

CORMETECH

CORMETECH, INC.
Treyburn Corporate Park
5000 International Drive
Durham, North Carolina 27712 USA

via email JPerez@riversideca.gov

April 19, 2022

Jim Perez
City of Riverside
Public Utilities, Power Resources Generation

Subject: Proposal for SCR Catalyst / Frame Rebuild
Riverside Energy Resources Units No. 3 and No. 4

Dear Jim:

We are pleased to confirm our proposal for SCR Catalyst / Frame Rebuild for Riverside Energy Resource Units No. 3 and No. 4. Supporting documentation is provided herein to facilitate your administration. A Table of Contents has been inserted as Page 2.

We look forward to launching this project and appreciate your expedited efforts to issue us a release at your earliest convenience so that the SCR catalyst materials and labor subcontracting can be promptly secured.

Best regards,
Dan Johnson

Director of Business Development, Gas
CORMETECH
704-414-4645
d.johnson@cormetech.com

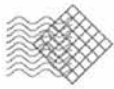
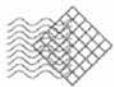


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EXPERIENCE & LICENSING

EXPERIENCE

Cormetech designs and manufactures SCR catalysts for power generating equipment and process systems, relying on the most advanced and longest employed SCR technology. It is our hallmark to build trust, empathy and commitment. These values form our character and guide us as we serve you.

<i>Application</i>	<i>Units</i>
Utility Boilers	262
Natural Gas Fired	72
Coal Fired	188
Combustion Turbines	835
Biomass Boilers	9
Diesel Engines	50
Refinery & Industrial Processes	278
Total Units	1432

Our available scope of supply extends well beyond the supply of catalysts, new and regenerated, to include performance guarantees, flue gas flow modeling, long-term catalyst management, field and laboratory testing services, on-site training and spent catalyst restoration.

<i>Service Category</i>	<i>Experience</i>
Testing Services	> 3500 projects
Maintenance	> 500 projects
AIG Tuning	> 100 projects
Turnkey Installations	> 100 units
Commissioning	> 30 projects

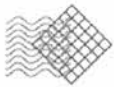
Since its formation in 1989, Cormetech has continuously introduced new products and services to meet customers' requirements. Cormetech offers its very best technology and breadth of resources to ensure reliable performance at the lowest total ownership cost.

Cormetech is selected for the majority of all SCR catalyst supply, and even more strongly so for replacements of aging systems. This is due to the extremely reliable operating history, superior technical resourcing and service quality of our dedicated team of SCR professionals.

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For replacement SCR catalysts in NG-fired systems, Cormetech has the following extraordinary record: Lowest achieved emission systems for simultaneous NOx and NH₃.

- Over 25 simple cycle replacements of other OEM catalyst
- Experience-supported guarantees of >10 years performance
- Selected by owner to replace other catalyst OEM in >100 SCRs to date
- Experienced in replacement of every SCR catalyst type and manufacturer worldwide.



LICENSES AND REGISTRATIONS

California Contractor's License is held by Professional Piping Systems, LLC: License # 1031416

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

As a result of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

PROFESSIONAL PIPING SYSTEMS LLC

License Number 1031416

to engage in the business of and in the capacity of a contractor in the following classification:

A. GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day:
September 26, 2017

Issued September 27, 2017

Kevin J. Almira, Board Chair

David H. Fogt, Registrar of Contractors

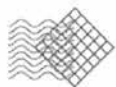
This license is the property of the Registrar of Contractors. It must remain with the licensee and be returned to the Registrar upon demand of written request. Licensee shall not be responsible for any transfer of this license until it is returned.

REG-097-318404
4/17/16-07/16

State of California Department of Industrial Relations Registrations:

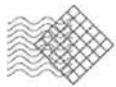
Cormetech, Inc.	# 1000865270
Professional Piping System, LLC	# 1000855263

All craft labor will be executed by PPS, LLC under subcontract to Cormetech, Inc. Reporting of general and craft labor compliance will be issued under PPS' DIR number. Cormetech is directly providing specialty technical services that do not qualify as general or craft labor.



REFERENCES

<i>Site</i>	<i>Contact</i>	<i>Cormetech Scope Of Supply</i>
Calpine Corporation All Units	Brian Fretwell, PE (925) 252-2092 Brian.Fretwell@calpine.com	Inspection & Sampling SCR Testing Services Replacement SCR & CO Catalyst Turnkey Installation of SCR & CO Catalyst SCR Reactor Modifications/Repairs Acceptance/Performance Testing Catalyst Disposal
Dominion Generation All Units	George Valentine (804) 273-3601 George.Valentine@dom.com	Inspection & Sampling SCR Maintenance AIG Tuning SCR Testing Services Replacement SCR Catalyst Turnkey Installation of SCR Catalyst Acceptance/Performance Testing SCR Catalyst Disposal
Salt River Project Desert Basin Generating Station, 2 Units Kyrene Generating Station, 1 Unit Santan Generating Station, 3 Units	Hank Hamblin (Desert Basin) (602) 236-0785 Hank.Hamblin@srpnet.com Bill Plona (Santan) (602) 236-5568 William.Plona@srpnet.com	SCR Testing Services Replacement SCR & CO Catalyst Turnkey Installation of SCR & CO Catalyst
Arizona Public Service Company Sundance Units 1-2 and 3-10	Jesthan Hardy Project Manager I, Fossil Projects Office Tel #: 602 250-5182 Cell Phone #: 602-397-1733 jesthan.hardy@aps.com	Replacement SCR & CO Catalyst Turnkey Installation of SCR & CO Catalyst



