Maintenance service.⁵
- g. An on-site inventory of the spare parts recommended in the appropriate equipment manual.

Failure of the customer to fulfill these responsibilities may cause a layover condition to exist, and billing may apply at the discretion of Teledyne Monitor Labs

8. Technical Personnel: Teledyne Monitor Labs will provide factory-trained personnel⁶ qualified to perform the required services on the listed equipment. Teledyne Monitor Labs will assign a primary and secondary technician to ensure accountability within our organization but reserve the right to dispatch alternate staff personnel as required to meet our response time obligations. Any service shown to be less than acceptable will be re performed at no additional cost.

9. Terms: Service will commence within thirty days after acknowledgment of the Purchase Order. Billing will be done within thirty days of performance of the routine PM visits. Demand service beyond that offered, as part of the preventative maintenance services will be billed within thirty days of performance. Parts and expenses will be billed on the same invoice as maintenance services. Teledyne Monitor Labs Terms and Conditions as stated herein, apply to this quotation.

10. Cancellation: Either party may cancel this agreement by providing thirty days written notice. No penalties shall be applied.

ADDITIONAL TELEDYNE MONITOR LABS FIELD SERVICES AVAILABLE

VISIBLE EMISSION (OPACITY) MONITOR PERFORMANCE TEST AUDIT

Visible Emission (Opacity) Monitor Performance Audit: Provides on-site performance testing of installed opacity monitors to assess performance of the monitor against NIST traceable optical density filters. Teledyne Monitor Labs will perform a three-point check of the opacity monitor using NIST traceable filters. Each filter will be introduced into the light path five (5) times in non-consecutive order. This test will be performed using an appropriate test fixture. This service includes a report. Teledyne Monitor Labs will provide neutral density filters. These services should be scheduled in advance. These services can be provided on a fixed price or a time and materials basis. Time and

⁴"1st Level maintenance includes interrogation of accumulators, status words and error messages. Laptop interrogation may be useful in some applications.

⁵A reasonably qualified individual will be asked to run basic diagnostic tests, which may facilitate repair without a visit to the site, or permit our technician to come more prepared to address the problem.

⁶ The customer agrees that for a period of no less than five (5) years after delivery of goods or services it shall not directly or indirectly induce any of Teledyne Monitor Labs employees or affiliates to terminate his or her employment or relationship with Teledyne Monitor Labs and/or hire him or her as an employee or independent contractor without prior written consent of Teledyne Monitor Labs

materials would be invoiced at the current maintenance agreement customer rates plus travel and living expenses at cost. *Charges for use and shipping of Filters may apply.*

VISIBLE EMISSION (OPACITY) MONITOR "CLEAR STACK" CALIBRATION

Visible Emission (Opacity) Monitor "Clear Stack" Calibration: This calibration will be performed off the stack after verifying the correct flange-to-flange distance. During this calibration, the monitor is cleaned, checked and the zero is verified. These services should be scheduled in advance. These services can be provided on a fixed price or a time and materials basis. Time and materials would be invoiced at the current maintenance agreement customer rates plus travel and living expenses at cost.

CYLINDER GAS AUDIT SERVICE

Cylinder (Certified/Calibration) Gas Audit Service: This service provides performance testing of installed process gas monitors to assess the performance of the monitor using NIST protocol gases of known concentrations as Standard Reference Materials. This service can be provided on a fixed price or a time and materials basis. Time and materials would be invoiced at the current maintenance agreement customer rates plus travel and living expenses at cost. *Customer to provide correct calibration gas on site.*

RATA SERVICES

RATA Services: Relative Accuracy Test Audits are provided through Teledyne Monitor Labs authorized contractors, call for prices.

TRAINING ON TELEDYNE MONITOR LABS EQUIPMENT

Courses are offered at Customer's Site or at Teledyne Monitor Labs Facilities in Englewood, CO: Most Courses are one, two or three-day programs with a 10-student max, call for Prices.

