



**PSA
Priority Service Agreement**

Reference RFP#1618 rev9

Date: May 10, 2016

GE Water and Process Technologies, acting through its affiliate GE Mobile Water Inc. (formerly known as Ecolochem, Inc.), a Virginia, U.S. corporation ("GE Mobile Water"), and City of Riverside, a California charter city and municipal corporation ("Customer") agree:

1. AGREEMENT TERM

GE Mobile Water, as Customer's Primary Supplier, shall provide mobile treatment equipment and processes ("Service") on a Priority Service basis to meet Customer's requirements for treated water or other fluids ("Effluent Water"), as set forth on the attached Exhibits. The Service shall be provided at the Customer's facilities located at 5901 Payton, Riverside, CA 92504 ("Site"). Primary Supplier is defined as the Customer's first call for mobile water equipment services described in Exhibit A.

This Agreement shall commence and become effective on the 1st day of July 2016, and shall terminate on the last day of June 2019. However, Customer may renew the term of the Agreement, for 3 successive one-year periods, by giving written notice of such renewal within 30 days of expiration of the then-current term.

This Agreement and any performance pursuant to it may be terminated or suspended by either Party if the other Party becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or fails to make any payment when due, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

2. GE Mobile Water SERVICES

When Customer has fully complied with Paragraph 3 below, GE Mobile Water shall:

- A. Provide the equipment scheduled on Exhibit A (the "Equipment") or, at GE Mobile Water's option, other equipment sufficient to meet Customer's requirements, on a priority availability and preferred pricing basis.
- B. Treat Customer's influent water or other fluids ("Influent Water") to the quality specified on Exhibit A section 2.4.
- C. Insurance requirements are set forth in Exhibit B

3. CUSTOMER'S RESPONSIBILITIES

As a condition precedent to GE Mobile Water's providing the Service, Customer shall, without cost to GE Mobile Water throughout the Agreement term:

- A. Provide GE Mobile Water, as Primary Supplier, with the first opportunity to supply equipment and services to meet any and all of Customer's requirements for Service. Failure to comply with this provision or use of another supplier as Primary Supplier for emergency, temporary, or long-term outsourced treatment systems may result in termination of this Agreement at GE Mobile Water's option, and continuation of Service only at spot market pricing and availability.
- B. Provide a location at Customer's facilities, suitable for the Equipment.
- C. Provide fire hoses, fittings, electricity and other specified equipment and services, as required.
- D. Provide Influent Water of the quality described on Exhibit D, at the pressure and at the flow rate required by GE Mobile Water.
- E. Provide reasonable access to and security for the Equipment.
- F. Provide all necessary utilities to operate the Equipment.
- G. Provide all necessary licenses or permits required for the installation and operation of the Equipment required for the Service.
- H. Customer to Operate and Maintain Equipment



4. PRICE AND PAYMENT

The price and payment terms for GE Mobile Water's Service are set forth on the attached Exhibits. Any supplemental cost incurred by GE Mobile Water in the performance of any of Customer's responsibilities under Paragraph 3 of this Agreement shall be reimbursed at actual cost. Interest on all past due amounts will be added in accordance with state law. Temporary surcharges may be applicable (and charged for at actual cost) for unusual increase in cost of production or distribution materials to include, but not limited to, regenerant chemicals and fuel. Caustic Surcharge is applicable currently and is attached and included in pricing schedules.

Prices do not include sales, use, gross receipts, excise, value-added, services, penalty, addition to tax, interest, or assessment related thereto or any similar transaction or consumption taxes (collectively, "Taxes"). GE Mobile Water shall collect or seek reimbursement for any such Taxes imposed with respect to this Agreement, or services performed hereunder by GE Mobile Water or GE Mobile Water's subcontractors, from Customer.

Customer shall pay any such Taxes that may be levied on or assessed against Customer or GE Mobile Water and GE Mobile Water's subcontractors and, if GE Mobile Water pays any such Taxes, reimburse GE Mobile Water. Each party shall be responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

5. WATER QUALITY WARRANTY

Effluent Water quality shall meet or exceed the specifications on Exhibit D. Any Effluent Water not meeting these specifications shall be replaced or reprocessed at no additional cost to Customer, unless the failure is caused by the acts or omissions of Customer.

GE Mobile Water warrants only that the Equipment is capable of processing the Influent Water, described on Exhibit D, to meet the specifications for Effluent Water on Exhibit D. GE Mobile Water does not warrant the USE of the Effluent Water and, accordingly, such replacement or reprocessing shall be the Customer's sole and exclusive remedy.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, GE Mobile Water MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS OF USE OR FOR THE PURPOSE INTENDED.

Effluent Water is neither intended nor suitable for human consumption.

6. NO TITLE TO WATER

At no time shall GE Mobile Water be deemed to have taken title to Effluent Water, Influent Water, Nonstandard Substances ("Nonstandard Substances" shall mean substances or materials which are not identified in the Influent Water Quality Window set forth herein or which were not or could not be reasonably anticipated by GE Mobile Water as being a component of the Influent Feedwater), Hazardous Materials ("Hazardous Materials" shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any statute or ordinance or regulations promulgated by any national, federal, state, provincial, or local governmental authority), or any other materials or substances processed at the site or treated by GE Mobile Water pursuant to this Agreement. GE Mobile Water does not take responsibility for or provide waste characterization, disposal facility selection, or disposal. Customer is responsible for all wastes and waste disposal from the plant. Wastes may include, but are not limited to, sewage fees for water system reject waste, and landfill fees for disposal of RO membranes, filters, CIP related wastes and wastewaters, spent media, cartridge filters, equipment and consumables, lube/oil contaminated debris/rags, other maintenance related wastes, lab analysis residuals, and office waste. Customer is required to notify GE Mobile Water prior to any changes in waste disposal methods.