SCOPE OF SUPPLY

Provided by CORMETECH

- Onsite Technical Field Service Management by CORMETECH personnel
- Installation team including hole watch; Non-union labor
- 10-Day Work Schedule
 - 10-Hour Work Days
 - Work to be Completed in November 2022
- Scaffolding (1 tower per unit)
- Forklift
- Temporary shelter for performing module dis-assembly / assembly
- Crane to support catalyst removal/installation
- Other equipment and tooling to support work scope
- Removal of 8 existing SCR Catalyst modules per unit
- CORMETECH to dis-assemble each module
- CORMETECH will re-assemble SCR catalyst into existing module frames using the Integrated Seal technology
- CORMETECH to provide Integrated Seal technology, including module gasket and module hardware
- Replacement elements as needed
- Re-installation of 8 SCR Catalyst modules per unit
- Unit clean-up
- One-year workmanship warranty
- Work performed beyond the scope described, including stand by time, is subject to daily rates of CORMETECH personnel and subcontractors at the time of work

Provided by Site

- Safety policies and specific procedural requirements
- Onsite representative for communication, safety response and inspections
- Staging space for vehicles and tools
- Break area and rest room facilities
- Power and service air supply
- Waste disposal for ceramic, fiber packing, and miscellaneous hardware

INTEGRATED SEAL TECHNOLOGY

In line with our corporate mission and quality policy to continually improve our products and services, CORMETECH developed an advanced technique to reduce concerns associated with long term packing loss, namely the Integrated Seal Technology.

The Integrated Seal Technology is rooted in other product areas, such as, diesel particulate filters where sub-parts are “cemented” together. CORMETECH first qualified its use for SCR in a different market segment, marine diesel with Tenneco (see Figure 1). The material set was changed to match the Coefficient of Thermal Expansion (CTE) of the cement and honeycomb ceramic catalyst eliminating any stress caused by differential expansion. Now qualified for our honeycomb products, we can employ the Integrated Seal Technology in new production as well as field maintenance projects. While some packing material is still used around the perimeter of the catalyst elements (blocks), it is fully retained by mechanical stops, thus eliminating packing material loss and future maintenance. Alternative methods with use of packing still are viable and may be used however the focus of this information is specific to the qualification work associated with the Integrated Seal.

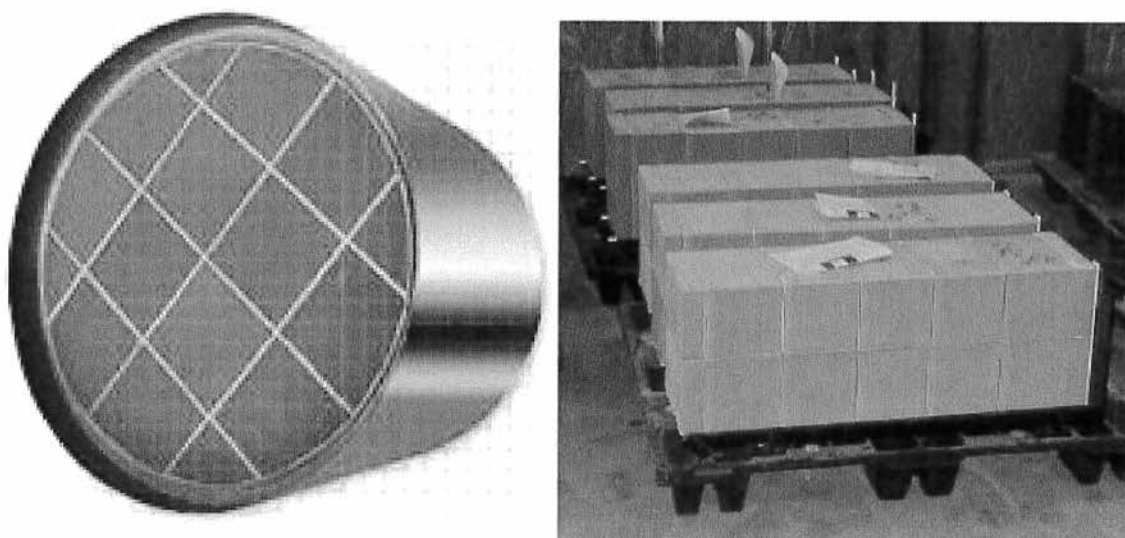
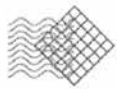
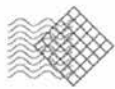


Figure 1. Example of Integrated Seal in an ULFA (Ultra Large Frontal Area) Cemented Segmented Part for Marine Diesel Market (24" dia.) and Sub-assembly Integrated Seal Technology for Stationary CT Market.