FIELD CERTIFICATION TEST ASSISTANCE

Field Certification Test Assistance for Teledyne Monitor Labs Products: For this service, Teledyne Monitor Labs will instruct the End User's personnel (via telephone or fax) in the method used to extract the data for the field certification test. Data will then be sent to Teledyne Monitor Labs to produce the EPA Certification Report, which will then be returned, call for prices.

FLOW CALIBRATION ERROR TESTING

Flow Calibration Error Testing: Teledyne Monitor Labs will generate a quarterly calibration error report, which will be mailed to the customer within thirty days of the Audit. This service can be provided on a fixed price or a time and materials basis. Time and materials would be invoiced at the current maintenance agreement customer rates plus travel and living expenses at cost.

DAHS SUPPORT

DAS Support: DAS Support is offered via an Annual Support Agreement. The Annual Support Agreement offers options for Remote Support, Quarterly Checks, Annual On-Site Visit and Priority Response, call for prices.

Start-up Assistance

Start-up Assistance for Teledyne Monitor Labs Products: Start-up Assistance can be provided by Teledyne Monitor Labs qualified personnel. This service can be provided on a fixed price or a time and materials basis. Time and materials would be invoiced at the current maintenance agreement customer rates plus travel and living expenses at cost.

Field Certification Test Assistance

Field Certification Test Assistance for Teledyne Monitor Labs Products: For this service, Teledyne Monitor Labs will instruct the End User's personnel (via telephone or fax) in the method used to extract the data for the field certification test. Data will then be sent to Teledyne Monitor Labs to produce the EPA Certification Report, which will then be returned, call for prices.

Relative Accuracy Test Analysis (RATA) Emission Testing

SCOPE OF WORK

The scope of work is for two separate years of emissions testing and has been designed based on a review and understanding of the applicable rules and regulations. Tables I and II summarize the proposed testing which will adhere to promulgated EPA reference source test methods and the Stack Tester's test program is divided into the following five tasks. The tasks include the development and submittal of the source test plan for agency approval, equipment/personnel preparation and mobilization, performance of the field tests, laboratory responsibilities, and the completion and submittal of the test report.

Task 1: Test Plan and Project Management

It is our understanding that the test protocols will be written by VIWAPA and used for the proposed testing. An optional compliance source test protocol (STP) can be written for submittal to VIWAPA and the concerned parties if requested, and at no additional cost. Preparation and review of STP will provide coordination and understanding among all concerned parties. Organization of the project schedule and liaison with agency personnel are included in this task. If STP development is required, it will fully comply with all applicable permit requirements, including notification, submittal deadlines and specific STP elements. Up to three bound copies and one electronic copy of the STP will be submitted for distribution to the various regulatory agencies and/or end users. The draft STP will be submitted for review prior to mobilization. The final version will incorporate all pertinent review comments from the draft STP and will be submitted immediately following receipt of all review comments.

The STP will outline the test methods and procedures, sample run durations and detection limits, sampling apparatus, process descriptions, sampling locations, the testing schedule, and any information the agency may need to approve the test program. Although this document will outline general quality assurance procedures, a full Quality Assurance Project Plan may be required by some regulatory agencies. This document can be provided at an additional cost, if required. A Field Work Safety Plan will also be prepared, as required by the Stack Tester's Injury and Illness Prevention Plan, for use by the test team.

Task 2: Preparation and Mobilization

Stack Tester personnel will prepare the necessary sampling equipment, coordinate with site personnel, and prepare for each mobilization. A qualified test team will perform the testing as described in this proposal. The test team will consist of one (1) client project manager assisted by one (1) qualified technician.

Task 3: Emission Testing

This task includes all setup and teardown, the emission testing, and equipment usage fees. The testing will include determination of stack concentrations and mass emissions rates according to the requirements of the permit. The test methods and procedures are listed in Table I below. It should be noted that EPA Methods 2 and 4 are not included in the proposed scope and if added would be at additional cost. The tentative test schedule is presented in Table II.