7. MUTUAL LIMITATION OF LIABILITY

EXCEPT FOR BODILY INJURY TO CUSTOMER'S EMPLOYEES OR AGENTS, OR BODILY INJURY OR PROPERTY DAMAGE TO THIRD PARTIES CAUSED BY THE NEGLIGENCE OF GE MOBILE WATER, FOR WHICH TOTAL LIABILITY IS LIMITED TO \$2,000,000, THE TOTAL LIABILITY OF GE MOBILE WATER ON ALL CLAIMS OF ANY KIND ACCRUING DURING ANY CALENDAR YEAR, WHETHER IN CONTRACT (INCLUDING LIQUIDATED DAMAGES), WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OF ANY PARTS OR THE PROVISION OF ANY SERVICES, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO GE MOBILE WATER PURSUANT TO THIS AGREEMENT.



IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE SITE OR ANY ASSOCIATED EQUIPMENT OR SYSTEMS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

8. INDEMNIFICATION

Except as to the negligence or willful misconduct of Customer, GE Mobile Water shall defend, indemnify and hold Customer, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of the services under this Agreement by GE Mobile Water or any of GE Mobile Water's employees, agents or subcontractors, and from all claims by GE Mobile Water's employees, agents and subcontractors for compensation for services rendered to GE Mobile Water in the performance of this Agreement, notwithstanding that Customer may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of GE Mobile Water or of GE Mobile Water's employees, agents or subcontractors.

The parties expressly agree that any payment, attorney's fee, cost or expense Customer incurs or makes to or on behalf of an injured employee under Customer's self-administered workers' compensation is included as a loss, expense or cost for the purpose of this Section, except to the extent limited by Customer's fault as explained above, and that this Section shall survive the expiration or early termination of this Agreement.

9. CONFIDENTIALITY

Any information disclosed by either party in connection with this Agreement and designated in writing, by label, stamp or other written communication by the disclosing party as "confidential" or "proprietary" at the time of disclosure shall be treated as "Confidential Information" subject to this Section. It is agreed that this Agreement and all drafts hereof, shall be considered GE Mobile Water's Confidential Information at all times. The recipient party agrees (i) to treat such Confidential Information as confidential and not disclose it to third parties other than GE Mobile Water Affiliate entities as necessary for performance of this Agreement, (ii) to restrict the use of such Confidential Information to matters relating to the recipient party's performance of this Agreement, and (iii) to restrict access to such information to employees of the recipient party and GE Mobile Water's Affiliate entities whose access is necessary in the implementation of this Agreement. All copies of written Confidential Information will be returned to the disclosing party upon request (i) except to the extent that an item of such information is designated to be retained by the recipient party pursuant to a specific provision of this Agreement, and (ii) GE Mobile Water may retain one copy of Customer Confidential Information until such time as all its Liability under this Agreement terminates. Nothing in this provision shall prohibit Customer from disclosing any document in compliance with the California Public Records Act.

10. POSTPONEMENT OF PERFORMANCE

The consequences, direct or indirect, of labor troubles, fires, accidents, weather, equipment failures, war, failure of supply of raw materials and any causes beyond the control of the parties to this Agreement shall excuse performance to the extent performance has been prevented by such consequences. At the removal of the cause of interruption, performance shall be resumed fully in accordance with this Agreement.

In the event GE Mobile Water cannot provide the Service to meet the Customer's requirements, Customer may utilize other sources to obtain Service until GE Mobile Water can meet its obligations under this Agreement. GE Mobile Water shall not be liable for any difference in the cost. GE Mobile Water's failure to provide the Service shall not result in termination of this Agreement. However, should Customer request the Service and GE Mobile Water not be able to provide the Service for a period in excess of 30 days, this Agreement will automatically terminate.



11. PRICE MODIFICATION

The price of the Service, as described in Paragraph 4, shall be subject to an annual adjustment in accordance with any increase in the Consumer Price Index for All Urban Consumers (CPI-U) (the "Index"), as published by the Bureau of Labor Statistics, on the date of the availability of the Index after the anniversary date of this Agreement or any succeeding renewal period.

The Price shall be adjusted annually, if at all, as follows:

$$\text{Adjusted Price} = \text{Contract Price} + (\text{Contract Price} \times \% \text{ increase in CPI-U})$$

The actual adjustment will be made as soon as the Index is published after the anniversary date of this Agreement. For each renewal period, the previous Adjusted Price shall become the Contract Price for purposes of computing this adjustment.

The current Index for the first month of the effective date of this Agreement will be confirmed as available by separate letter and shall become a part of this Agreement.

12. DISPOSAL OF WATER

Except as elsewhere addressed herein, Customer will direct, determine, and be responsible for subsequent handling and treatment of product water from Equipment as necessary to meet their required process and/or regulatory requirements. Customer will direct, determine, and be responsible for subsequent handling, treatment, and disposal of all non-product streams generated by Equipment (including Equipment backwash water) during all periods of initial training and subsequent Customer operation. Customer further certifies that they possess all necessary permits or authorizations as legally required for their subsequent handling, treatment, disposal, or discharge of any such materials, and that any discharge or disposal of these materials is done in accordance with these permits. Customer shall operate the equipment in accordance with all applicable laws and regulations and shall hold GE harmless from any claims or liabilities arising from Customer's use or operation of the equipment.

13. INTERPRETATION

The parties intend this Agreement, with any attached Exhibits and Addenda, as a final expression of their agreement and a complete and exclusive statement of its terms. No course of previous dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of its terms. No representations, understandings or agreements have been made or relied on in making this Agreement other than those expressly set forth. This Agreement may be modified only by a writing signed by the parties or their duly authorized agents.

This Agreement shall be governed by and shall be construed according to the laws of the State of California. The parties agree that any action at law or in equity brought to enforce a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.