SCR REBUILD PRICING

<i>Project Total</i>	\$288,900
<i>Site Management for Turnkey Installation Services</i>	Included with Complete Turnkey Installation Service
<i>Field Service Rates</i>	<p>For on-site supervision of installation, refurbishment, performance testing, and other field service work, we will bill only for the service days required at the then prevailing rate. Current variable rate is:</p> <ul style="list-style-type: none"> • \$1500 per man-day, 8-hour Monday through Friday workday any part thereof, departure to return <ul style="list-style-type: none"> ○ Overtime hours Monday through Friday prorated at 150% ○ Weekend rates at 150% of Monday through Friday ○ Holiday rates at 200% of Monday through Friday • Transportation and Incidentals, cost plus 10% • Lodging, per current published US Dept of State Per Diem Domestic Travel Allowances, all-in (includes meal allowances)
<i>Cancellation Schedule – Turnkey Removal/Installation Services</i>	<p>15% Prior to Mobilization To be determined by Actual Progress Post-Mobilization</p>
<i>Invoice Schedule, % of Contract Value</i>	<p>20% upon Order 70% upon Turnkey Completion 10% upon earlier Acceptance or 90 days from Turnkey Completion</p>
<i>Payable</i>	Net 30 days
<i>Taxes and Fees</i>	The price of all goods and services offered herein is exclusive of all taxes and/or fees that Buyer may owe as a result of purchase and/or use. An estimate of taxes based on the current rate at the time of proposal has been provided. However, Buyer will be invoiced at the actual prevailing rate at time of delivery.
<i>Terms and Conditions</i>	Per previously agreed upon terms (Reference of Springs Generation PO from 04/04/12 attached)
<i>Proposal Validity</i>	September 1, 2022 or 8 Weeks Prior to Start of Work, whichever comes first



PRELIMINARY SCHEDULE

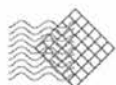
Schedule will be finalized with Site Planner after award to coordinate entire outage job scope(s), preliminary schedule provided below.

<i>Tentative Timing</i>	<i>Task</i>
Day 1	Jobsite mobilization, complete safety training, install scaffolding on both units and set crane, begin removing roof hatches
Day 2	Remove existing SCR modules from units, stage modules for rebuild
Day 3	Rebuild SCR catalyst modules with Integrated Seal technology
Day 4	Rebuild SCR catalyst modules with Integrated Seal technology
Day 5	Rebuild SCR catalyst modules with Integrated Seal technology
Day 6	Rebuild SCR catalyst modules with Integrated Seal technology
Day 7	Rebuild SCR catalyst modules with Integrated Seal technology
Day 8	Rebuild SCR catalyst modules with Integrated Seal technology
Day 9	Reinstall rebuilt SCR catalyst modules
Day 10	Unit clean-up, scaffolding removal, demobilization

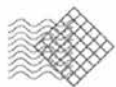
DESCRIPTION OF TURNKEY INSTALLATION

SAFETY PROVISIONS TO ENSURE A SAFE WORK ENVIRONMENT

<i>General</i>	Cormetech OSHA 200 log is available for review. Cormetech site leadership will ensure all work complies with Work site and OSHA requirements. Safety related issues will be immediately disclosed. Attendance will be taken at the start of each shift to identify employees and subcontractors in the event of an evacuation.
<i>Safety Orientation</i>	Cormetech will ensure and document that all employees and subcontractors attend initial site-specific safety orientation and ensure hard hat decals are in place. Cormetech will review all site safety requirements with its employees and subcontractors.
<i>Pre-Job Safety Briefings</i>	<u>Documented daily start of the shift safety reviews</u> will be completed to promote safety awareness. Initial briefing shall cover at a minimum the following items: hazards associated with the task, safe work procedures, special precautions, and energy source control (LOTO) and personal protective equipment requirements. This review will communicate any safety violations, issues, or near misses to help with safety understanding.
<i>Accident/Incident & Near Miss Reporting</i>	Cormetech will report to site safety coordinator: All accidents/incidents resulting in injuries that require treatment by a physician and damage to Company property will be reported immediately to site. Near misses before the end of the shift that they occurred. Corrective action plan to prevent reoccurrence within 24-hours.
<i>Safety Inspections</i>	Complete <u>daily</u> inspections on: scaffolding, fall protection harnesses, lanyards, rigging, hand tool tie-offs
<i>Injury Illness Control/Personal Protective Equipment</i>	Suitable PPE per OSHA standard shall be in use at all times when in the work area- at a minimum safety glasses, hard hat, and safety shoes.
<i>First Aid</i>	Cormetech or its sub-contractor will have basic first aid available on-site. Cormetech will comply with Work site for emergency first aid, i.e., contact Control Room who will dial 911.
<i>Rescue Contingency</i>	Cormetech will partner with site's Rescue Contingency Plan to define the process in the event of a serious injury. Cormetech will investigate local Emergency Support options for inclusion into our planning, e.g. 911, hospital proximity, etc.