TABLE I - PROPOSED EMISSION TEST PARAMETERS AND METHODS

ST. THOMAS AND ST. CROIX, Test Parameters	Reference Method	Test Parameter
Oxygen (O ₂)	EPA 3A	Paramagnetism
Carbon monoxide (CO)	EPA 10	Non-dispersive infrared
Nitrogen oxides (NO _x as NO ₂)	EPA 7E	Chemiluminescence
Fuel Factor	EPA 19	Stoichiometric calculation

TABLE II - PROPOSED TEST SCHEDULE – SINGLE MOBILIZATION¹

Dates	Parameter	Sample Runs	Sample Duration
TBD	Optional test protocol submission	--	--
TBD	Pack equipment	--	--
		--	--
TBD	Travel to St. Thomas	--	--
TBD	Set up equipment	9–12 ²	21 minutes
	STT Turbine No. 1 O ₂ , CO, NO _x		
TBD	STT Turbine Nos. 2 through 7 O ₂ , CO, NO _x	9–12 ²	21 minutes
TBD	Shipping Day	--	--
	Travel to next island		
TBD	Equipment arrival.	--	--

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TBD	STX Turbines No. 1-8	9-12 ²	21 Minutes
TBD	Pack and Ship Equipment	--	--
TBD	Return Travel	--	--
TBD	Draft report submittal	--	--
5 days after receipt of draft comments	Final report submittal	--	--

Process Information: The customer shall provide accurate process information in a manner acceptable to the regulatory agency and in sufficient detail to perform the necessary test calculations and complete the pertinent regulatory agency forms.

Safety Training: Time spent for plant-required safety orientation or training longer than 30 minutes in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

Drug Testing: Drug testing or physical examinations required by the customer or plant, which are not covered by Test Team policy, will be invoiced at the per-person, per-hour standby rate, plus the cost for the drug test or examination.

Postponement: If the customer postpones or reschedules a test, all expenses incurred for the preparation and travel that must be repeated prior to the actual test will be invoiced. If the postponement is made less than two weeks prior to a scheduled test date, TML reserves the right to charge the customer an additional fee of 10% of the estimated project price. If the project is postponed less than a week before the scheduled test date, TML reserves the right to charge the customer an additional fee of 25% of the estimated project price.

Standby Fees: If the test team arrives on site and cannot test due to causes beyond the control of TML (i.e., customer's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal TML labor rates.

Cancellation: If the customer cancels testing after a test scheduled, TML will charge a cancellation fee plus expenses incurred for travel and/or preparation expenses incurred. The cancellation fee will follow the same schedule described in Postponement above.

Audit Samples: TML shall not be responsible or held liable for an unsuccessful test resulting from failed audit sample analysis conducted by a third-party subcontracted laboratory. TML's liability under such circumstances shall be limited to the actual cost of the audit sample analysis and shall not extend to cost of procurement of the audit samples or any costs associated with re-testing, whether such re-testing is required by any regulatory agency or official.

Inclement Weather: Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or other atmospheric conditions that may endanger or cause damage to TML personnel and/or equipment or otherwise adversely affect the test results. The decision to conduct or postpone sampling operations will be at the discretion of the TML team leader. Should weather conditions preclude safe testing during the scheduled hours and days, the customer will be invoiced at the per-person, per-hour standby rate, plus expenses.

DOT Driving Requirements: All Stack Test sampling companies, are subject to, and must comply with, local and Federal Department of Transportation (DOT) regulations. The regulations include specific 'hours of service' provisions with which our employees/drivers must adhere to. TML does not quote projects to exceed the on-duty time; however, if the applicable 14-hour and/or the 60-hour rules are exceeded due to out-of-scope work or delays, driving DOT vehicles will not be permitted. In this case, an extra night stay-over may be required. The customer will then be invoiced at the per-person, per-day standby rate, plus expenses.

Limitations of Liability: TML shall not be responsible for an unsuccessful test due to failure, malfunction, or improper operation of the customer's process and/or control equipment. The customer is responsible for having the process and/or control equipment operating in a representative manner. TML may recommend adjustments to equipment operation, but such action will be at the discretion of the customer and will in no way render TML liable.

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