14. NOTICE

Notice of requirements for the Service shall be made by Customer calling GE Mobile Water's 24 hour/7 day, toll-free number in Norfolk, Virginia (800) 446-8004 or by facsimile transmission to (757) 855-1478. All other notices required under this Agreement shall be sent by registered or certified mail, return receipt requested, postage paid, to the address shown below, or at such other address as either party shall designate in writing.

15. SEVERABILITY

If any provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

16. NON DISCRIMINATION

During GE Mobile Water's performance of this Agreement, GE Mobile Water shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, GE Mobile Water agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

17. BUSINESS TAX

GE Mobile Water understands that its performance of the services under this Agreement will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

18. GENERAL COMPLIANCE WITH LAWS

GE Mobile Water shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by GE Mobile Water, or in any way affect the performance of services by GE Mobile Water pursuant to this Agreement. GE Mobile Water shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of GE Mobile Water's service with all applicable laws, ordinances and regulations.

19. AMENDMENTS

This Agreement may be amended or supplemented only by written agreement and/or change order signed by both parties. Please reference the agreed upon terms between the City of Riverside and GE Mobile Water, Inc. dated May 10, 2016.

Accepted by:

Customer: City of Riverside - RERC
Address: 5901 Payton Avenue
Riverside, CA 92504

By: _____

Title: _____

Date: _____

Approved to Form:

By: *Susan Nelson*
City Attorney

Attest

By: _____
City Clerk

Accepted by:

GE MOBILE WATER, INC.
4545 Patent Road
Norfolk VA 23502

By: *[Signature]*

Title: Commercial Engineer

Date: 05/11/2016



GE Power
Water & Process Technologies

RERC Demin Water Services

CITY OF RIVERSIDE

3900 Main Street
Riverside, CA 92522

05/10/2016

For the Attention of: Art Torres

Our Reference: 190787 RFP 1618- Demineralized Water Service at the Riverside Energy Resource Center and Clearwater Power Plants

Dear Art,

GE Water & Process Technologies is pleased to provide CITY OF RIVERSIDE with the attached proposal for the RERC Demin Water Services project at 5901 Payton Ave. in Riverside, CA. In developing this quotation, GE worked with RERC personnel in an effort to understand your project and business needs. The attached proposal outlines the solution we feel will best meet these objectives.

We greatly appreciate your consideration of GE for this project. Our measure of success is how well we deliver solutions that help our customers meet their critical business objectives. We hope to have the opportunity to demonstrate this with CITY OF RIVERSIDE.

I will be calling you to discuss our proposal and provide any additional information that may help your evaluation. Until then, please contact me if you have any questions.

Yours sincerely,

Michael Jaubert

michael.jaubertjr@ge.com

cc:

Unless expressly agreed otherwise in writing, all our proposals, sales and order confirmation are subject to our terms and conditions of sale.



GE Power
Water & Process Technologies

Exhibit A

Proposal for

CITY OF RIVERSIDE

RERC Demin Water Services
Riverside , CA United States

Proposal #190787, Revision 4

Michael Jaubert

michael.jaubertjr@ge.com





GE Power Water & Process Technologies

GE Power & Water Water & Process Technologies

Confidential and Proprietary Information

GE submits the information contained in this document for evaluation by Customer only. Customer agrees not to reveal its contents except to those in Customer's organization necessary for evaluation. Copies of this document may not be made without the prior written consent of GE Management. If the preceding is not acceptable to Customer, this document shall be returned to GE.

Validity

This proposal is valid until 06/09/2016. If a formal purchase order is not received and accepted within this Validity Period, both the pricing and delivery schedule are subject to review and adjustment.

Trademark Notification

The following are trademarks of General Electric Company and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flatronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelCeer, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURxE, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, Procera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Sencicore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, StenSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, TonkaFlo, Travelab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeniFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPleat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



1 Executive Summary

This document provides all commercial and technical details for the water treatment solution proposed by GE Water & Process Technologies for the RERC Demin Water Services project at CITY OF RIVERSIDE. Based on the past 5 years of providing services at the RERC facility, several critical requirements are essential for the basic operation of the power plant.. These include selecting a vendor who can:

- ❑ Have a response time of two (2) hours for trailer exchanges and contractor is expected to respond no later than four (4) hours from the call out.
- ❑ Trailers must produce a minimum of 150,000 gallons of demineralized water between exchanges.
- ❑ Contractor will deliver or exchange trailers during the hours from 0700 hrs. to 1500 hrs. (Monday through Friday) and maintain the ability to deliver on a 24/7 basis.
- ❑ Provide contact information for ordering demineralized water trailers and be capable of reliably supporting trouble calls on a 24/7 basis.

GE Mobile Water can guarantee the 150,000 gallon minimum throughput based on the trailer feed water quality data obtained back in February of 2016. This throughput takes into account the mixed bed polisher capacity.

At our reduced rate of \$5,400 per exchange, that puts your treatment rate at \$36/1000 gallons at the 150,000 gallon minimum. If the trailer were to achieve throughput less than the 150,000 minimum, and the TDS or conductivity of the feed water feeding the trailer at the time is not out of line in, then we'll prorate the actual gallonage @\$36/1000 gallon rate. So as an example, if we get 135,000 gallons, the trailer will be \$4,860 (\$36X135) as opposed to the \$5,400. If we get over 150,000 gallons, you get the benefit of a lower \$/kgallon rate. RERC will have to notify GE Mobile Water when a short-run occurs as we'll have to do a quick confirmation on the TDS/conductivity of the feed water conditions in order to issue the prorated credit.