<i>Tagging (Energy Source Control)</i>	Work site will perform all LOTO actions to isolate energy sources. Cormetech and its subcontractors will "sign on" to Work site's LOTO during work period and comply with all site regulations.
<i>Permits</i>	Cormetech or its subcontractor will obtain daily hot work permits through Work site. Cormetech and its subcontractors will comply with all confined space work precautions.
<i>Personnel exposed to >220 Volts</i>	Cormetech employees and subcontractors will wear flame resistance or 100% natural fiber clothing.
<i>Ground Assurance Program</i>	All 110V electrical circuits will be GFI protected.
<i>Training/ Certification Requirements</i>	Cormetech site managers will have OSHA 10 training.
<i>Fitness for Duty</i>	Personnel shall report to Riverside Energy Resources' Premises fit to perform their duties in a reliable and trustworthy manner, with no detectable presence of Banned Substances, prescription or non-prescription drug on their person or property, and free of any impairment from fatigue or any other cause that in any way might adversely affect their ability to safely and competently perform their duties.
<i>Safe Work Area Prep</i>	A safe work area will be maintained: <ul style="list-style-type: none"> • Barricading (red tape) in place when lifting • Hearing protection as required • Fire extinguishers as needed for hot work permits • Good housekeeping practices
<i>Scaffolding</i>	Documented daily scaffolding inspections shall be performed. Use of a green tag on the scaffold will be used to show daily inspections. Tag will show maximum allowable weight permitted on scaffold. Fall protection is required above four feet. Scaffolding will be OSHA compliant.
<i>Confined Space</i>	Cormetech will comply with OSHA confined space requirements. Continuous atmospheric testing will be completed within the confined space. NOTE: Once roof cover is removed and both access doors are open, SCR reactor will be reclassified as non-permit required confined space.
<i>Respiratory Protection</i>	Dust masks will be available for nuisance dust.
<i>Fitness for Duty</i>	Cormetech has a random drug testing program to insure their employees are fit for duty. Subcontractors may be tested for a reasonable suspicion or if involved in an incident.
<i>Consequences for Safety Violations</i>	Discipline may include immediate termination.
<i>Chemicals</i>	Provide Cormetech SCR Catalyst and associated materials MSDSs before work begins.
<i>Fire Protection</i>	Fire protection will be maintained per Hot Permit requirements associated with welding/cutting equipment.
<i>Demolition/Equipment Removal</i>	Cormetech has completed its review that the SCR catalyst replacement can occur without risk to the structure integrity of the reactor.
<i>Fall Protection</i>	<u>Fall protection will be enforced at heights over 4 feet with 100% tie-off.</u> All scaffolding will be OSHA compliant to insure safe working surfaces, including working from ladders and all steel erection; and scaffolding erection tasks.



<i>Housekeeping</i>	Cormetech will ensure the work area is maintained in a clean and organized manner consistent with good work practices. Trash will be removed as required and walkways maintained at all times.
<i>Vehicle Access</i>	Park all personal vehicles in site designated areas.
<i>Personal Access</i>	Work site may expel at its discretion any Cormetech employee or subcontractor from its property.
<i>Security</i>	Cormetech will provide a list of names, prior to the start of work, of all individuals supporting the work. Release of Records – Work site at its discretion may conduct background or other investigations of Cormetech employees or subcontractors Duty to Publicize – Cormetech will include these security measures in its project orientation with its employees and subcontractors Subcontractors – Cormetech will incorporate all Work site security measures in its subcontracts and require full compliance
<i>Scheduling of Work</i>	Cormetech will submit and obtain approval of work schedule including daily shift time and length and number of work days per week to complete the project.
<i>Coordination of Work</i>	Cormetech will coordinate work flow and access with Work site.
<i>Responsibility for Work Precautions</i>	Cormetech is responsible for taking precautions to prevent damage or injury to the property, facilities and other suppliers.
<i>Safety</i>	Cormetech must have and document its adherence to established policies and procedures for its employees and subcontractors. These policies and procedures must meet or exceed Work site requirements. Cormetech will take every precaution to maintain a clean and safe working environment.
<i>Hazardous Chemicals</i>	Cormetech will familiarize itself with all materials required to execute the work and apply appropriate PPE.
<i>Cleaning Up</i>	Cormetech will keep its work area, including storage, free from accumulations of waste materials or rubbish. Cormetech will leave the work area in a clean and neat condition.