GE Mobile Water's main facility that will continue to service the RERC plant will be our Fontana Service Center, which is located only 7 miles away. During the past 5 years, GE Mobile Water has never failed to make a delivery or respond to a call even in the most trying of circumstances. We will continue our efforts to provide superior service and technical expertise to RERC, including providing the standby trailer for no-charge during the peak months. Our pricing reductions in trailer and Turboflo MB exchanges should also reinforce the commitment GE Mobile Water has to the City of Riverside.



2.1 Basis of Design

2.2 Influent Water Quality

Cations		Anions		Other	
Total Hardness, as CaCO3	112	Alkalinity, "P", as CaCO3	< 2	Specific Conductance, at 25°C, µS/cm	952
Calcium Total hardness as CaCO3, ppm	78.3	Alkalinity, "M", as CaCO3	154	Total Dissolved Solids (TDS)	
Magnesium Total hardness as CaCO3, ppm	33.8	Chloride	122	pH, standard units	7.6
Sodium	107	Sulfur, Total, as SO4	69	Total Suspended Solids	
Potassium	19.4	Nitrate, as NO3	14	Turbidity, NTU	2.8
Ammonia, as NH3	2.3	Reactive Silica, Total, as SiO2	19.5	Silt Density Index (SDI15)	N/R
Barium, Total	0.023	Colloidal Silica, Total, as SiO2	N/R	Total Organic Carbon (TOC), as C	N/R
Strontium, Total	0.319	Phosphate, Total, as PO4	3.9	Dissolved Organic Carbon (DOC)	N/R
Copper, Total	0.009	Phosphate, Total Inorganic, as PO4	N/R	Color, TCU	N/R
Aluminum, Total	1.89	Phosphate, Ortho-, as PO4	N/R	Total Chlorine	N/R
Manganese, Total	8.22	Fluoride	0.3	Free Chlorine	N/R
Iron, Total	0.441	--		Carbon Dioxide	N/R
Iron, Dissolved	N/R	--		Fats, Oil and Grease	
--		--		BTEX	

Source of Test and Date	Laboratory, 2/18/2016
Feed Water Source	Municipal Tertiary Effluent

1. N/R = data for this parameter has not been reported, and will be assumed to be 0 (zero)
2. Parameters marked with an asterisk have been assumed. Please confirm these values.
3. BTEX = benzene, toluene, ethyl benzene, and xylene.



Flow rate, pressure and temperature required at inlet to the equipment.

* Pressure must be measured under flowing conditions at the inlet to the GEWPT equipment.

The following performance parameters are expected upon equipment start-up, based on the data listed in the influent quality table and design sections above.

2.5 Influent Water Variability

2.6 Capacity Throughput

2.7 Equipment Availability

GEWPT requires a one (1) to two (2) day period notice from a technically and commercially clean order acceptance in order to prepare the equipment proposed in the GE Scope of Supply section prior to dispatching it to the Customer site. We will however endeavor to expedite this.



3 Commercial Offer

3.1 Pricing Table – Riverside – Three (3) Year Minimum

Pricing for the proposed equipment, consumables, and / or services is summarized in the table below. All pricing is based on the operating conditions and influent water analysis that are detailed in the Technical & Engineering Details section of this proposal. **See Pricing Notes below for pricing clarification.**

Qty	Description	Price	Units
Equipment Processing Charge			
1	Mobile Media System (TurboFlo™ - Granular Activated Carbon)	\$950.00	Per Skid, Per Order
1	Mobile Media System (TurboFlo - Mixed Bed)	\$510.00	Per Skid, Per Order
1	Mobile Media System (MobileFlow™ Demineralizer)	\$5,400.00	Per Trailer, Per Order
1	Mobile Media System (VersaFlow™ Demineralizer) 8MM grain trailer that will only serve as backup	\$7,000.00	Per Trailer, Per Order
Equipment Service Charge(s)			
1	Mobile Media System (MobileFlow Demineralizer) (after 7 days) <ul style="list-style-type: none"> No Demurrage on one primary trailer during peak months; June 1-Sept 30 During on-peak period, if a 2nd trailer is onsite for longer than 7 days, equipment service charge will apply until released 	\$250.00	Per Day, Per Trailer Ordered after 7 days
Consumables			
4	Klaraid 1172 - Coagulant	Included	Four (4) Pails Per Year
Additional Equipment			
	Requested Bonds (Bonds can be furnished upon award)	Actual Cost	
Field Service			
0	FSR Coverage	\$105.00	per day - 8 hr/day (total 40 hr week)
Freight			
	Calculated by distance from GE Mobile Water, Inc.	Included	Per mile, per tractor, round trip

Pricing Notes

- Carbon Media may require occasional testing to prove to be non-hazardous prior to disposal or re-fire. Carbon in pilot showed no hazardous material classification concern. Any media testing is billed at actual costs. Carbon exchanges based upon non-hazardous classification. Any hazardous materials remaining



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on the resin/carbon or unit after use by the customer must be cleaned out before leaving the customer's site and disposed of by the customer.

2. No credit for partially used or unused units. Exclusive of equipment service, FSR, and freight charges.
3. Exchanges of MobileFlow or MultiFlow units during the term of the contract will also be charged at the freight rate as quoted above. Additional freight charges, including, but not limited to, expedited freight, shipment during public holidays or any special circumstances shall be charged at extra.
4. All prices quoted are in USD.
5. The customer will pay all applicable local, state, provincial, or federal taxes and duties.
6. The equipment delivery date, start date, and date of commencement of operations are to be negotiated.
7. Commercial terms and conditions shall be in accordance with GE's Standard Terms and Conditions of Contract.
8. This proposal and the rates provided herein are subject to final site, environmental, and financial due diligence by GE Water & Process Technologies.
9. This proposal supersedes all previous proposals and correspondence.
10. Equipment Service Charges to commence on actual delivery date at site.
11. The FSR coverage rate is to be billed for hours on site. Additional charges shall apply for standby FSR due to customer delays.
12. Tractors must travel both ways for both delivery and pickup of equipment. Therefore, freight will be charged for both the outbound and return trip for the delivery of the equipment, and for both the outbound and return trips for the pickup of the equipment.

3.2 SERVICE AGREEMENT - Clearwater - Pricing and Options

The following schedule of services is presented in order to allow Clearwater Cogen staff to adjust the level of on-site service provided by the GE Mobile Water personnel. The Clearwater Cogen operations staff will receive training in the operation of the Water Treatment System such that Clearwater Cogen could perform many of the daily activities. The following chart outlines the various fixed, variable, and per unit services pricing.

Service Item	Schedule			
Commercial Details				
Fixed Monthly Service Fee		\$1,700		
Equipment Rental		Excluded		
Variable Usage Fee	Per Kgal	T&M		
Service Coverage				
Monday	1x / week	As needed		
Tuesday	1x / week	As needed		
Wednesday	1x / week	As needed		
Thursday	1x / week	Included		
Friday	1x / week	As needed		
Saturday	As needed	As needed		
Sunday	As needed	As needed		
Pretreatment System				
Instrumentation Calibrations				
Flow Transmitters	As needed	Included		
Pressure Indicators	As needed	Included		
Softeners				



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Softener Maintenance		Included		
Replacement Parts & Labor		Cost+25%		
Softener Salt		Cost+25%		
Chemical Injection Pumps				
Replacement Parts & Labor	As needed	Included		
Optimize and Adjust	1x / month	Included		
Supply Sodium Bisulfite	As needed	Cost+25%		
Supply Antiscalant, MSI 150	As needed	Cost+25%		
Feedwater Booster Pump				
Replacement Parts & Labor	As needed	N/A		
Preventative Maintenance	As needed	N/A		
RO Systems				
Instrument Calibrations				
RO % Rejection Monitors	2x / year	Included		
RO Conductivity Cells	2x / year	Included		
Pressure Indicators	As needed	Included		
RO Flow Meters	1x / year	Included		
RO Feed Pressure Switches	1x / year	Included		
RO Pre-filters				
Replacement Cartridges	As needed	\$13 / ea		
RO High Pressure Pumps				
Preventative Maintenance	1x / month	Included		
Replacement Parts & Labor	As needed	Cost + 25%		
RO Membranes				
Replacement Parts & Labor	As needed	\$655 / ea		
Clean as Required (off site)	1x / year	Included		
Clean as Required (off site)	>1x / year	\$118 / ea		
Loaner Membranes	If Requested	\$50 / ea		
On-site Cleaning Chemicals	If Requested	Excluded		
EDI System				
Instrumentation Calibrations				
Flow Transmitters	As needed	Included		
Pressure Indicators	As needed	Included		
Resistivity Cells	2x / year	Included		
EDI Stacks				
Troubleshoot and Monitor	1/week	Included		
Replace/Clean Stacks	As needed	Cost + 25%		
Ion Exchange Columns				
Instrumentation Calibrations				
Flow Transmitters	As needed	Included		
Pressure Indicators	As needed	Included		
Resistivity Cells	2x / year	Included		
Primary Mixed Beds				
Rental TF Columns, (2) on-site	2 ea on-site	\$165/Mo/Ea		
Standby Rental TF Columns	>2 ea on-site	\$165/Mo/Ea		
Exchange TF MB, (2) / Trip	As needed	\$510 each		



3.3 Water Quality Specifications – Clearwater

Parameter	Feedwater ¹	RO/DI System Effluent
Average Flow (GPM)	75 GPM	40 GPM
Daily Flow (GPD)		
RO Recovery (% primary/EDI) * ²		70% /90%
Calcium (mg / liter as Ca)	< 85 ppm	
Magnesium (mg / liter as Mg)	< 25 ppm	



1. Chemical concentrations greater than 10% of the reported values may require adjustments to the system operation, and may affect system performance and service pricing.
2. The RO should not be operated above 70% recovery with feedwater silica level above 35 ppm. This may result in a rapid failure of the RO membranes.

Upon confirmed receipt of any written notice from Clearwater Cogen to GE Mobile Water, Inc. questioning the water purification system's performance, GE Mobile Water, Inc. shall be obliged to provide within one business day, data to support that the system performance is within expectations, or a written action plan outlining corrective actions including a firm implementation schedule for those actions.

The FSR(s) will work on site in accordance with local working time regulations. The FSR will manage their time such that they can respond to required callouts within their allowable working time. If however they are unable to complete all the required tasks within the allocated time then additional FSR cover may be required at a cost to CITY OF RIVERSIDE.

This Agreement may be renewed prior to the expiration of the above stated Service Period by mutual agreement between the parties. Upon such renewal, all references made to the Service Period shall be deemed to include both the in the foregoing referred to initial Service Period as well as any renewal Service Periods as a whole. Notice for renewal shall be given in writing by Customer not less than seven (7) days prior to the expiration of the ongoing Service Period, otherwise the Service Period shall automatically terminate and the Equipment be returned to GEWPT in accordance with the terms and conditions of this Agreement.

Payment terms are net 30 days from date of invoice.



Customer understands that this proposal has been issued based upon the information provided by customer, and currently available to, GE Water & Process Technologies at the time of proposal issuance. Any changes or discrepancies in site conditions (including but not limited to system influent water characteristics, changes in environmental, health, and safety (EH&S) conditions, and/or newly discovered EH&S concerns), Customer financial standing, Customer requirements, or any other relevant change, or discrepancy in, the factual basis upon which this proposal was created, may lead to changes in the offering, including but not limited to changes in pricing, warranties, quoted specifications, or terms and conditions. GE's offering in the proposal is conditioned upon verification of Customer's EH&S conditions, financial standings, and other information.