ENVIRONMENTAL CONSIDERATIONS

Any waste material generated shall be managed according to federal, state and local regulations as well as company policy.

All waste management activities shall be coordinated through the Plant Environmental Specialist.

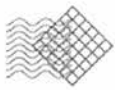
Review the MSDS of the new Catalyst and the Old Catalyst Material prior to start of work take all precaution and discuss with the safety and Environmental leader all contingency plans and personnel protective requirements

SUBCONTRACTOR MANAGEMENT

VENDOR QUALIFICATIONS

Vendors are qualified based on requirements set forth in Cormetech's Evaluation of Subcontractors Standard Operating Procedure (Document No. 2001). Qualification requirements include a formal quality system, AWS certified welders, site visit including inspection of appropriate metalworking equipment and an evaluation of capacity. Projects are planned and monitored to ensure delivery and quality requirements are met.

Professional Piping Systems, LLC is selected for the scope of work under subcontract to Cormetech, Inc.



CITY OF RIVERSIDE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael Hogue Arthur J. Gallagher Risk Management Services, Inc. 615 E Britton Road Oklahoma City OK 73114	CONTACT NAME: Emily Nelson
	PHONE (A/C, No, Ext): 405-235-6633 FAX (A/C, No): 405-235-6634
	E-MAIL ADDRESS: Emily_Nelson@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Crum & Forster Specialty Insurance Co NAIC # 44520
	INSURER B: Liberty Mutual Fire Insurance Company 23035
	INSURER C: First Liberty Insurance Corporation 33588
	INSURER D:
	INSURER E:
	INSURER F:

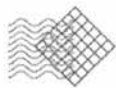
COVERAGES **CERTIFICATE NUMBER:** 1676780144 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB7-641-445109-061	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-641-445109-051	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7-641-445109-091	11/30/2021	11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PKC-112386	11/30/2021	11/30/2022	Each Claim Aggregate Deductible 1,000,000 2,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured on the General Liability and Auto policies as per forms CG 20 10 04 13 and CA 20 48 10 13 as required by written contract. Waiver of Subrogation applies to certificate holder, as respects to the General Liability, Auto and Workers Compensation policies as per forms CG 24 04 05 09, CA 04 44 10 13 and WC 00 03 13 required by written contract.

CERTIFICATE HOLDER City of Riverside Public Utilities Attn: Jim Perez, Utilities Resources Analyst 5901 Payton Avenue Riverside CA 92504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TERMS AND CONDITIONS

AS AGREED UPON BETWEEN CORMETECH, INC. AND CITY OF RIVERSIDE, 2012

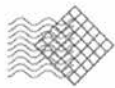
Cormetech, Inc. Technical Terms and Conditions

Warranty Conditions

1. Unit operating conditions shall be within the limits of design cases specified in Catalyst Quotation.
2. The catalysts must be handled, operated, and maintained according to Cormetech instruction.
3. Cormetech maintains warranty protection as long as normal furnace start-up and shut-down procedures are followed and no moisture other than from flue gas or ambient air is present. The allowed start-up and shut-down temperature gradient for the catalyst is 10°C/min below and 100°C/min above the flue gas dew point.
4. Catalyst has been designed to accommodate profile maldistributions, based on a Normal Distribution, per SCR Catalyst Quotation.
5. Cormetech is not responsible for catalyst deterioration caused by reagent drainage or other liquid contact to catalyst.
6. Suitable means must be employed, if needed, to clean catalyst masked or plugged by firing of particulate producing fuel. Customer will inspect visually at shutdowns and clean, as needed.
7. Access must be provided to Cormetech for visual inspection and catalyst sampling. Cormetech reserves the right to review the Unit's operating data at any time during the warranty period.
8. Customer must provide catalyst samples to Cormetech, if requested during the warranty period, in order to maintain warranties. Cormetech will provide an advance written request of a need to obtain catalyst samples, construction and sampling method that permits ease of extraction and replacement of samples, and schedule coordination for the operating plant's convenience.
9. Customer will provide a copy of all procedures and methods of analysis to be employed in catalyst evaluation for Acceptance and anytime throughout the warranty period.