GE Mobile Water equipment may be outfitted with InSight, a Knowledge Management Solution, for the collection of performance data from select equipment. This data enables our customers to achieve success and overcome operational challenges including avoiding operational interruptions, reducing operating and maintenance costs including chemicals and energy, and optimizing operator efficiency. In the event GE Mobile Water's equipment is outfitted with InSight, data transmission will occur wirelessly, requiring no communication wires, allowing quick setup and transmission of valuable operational data.



4 GE Scope of Supply

The proposed treatment system consists of the components described in this section.

4.1.1 Mobile Media System

Model	TurboFlo - Granular Activated Carbon (GAC)
Application / Media Type	Granular Activated Carbon
Configuration	Skid Mounted

Design Data

Number of Media Tanks	1
Minimum Flow	50 gpm
Peak Flow	250 gpm
Minimum Pressure Drop	1.2 psi
Peak Pressure Drop	11 psi
Operating Temperature	34-119 F
Inlet Pressure	15-90 psi

Materials of Construction

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

Installation and Utility Requirements

Skid Dimensions	48" L x 48" W x 82" H
Service Inlet Connection	4" 150lb flange
Service Outlet Connection	4" 150lb flange
Backwash Connection	
Power Required	N/A
Shipping Weight Estimate	4369 lbs
Operating Weight Estimate	5169 lbs

Features Included

- ☐ Forklift ports
- ☐ Easy portability
- ☐ Highly Versatile

Order entry information

SAP Description	ACTIVATED CARBON,TURBOFLO
Prep Part Number	BMS1000364



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4.1.2 Mobile Media System

Model	MobileFlow Demineralizer
Application / Media Type	Cation/Anion/Mixed Bed
Configuration	Wheel Mount

Design Data

Number of Media Tanks	6
Minimum Flow	100 gpm
Peak Flow	400 gpm
Minimum Pressure Drop	12 psi
Peak Pressure Drop	90 psi
Operating Temperature	34-119 F
Inlet Pressure	15-90 psi

Materials of Construction

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

Installation and Utility Requirements

Trailer, Tank Dimensions	43' L x 8' W x 13' 6" H, 60" dia
Service Inlet Connection	4" 150lb flange or 3 x 2.5" nst
Service Outlet Connection	4" 150lb flange or 3 x 2.5" nst
Backwash Connection	
Power Required	110V/20a
Shipping Weight Estimate	58000 lbs
Operating Weight Estimate	90000 lbs

Features Included

- ☐ Adjustable Pressure reducing valve
- ☐ Isolation valves on all pressure vessels
- ☐ Automatic shutdown system
- ☐ External audible alarms
- ☐ Propane fueled, thermostat controlled, heating system
- ☐ Outlet resin trap

Order entry information

SAP Description	DEMINERALIZATION,STANDARD,MF
Prep Part Number	BMS1000236
Rental Part Number	BMS1000522

4.1.3 Mobile Media System

Model	VersaFlo™ Demineralizer
Application / Media Type	Cation/Weak Base Anion/Anion/Mixed Bed (Up to 8 Million Grains)
Configuration	Wheel Mount



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Design Data

Number of Media Tanks	20 - 24
Minimum Flow	100-gpm
Peak Flow	300-gpm
Minimum Pressure Drop	12 psig
Peak Pressure Drop	90 psig
Operating Temperature	34-119 F
Inlet Pressure	15-90 psig

Installation and Utility Requirements

Power Required	110V/20A
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Order entry information

SAP Description	DEMIN,STANDARD,VERSAFLO
Prep Part Number	BMS1000502
Rental Part Number	BMS1000678

4.1.4 Mobile Media System

Model	TurboFlo - Mixed Bed
Application / Media Type	Mixed Bed
Configuration	Skid Mounted

Design Data

Number of Media Tanks	1
Minimum Flow	50 gpm
Peak Flow	250 gpm
Minimum Pressure Drop	1.2 psi
Peak Pressure Drop	11 psi
Operating Temperature	34-119 F
Inlet Pressure	15-90 psi

Materials of Construction

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

Installation and Utility Requirements

Skid Dimensions	48" L x 48" W x 82" H
Service Inlet Connection	4" 150lb flange
Service Outlet Connection	4" 150lb flange
Backwash Connection	
Power Required	N/A
Shipping Weight Estimate	4369 lbs
Operating Weight Estimate	5169 lbs

Features Included

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Revised: 4/16/14, Revision 7.05/140000, valid until 05/05/2014

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- ☐ Forklift ports
- ☐ Easy portability
- ☐ Highly Versatile

Order entry information

SAP Description	DEMIN, MIXED-BED,TURBOFLO
Prep Part Number	BMS1000365
Rental Part Number	BMS1000636



5 Customer Scope of Supply

All delivery or services not specified in the GE Scope of Supply are included in the Customer Scope of Supply.

5.1 Safety and Environmental

- ☐ First aid and emergency medical response
- ☐ Eyewash and safety showers in the water treatment area
- ☐ Chemical spill response
- ☐ Security and fire protection systems per local codes
- ☐ Environmental use and discharge permits for all chemicals/waste water streams at the customer facility either listed in this document or proposed for use at a later date
- ☐ Any special permits required for GE or Customer employees to perform work related to the water treatment system at the facility
- ☐ All site testing, including soil, ground and surface water, air emissions, etc.
- ☐ Disposal of all solid and liquid waste from the GE System
- ☐ The Customer will identify and inform GE personnel of any hazards present in the work place that could impact the delivery of GE's scope of supply and agrees to work with GE to remove, monitor, and control the hazards to a practical level.
- ☐ The Customer will provide training to GE's personnel on all relevant and standard company operating procedures and practices for performing work on site. Such training programs may include, but are not limited to, general environmental health and safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Customer will provide a certificate of training for GE personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.

5.2 Jobsite and Installation Review

- ☐ Review of GE supplied equipment drawings and specifications
- ☐ Overall plant design, detail drawings of all termination points where GE equipment or materials tie into equipment or materials supplied by others
- ☐ All easements, licenses and permits required by governmental or regulatory authorities in connection with the supply, erection and operation of the system
- ☐ All applicable civil design and works, including any building, site preparation, grading, excavations, foundations, and trenches and accessories
- ☐ All electrical labor and supplies leading up to and from the jobsite and between equipment, including power supplies and cables, control cables, fittings, conduit, supports, cable trays, wire and hardware, and air conditioned panels as required for installation and ongoing operations
- ☐ All labor and supplies leading up to and from the jobsite and between equipment, including fittings, conduit, supports, cable trays, wire and hardware required to appropriately ground / earth the equipment as required for installation and ongoing operations
- ☐ All mechanical labor and supplies leading up to and from the jobsite including connecting and interconnecting piping, heat tracing or winterization of equipment (if required), fittings, conduit, pipe supports, and hardware as required for installation and ongoing operations
- ☐ All instrumentation, control and automatic pneumatic valves including, but not limited to, air / sample line tubing, fittings, conduit, supports, isolating valves leading up to jobsite and between GE-supplied skids and hardware as required for installation and ongoing operations
- ☐ Loading, unloading, lifting, positioning and transportation of the equipment and materials required for GE to perform the duties outlined in the GE Scope of Supply to the jobsite and/or warehouse
- ☐ All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts)



- ### 5.3 Start-Up, Commissioning, and De-Commissioning

- ## 5.4 Facility Management

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- ☐ All site utilities such as raw water at appropriate pressure and flow rate, instrument quality air, potable water, and power required for operation of the proposed equipment included in this scope of supply as specified by GEWPT in this Agreement
- ☐ Secure office space adjacent to the work area at the site with access to typical office equipment and amenities
- ☐ Provision of welfare facilities, such as clean toilets, washing facilities, drinking water, canteen, restrooms, etc.



6 Acceptance

6.1 How to Place an Order

To ensure accurate and prompt order entry, product delivery, billing and accounts receivables processing, please ensure your Purchase Order contains the following information:

1. **Hard Copy:** GE requires a hard copy of the PO with full customer and order details – by postal mail, e-mail, or fax.
2. **Entity:** Please identify GE Mobile Water, Inc., 4545 Patent Road Norfolk, VA 23502 USA as the 'Seller' on any Purchase Order(s).
3. **Communicate** your PO to our central order processing department at:

E-Mail:	infra-gewpt-mw-logistics@ge.com
Fax:	(757) 855-9631
Postal Mail:	GE Mobile Water, Inc. 4545 Patent Road Norfolk, VA 23502 USA

4. **Proposal Number:** Please reference the Proposal # 190787, dated 05/10/2016, in any purchase orders.
5. **Quantity** with units of measure (UOM) needs to be stated for each item listed in the PO.
6. **Unit Price and / or Total Price** need to be stated alongside the information so that the Purchase Order can be cross checked against any proposal detail.
7. **Delivery Location (Ship-to Address):** Please clearly define the delivery location.
8. **Delivery Date:** Please include your requested delivery date in your PO. Upon receipt of the PO the requested delivery date will be reviewed, if that date is achievable based upon current factory loading it will be confirmed back to you via the confirmation information indicated on your PO, if the requested delivery date is not achievable a representative will contact you to discuss how to proceed. If a delivery date is not included in your PO the next available production capacity will be utilized and confirmed back to you.
9. **Execute:** Please sign and date below and include this page with your purchase order. Upon acceptance of the PO, GEWPT will sign and date this page and return it to CITY OF RIVERSIDE.

For:
CITY OF RIVERSIDE

Name: _____

Signature: _____

Date: _____

For:
GE Mobile Water, Inc.

Name: _____

Signature: _____

Date: _____



7 Invoicing and Remittance

7.1 Preferred Invoice Delivery Method

To ensure prompt invoice handling, please indicate your preference:

- ☐ Receive invoices by Postal Mail Service
- ☐ Upload invoices to portal or send via email

For Postal Mail submission, please provide all of this information:

Name of Recipient	
Job Title of Recipient	
Telephone Number of Recipient	
Email Address of Recipient	
Company	
Operations Specific Site Name	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	

For Portal Upload or Email submission, please provide all of this information:

Instructions	For Portal Upload, please attach instructions
Web Link Address	
Name and Job Title of Help Contact	
Email Address of Help Contact	
Telephone Number of Help Contact	

7.2 Invoice Processing

Please provide all information requested below.

Operation Lead, Engineer, Buyer who specified product and approves invoice for payment



7.3 Remittance of Payments

- Name, address, or contact information changes for your business
- Tax status changes, along with any relevant supporting forms
- Changes to how invoices are received, including location, method, and instructions



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Water & Process Technologies

7.4 Future Purchase Orders

Please do not change payment terms on any future purchase orders. Please reflect the payment terms outlined in the contract / proposal signed by the two parties. Altered payment terms will not be honored.



Appendix A. Definitions

As used in this Agreement the terms below shall have the meanings as described below.