Warranty Fulfillment

1. Cormetech's warranties are fulfilled at the end of the period stated in Catalyst Quotation if the results of on-site tests indicates that the performance values, shown in Catalyst Quotation, are met.
2. If the results of on-site tests during the warranty period indicates that the warranted values are not being met, Customer will conduct an on-site investigation to determine the cause of non-performance. If the catalyst is suspect, Cormetech will conduct laboratory tests, according to the conditions specified in Catalyst Quotation, to verify the catalyst performance.
3. If the results of the laboratory tests indicate that the warranted values are being met, Cormetech's warranties will be deemed in fulfillment at this time and Customer will continue their investigation to determine the cause of non-fulfillment. Customer will compensate Cormetech for the cost of laboratory evaluation.
4. If the results of the laboratory tests indicate that the warranty values are not being met, Cormetech will, at its option, repair, replace, or add catalyst at its cost to meet the required performance values. Cormetech will absorb cost of laboratory evaluation.



General Terms and Conditions of Sale

1. DEFINITIONS:

"Buyer" means the firm or company which places the order and purchases the Goods from Seller. "Seller" means Cormetech, Inc.

"Goods" means the SCR Catalyst to be purchased by the Buyer.

"Order" means the purchasing order placed by the Buyer for the supply of the Goods.

"Specifications" means Seller's written technical description of the Goods purchased pursuant to the Order therefor and Seller's acceptance thereof.

"Owner" means the person, firm or company to whom the Buyer furnishes the plant including the Goods supplied by the Seller.

2. CONTRACT:

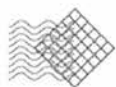
The contract for the purchase and sale of Goods shall be deemed to have been entered into by and between the Buyer and the Seller when, upon receipt of the Buyer's Order for such Goods, the Seller sends an acceptance in writing, within the time limit for such acceptance specified in such Order, executed by the duly authorized representative of Seller. Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these general terms and conditions unless otherwise agreed by both parties in a writing executed by their duly authorized representatives. Except as otherwise provided in an express written agreement, these general terms and conditions shall govern in the event of any conflict with any terms or conditions proposed by the Seller or Buyer whether or not contained in any order or acceptance, or applicable in previous transactions, practice or course of dealings.

3. LIAISON PERSONNEL:

The Seller, immediately upon receiving Buyer's Order for Goods, may appoint an appropriate person for the performance of Seller's obligation to Buyer with respect to the Goods, to whom all communication thereon shall be directed.

4. DELIVERY:

The method of packing of the Goods shall be in accordance with the agreement of the Buyer and Seller and if no agreement has been reached, the Seller shall take all reasonable steps to prevent damage to or deterioration of the Goods in transit to their destination as specified in the accepted order. The purchase price for Goods sold pursuant to an accepted purchase order shall include the cost of packing as mentioned above.

**5. WARRANTIES, QUALITY AND REMEDY:**

Seller hereby warrants to Buyer that at the time of delivery, the Goods and Services sold to Buyer will conform to the written specifications set forth in Catalyst Technical Terms and Conditions to acceptable quality levels normally supplied by Seller in connection with the sales of said Goods and Services.

5.1 Materials and Workmanship: Goods and Services provided are warranted to conform to the written Specifications for a period of twelve (12) months from installation acceptance by Buyer. Seller will, solely at its option, repair or replace Goods, and/or re-perform Services which fail to meet the Terms and Conditions of this limited warranty.

5.2 Performance Guarantees: Seller further warrants that the performance of the Goods will, under the conditions specified in Catalyst Technical Terms and Conditions for the period set forth therein meet the performance criteria under the conditions specified therein. Defects that do not materially impact performance of the Goods, and normal wear and tear of the equipment from use, shall not be considered a failure under Performance Guarantee. Defects that are discovered and deemed likely to cause material impacts on performance as a result of normal operation during the remaining guarantee period shall be remedied by Seller under warranty. Seller will, solely at its option, repair or replace Goods found materially defective, and/or re-perform Services which fail to meet the Terms and Conditions of this limited warranty.

Verification of such performance guarantee will be accomplished as specified in Catalyst Technical Terms and Conditions, through the use of laboratory tests.

In the event Goods are stored and handled between the time of delivery and installation, Buyer shall provide adequate and appropriate facilities for storage of the Goods. Goods shall be handled according to Seller's Operations and Maintenance Manual.

THE FOREGOING WARRANTY AND THE WARRANTY SET FORTH IN SECTION (15) ARE IN LIEU OF ALL OF THE WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. SPECIFICATIONS:

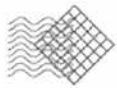
The Goods sold hereunder shall comply with the written specifications set forth in Catalyst Technical Terms and Conditions. The performance of such Goods will vary in accordance with individual specifications, operation, and maintenance of the systems in which they are installed. Buyer has the sole responsibility for the completeness and accuracy of information. Seller will rely exclusively on such information to make recommendations on the type and volume of Goods to be used in Owner's facility.

7. MODIFICATION IN SPECIFICATIONS:

The specifications may be modified and/or changed at any time provided that both the parties agree in writing. Such agreement may include reasonable adjustments of the price, time of delivery of the Goods and other terms before such modifications and/or changes are carried out.

8. DRAWINGS:

Drawings, such as, drawings for approval, drawings for installation, drawings showing the finished conditions of the Goods, instruction manuals, etc., shall be supplied by the Seller to the Buyer strictly in accordance with and by the time instructed in the Specification or in the accepted order.

**9. INSPECTION AND TEST AT SELLER'S WORKS**

Upon reasonable notice and at reasonable times, the Buyer shall have access to the office of the Seller or, subject to written consent of such supplier, the office and manufacturing operations of Seller's supplier for expedition of manufacturing or inspection of the Goods in the course of a normal working day during the period from the date of the Order to the date of shipment of the Goods. If such inspection shall be done at the factory of Seller's supplier, the Seller shall also inform the Buyer of the details of such visit in advance. Buyer shall inspect all Goods within thirty (30) days of delivery of such Goods and immediately report to Seller in writing any claims for breach of warranty set forth in Section (5) above. All Goods which remain uninspected after such thirty (30) days shall be deemed accepted by Buyer. In the event that the Goods are rightfully rejected at the time of inspection for failure to conform to the provisions of Section (5) above, the Seller shall, solely at the Seller's option, repair or replace such Goods.

10. PRODUCTION SCHEDULE:

When requested, the Seller will provide the Buyer with the production schedule setting forth the estimated dates for the issuance schedule of drawings, order of material, fabrication schedule, inspection schedule, if any, for the Goods purchased pursuant to the acceptance order, and during the contractual period,

keep the Buyer informed monthly of actual progress in providing the Goods.

In case there is some unexpected factor or occurrence which prevents normal progress of production or manufacturing, the Seller shall inform the Buyer promptly.

11. SHIPPING INSTRUCTION:

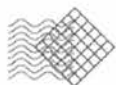
The Goods subject to Buyer's Order shall be sold FOB Jobsite, unless otherwise indicated, and the Buyer or Seller on Buyer's behalf pursuant to Buyer's instructions will book and arrange appropriate transportation from such site. The Seller shall provide the following information regarding such Goods.

- a. Net weight, gross weight, freight tons
- b. Measurement of each packing or
- parcel c. Number of packages
- d. Name of loading port
- e. Date of cargo readiness

12. LIMITATION OF LIABILITY:

The liability of the Seller, its supplier, their agents, employees, subcontractors and sub-suppliers with respect to any and all claims arising out of the performance or non-performance of obligations in connection with the design, manufacture, sale, delivery, storage, erection or use of the Goods or the rendition of other services in connection therewith, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed in the aggregate the purchase price for the Goods and shall in no event include: damages for loss of profits or revenue or the loss of use of either; loss by reason of plant shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased costs of purchasing or providing Goods, equipment, materials, supplies or services; costs of replacement power or capital; claims of Owner's customers; inventory or use charges; or any other incidental or consequential damages of any nature.

This limitation of liability shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the contract for the Goods, except to the extent such conflicting or inconsistent provisions further restrict the Seller's liability. This limitation shall not apply to claims arising out of or based upon claims of personal injury or property damage.

**13. PRICE AND PAYMENT:**

All payments shall be made within thirty (30) days after the presentation of the invoice therefor, unless otherwise indicated. Seller will meet delivery schedule required by contract. In the event Buyer delays requested delivery, terms of payment shall commence per original schedule. Seller shall notify Buyer of all resultant fees and requirements due to delay, including but not limited to, handling, storage, and truck cancellation fees. Buyer shall be invoiced for said fees upon shipment. Payments received after date specified on invoice will be assessed a monthly finance charge (12% per annum).

14. FORCE MAJEURE:

Force majeure shall mean unavoidable causes beyond the control of the Seller, including but not limited to, acts of God, war (declared or undeclared), acts of governmental authorities, riot, revolution, civil commotion, fires, strikes (and other labor disputes, sabotage), or epidemic, and other similar matters beyond the reasonable control of a party. Should the causes of force majeure prevent the total or partial performance required concerning the purchase of Goods, the party claiming force majeure shall promptly advise the other party at the beginning and end of such force majeure and furnish the other party a written notice identifying the nature of the circumstances of force majeure promptly. In cases of force majeure described above, there shall be consultation between the parties to discuss the effect on the contractual obligations of both parties. For delays and/or non-performance of the obligations due to force majeure, the affected party shall be entitled to an extension of time equal to that of the delay plus such additional time as is reasonably necessary to resume performance of its obligations.

15. PATENTS:

The Seller warrants freedom from patent infringement on those Goods sold under an accepted order when such Goods are used for the purposes normally intended. Purchase of this product from Cormetech, Inc. includes a license to use this product in the practice of the method claimed in U.S. Patent 4,358,428.

16. ASSIGNMENT:

Neither the contract nor any part of it shall be assigned or transferred to any third party without the other parties' prior written consent where such consent shall not be unreasonably withheld.