A.1 General Definitions

Agreement	shall mean the terms and conditions contained in this Proposal, including its Attachments as a whole
Delivery and Removal Charge	The rate specified, usually cost per mile, to deliver and remove the GE unit from the Customer's location. For either delivery or removal, the cost is computed based upon the distance from the GE service center to the Customer's location and the same mileage from the Customer's location to the GE service center (round trip).
Effluent Water	shall mean the treated water delivered from the Equipment to Customer's storage tank or point of use, resulting from the treatment of Influent Water under the terms and conditions of this Agreement
Equipment	shall mean the mobile treatment equipment as further detailed in the GE Scope of Supply section of this proposal
Field Service Representative	An employee of GE who has been professionally trained to operate and maintain GE's equipment. This employee is also able to provide a wide array of analytical services with GE supplied instruments
Influent Water	shall mean Customer's influent water or fluids to be provided by Customer at the inlet of the Equipment, and subject to treatment under the terms and conditions of this Agreement
Minimum Processing Charge	A minimum fee, per unit delivered, generally exclusive of Field Service Representative, service, and delivery and removal charges, that applies when the processing charge is expressed as a cost per 1,000 gallons or other unit of volume. The minimum covers mobilization and preparation of the unit and is charged only when gallons processed times the processing charge yield less than the stated minimum.
Mobilization Charges	Price charged for the supply of project specific equipment required for the operation of the water treatment plant.
Preparation Charge	A fee charged for labor and materials to prepare equipment to meet specific Customer requirements. May also be identified as a Set-up Charge.
Processing Charge	A fee charged for the processing of a fluid through equipment supplied by GE. This fee may be expressed as a cost per unit of volume, cost per unit delivered, or cost per day, week, or month.
Service Center	A location where GE provides services including resin regeneration, fleet storage, analytical services, sales support and technical support.
Service Charge	A fee imposed, usually hourly, daily or monthly, for the use of GE's fluid treatment equipment. Service Charges commence upon arrival at customer's site unless otherwise specified.
Services	shall mean the overall services to be provided by GE, as consisting of the deployment and provision of the Equipment and corresponding processing services relating to the treatment of Influent Water as further detailed in the GE Scope of Supply section



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Site	shall mean Customers premises at CITY OF RIVERSIDE Riverside , CA United States
Surcharge	A temporary fee charged to recover unusual increase in cost of production or distribution materials. The fee is based on a sliding scale index.
Unit/System/ Equipment	Generally referred to as a piece or array of fluid treatment equipment, which may be of either mobile or fixed-base design.
Waste Water	shall mean the waste generated from the Equipment to Customer's drain resulting from the treatment of influent water.

A.2 Field Service Representative Charges

Per Hour	When required or requested by the Customer, GE will bill the Customer for all hours worked by the Field Service Representative while on-site at the Customer's location. Unless otherwise specified, a minimum of eight (8) hours per 24-hour day will be charged while the Field Service Representative is engaged by the Customer, whether the Field Service Representative is required to report to the Customer's location, or remain in the local area on stand-by. A daily log sheet is provided by GE for the Customer's use in accounting for hours worked or charged for. The hourly rate is the same for straight time, overtime, holidays, or weekends.
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**SELLER:**

GE Mobile Water, Inc.
4545 Patent Road
Norfolk, VA 23502
USA

BUYER:

CITY OF RIVERSIDE
5901 Payton Ave
Riverside, CA 92504

As used in the Terms and Conditions, the term "Goods" shall mean materials as outlined in the GE Scope of Supply section of this proposal.



12. Insurance.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to Customer's execution of this Agreement, GE Mobile Water shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure GE Mobile Water 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 GE Mobile Water. Customer, and its officers, employees and agents, shall be named as additional insureds under the GE Mobile Water's insurance policies to the extent that an additional insured may be held liable for the negligence or other culpability of GE Mobile Water, but not to the extent of negligence by an additional insured.

12.3.1 GE Mobile Water'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 contractor's liability, personal injury liability, and contractual liability) in an amount of \$2, 500,000 per occurrence and a general aggregate limit in the amount of not less than \$5,000,000.

12.3.2 GE Mobile Water's automobile liability policy shall cover both bodily injury and property damage in an amount of \$2,500,000 per occurrence and an aggregate limit of not less than \$2,500,000. All of GE Mobile Water's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with GE Mobile Water's performance of this Agreement, which vehicles shall include, but are not limited to, GE Mobile Water owned vehicles, GE Mobile Water leased vehicles, GE Mobile Water's employee vehicles, non-GE Mobile Water owned vehicles and hired vehicles.

12.3.3 Prior to Customer's execution of this Agreement, original certificates along with additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Customer and shall include the Customer 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 work done by and on behalf of the named insured for the City of Riverside, to the extent that an additional insured may be held liable for the negligence or other culpability of GE Mobile Water, but not to the extent of negligence by an additional insured."

12.3.4 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 Customer and its sub-consultants, employees, officers and agents for services performed under this Agreement, to the extent of any such party's status as additional insured.
- 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 GE Mobile Water will be considered primary and not contributory to any other insurance available to Customer in regard to GE Mobile Water's obligations herein.

12.4 Subcontractors' Insurance. GE Mobile Water shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by





C.1 Customer Operated Jobs*

- The equipment is secure and in good working order
- The shutdown features and alarms are activated and functioning
- Operating parameters are within the specific limits
- And the effluent water quality meets the required specifications

GEMW services include:

- Guaranteed effluent water quality upon equipment delivery
- 24 hour, 365 day per year technical assistance from GEMW's Logistics and Customer Service departments
- Emergency back-up equipment
- Emergency replacement parts
- Written equipment start-up and operational procedures
- Training for the operators

- Daily operating labor
- Effluent water quality and quantity monitoring
- FSR transportation, labor, and per diem for all service calls
- Daily equipment readings
- Transmission of equipment readings to GEMW's Logistics department
- Routine maintenance and repair labor
- Replacement media, resin, and membranes (unless due to manufacturing defects)
- Instrument calibration
- Daily housekeeping
- Maintain influent water within the specified parameters
- Site access and security
- Site suitable for water treatment equipment
- Emergency first aid

- Provide equipment installation assistance and start-up services
- Operate and monitor equipment performance to guarantee effluent water quality and quantity
- Manage water inventory
- Provide repair services
- Troubleshoot problems