17. TAXES:

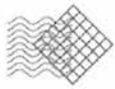
Any applicable sales, use, excise or other tax shall not be included in Seller's quoted price for Goods.

18. BACKCHARGE:

Seller is not liable, whether by back charge or otherwise, for the cost of work performed or material or equipment furnished by the Buyer or any third parties unless such work and the costs thereof have been approved in writing by an authorized representative of Seller.

19. NON-DISCLOSURE:

Data, drawings, specifications, or other technical information furnished directly or indirectly, in writing or otherwise, to Seller by Purchaser or to Purchaser from Seller pursuant to this order shall in no event become the property of the receiving party and shall be used only in fulfilling the obligations imposed by this order and shall not be duplicated or disclosed to others or used in whole or in part for any other purpose. Such furnishing of data, drawings, specification, or other technical information shall not be construed as granting any rights whatsoever, express or implied, under patents or privileges of the disclosing party.

**20. TERMINATION:**

Upon notice, Seller will take all reasonable measures to cease production in-process and to minimize the cost of goods and services procured for fulfillment against this contract. It is recognized that the Goods and Services contracted herein are of custom design and manufacture, the value of which is not reasonably expected to be recoverable by the Seller in the event of termination. Therefore, upon termination, Seller will submit to Buyer an accounting of all Goods and Services directly allocated to fulfillment of this contract including but not limited to finished Goods, Goods-in-process, non-cancelable subcontracts, and custom dies. Forced disruption of manufacturing in process may result in additional expense which is the sole responsibility of Buyer. It is expected that raw materials may be purchased and production proceed against the requirements of any or all of the defined scope of contract at any time following contract award by Buyer. Seller will keep Buyer informed of progress against contract.

21. INDEMNIFICATION

Except as to the sole negligence or willful misconduct of the Buyer, Seller shall defend, indemnify and hold the Buyer, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, based in personal injury or property damage, which arises out of or is in any way connected with the Seller's gross negligence, willful misconduct and intentional acts under this agreement. The parties expressly agree that any payment, attorney's fee, costs or expense Buyer incurs or makes to or on behalf of an injured employee under the Buyer's self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this article, to the extent lawful, and that this article shall survive the expiration or early termination of the agreement.

22. INSURANCE

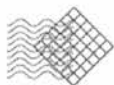
22.1 General Provisions. Prior to commencement of the agreement, Seller shall provide satisfactory evidence of, and shall thereafter maintain during the term of this agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Buyer unless such modification is prohibited by law.

22.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Seller's indemnification obligations herein.

22.1.2 Ratings. Any insurance policy or coverage provided by Seller or subcontractors as required by this agreement shall be deemed inadequate and a material breach of this agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

22.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Buyer by certified or registered mail, postage prepaid.

22.2 Workers' Compensation Insurance. By executing and/or acknowledging this agreement, Seller certifies that Seller is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Seller shall carry the insurance or provide for self-insurance required by California law to protect said Seller from claims under the Workers' Compensation Act. Prior to commencement of the Services, Seller shall file with Buyer either (1) a certificate of insurance showing that such insurance is in effect, or that Seller is self-insured for such coverage, or (2) a certified statement that Seller has no employees, and acknowledging that if Seller does employ any person, the necessary certificate of insurance will immediately be filed with Buyer. Any certificate filed with Buyer shall provide that Buyer will be given ten (10) days prior written notice before modification or cancellation thereof.



22.3 Commercial General Liability and Automobile Insurance. Prior to commencement of the agreement, Seller shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Seller against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Seller. The Buyer, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

22.3.1 Seller's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent Seller's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

22.3.2 Seller's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Seller's performance of this agreement, which vehicles shall include, but are not limited to, Seller owned vehicles, Seller leased vehicles, Seller's employee vehicles, non-Seller owned vehicles and hired vehicles.

22.3.3 Prior to commencement of the agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this agreement, for both commercial general and automobile liability insurance, shall be filed with Buyer and shall include the Buyer and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

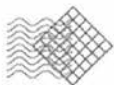
"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for services performed by and on behalf of the named insured for the City of Riverside."

22.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Buyer and its sub-consultants, employees, officers and agents for services performed under this agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Seller will be considered primary and not contributory to any other insurance available to the City.

22.4 Errors and Omissions Insurance. Prior to commencement of the agreement, Seller shall obtain, and shall thereafter maintain during the term of this agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Buyer from claims resulting from the Seller's activities.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.



SIGNATURE PAGE

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

CORMETECH, INC.
A Delaware Corporation

By: _____
City Manager

By: Mike Mattes
President & CEO

Mike Mattes <sign>

Attest: _____
City Clerk

4-19-22

Date <enter>

Certified as to Availability of Funds:

By:
Chief Financial Officer

By: John Mei
Chief Financial Officer

Approved as to Form:

By:
Deputy City Attorney

John Mei <sign>

4/19/2022

Date <enter>