



**GE VERNOVA**

**GE Vernova Operations, LLC**

**Proposal for**

**Annual Gas Turbine Package Calibrations**

**for**

**The City of Riverside, California**

**RFP No. 2469**

**GE Proposal Number: 1709969\_R1**

**Dated: June 12, 2025**

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**Hector Guzman**

Aero Services Sales Manager  
11330 Clay Rd  
Houston, TX 77041

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E-mail hector.guzman1@gevernova.com

June 12, 2025

Ms. Angela Kilgo  
The City of Riverside  
Finance-Purchasing Division  
Public Utilities Department  
3900 Main Street  
Riverside, California 92522

Subject: Annual Gas Turbine Package Calibrations – City of Riverside RFP #2469

Dear Ms. Kilgo,

GE Vernova Operations, LLC. (hereinafter referred to as “GE” or “Company”) is pleased to provide the City of Riverside (hereinafter referred to as “Riverside” or “City”) this proposal in response to your RFP #2469 for the Annual Gas Turbine Package Calibrations of your four GE LM6000 NextGen packages at the Riverside Energy Resource Center and one LM2500 Millennium package package at the Clearwater Power Plant.

GE has fully reviewed the RFP. As the OEM for this equipment, we have performed hundreds of package calibrations over the years, around the globe. We look forward to entering a contract with the City of Riverside under the Terms and Conditions contained in the agreed-to 2019 GE / Riverside Products & Services Terms & Conditions.

I look forward to hearing from you and your team with any questions regarding our proposal.

Kind Regards,

Hector Guzman  
GE Vernova Aero Services Account Manager



## **Statement of Understanding and Approach / Workscope**

This proposed solution includes all tools and labor required to perform annual gas turbine package calibrations, on four GE LM6000 NextGen packages and one GE LM2500 Millennium package, for a five year term (July 1<sup>st</sup>, 2025 through December 31<sup>st</sup>, 2029). The scope performed will be consistent with OEM recommendations/procedures.

### **RERC Workscope**

#### **Field Services – RERC Units A & B**

- One (1) Specialty Field Service Controls Representative working four (4) concurrent twelve (12) hour shifts to perform package calibrations for two (2) LM6000 units.
  - Day shift only; twelve hours per shift. Shift hours will span from 07:00-19:00.
  - Assumes one (1) mobilization and demobilization for both units.
  - Assumes outages will take place annually, during the first two weeks of November.
- Field Services include:
  - Travel Time during mobilization and demobilization
  - T&L expenses
  - Specialty tooling
  - Tooling freight
- At a minimum, the scope performed will include calibrations of the instrumentation specified in Attachment 1.

#### **Field Services – RERC Units C & D**

- One (1) Specialty Field Service Controls Representative working four (4) concurrent twelve (12) hour shifts to perform package calibrations for two (2) LM6000 units.
  - Day shift only; twelve hours per shift. Shift hours will span from 07:00-19:00.
  - Assumes one (1) mobilization and demobilization for both units.
  - Assumes outages will take place annually, during the last two weeks of November.
- Field Services include:
  - Travel Time during mobilization and demobilization
  - T&L expenses
  - Specialty tooling
  - Tooling freight
- At a minimum, the scope performed will include calibrations of the instrumentation specified in Attachment 1.



## Clearwater Workscope

### Field Services – Clearwater Unit 1

- One (1) Specialty Field Service Controls Representative working two (2) concurrent twelve (12) hour shifts to perform package calibrations for one (1) LM2500 unit.
  - Day shift only; twelve hours per shift. Shift hours will span from 07:00-19:00.
  - Assumes one (1) mobilization and demobilization.
  - Assumes outages will take place annually, during the first two weeks of December.
- Field Services include:
  - Travel Time during mobilization and demobilization
  - T&L expenses
  - Specialty tooling
  - Tooling freight
- At a minimum, the scope performed will include calibrations of the instrumentation specified in Attachment 1.

### Workscope Notes:

- GE Controls Representative will verify equipment is restored and ready for operation prior to demobilization from site.
- It is the City's responsibility to complete lock out tag out (LOTO) of equipment to ensure it is safe to perform prescribed workscope. GE Controls Representative will comply with LOTO procedures to ensure safety of personnel and equipment.
- Reports documenting calibration records of the work performed will be provided no later than 1 week after services are complete.
- The City will supply the following: power, 120 psi compressed air, service water, ladders and restrooms.

## Company Information

GE Vernova Operation, LLC (GEVO) is a Limited Liability Company operating as a division of GE Vernova, Inc. (a corporation). GEVO is the Original Equipment Manufacturer (OEM) of the LM6000 and Center of Excellence (COE) for its maintenance.

GEVO's corporate offices are located at:

Westway Plaza  
11330 Clay Rd  
Houston, TX 77041

GEVO's main Service Center is located at:

Aero Alliance  
16415 Jacintoport Blvd.  
Houston, TX 77015

With a regional Service Facility at:

3300 Unicorn Rd  
Bakersfield, CA 93308





### **Company Personnel**

The key personnel involved in the creation of this proposal and in the execution of the contract are as follows:

Hector Guzman	GE Senior Sales Manager	+1 (281) 961 1273
Connor Wilson	GE Senior Customer Service Manager	+1 (281) 740 0101
Mike Camp	GE Regional Field Service Director	+1 (661) 549 0971

Names of the GE Field Service Representatives performing the on-site work will be identified when the work is scheduled.

### **Experience and References**

As the OEM, GE has performed countless implementations of LM6000 & LM2500 Gas Turbine Package Calibrations. This workscope is considered to be routine for our Field Service team. Recent Western Region customers include:

- CRC Thums - California
- Mariposa Energy Project - California
- Black Hills - Colorado
- Calpine (multiple sites) - California
- HELCO - Hawaii

### **Evidence of Insurance**

Please see Attachment 3 for GE's current Certificate of Insurance with the City of Riverside.

### **Disclosures**

Please see GE's responses in Attachment 4.

## Pricing

### RERC – Gas Turbine Package Calibrations – 4x Units

	Year 1	Year 2	Year 3	Year 4	Year 5	
Parts	\$ -	\$ -	\$ -	\$ -	\$ -	
Labor	\$ 36,260.00	\$ 37,347.80	\$ 38,468.24	\$ 39,622.28	\$ 40,810.95	
Sales Tax (8.75%)	\$ -	\$ -	\$ -	\$ -	\$ -	<b>5 Year Total</b>
Total	\$ 36,260.00	\$ 37,347.80	\$ 38,468.24	\$ 39,622.28	\$ 40,810.95	\$ 192,509.27

\*Two visits per year

### Clearwater – Gas Turbine Package Calibrations – 1x Unit

	Year 1	Year 2	Year 3	Year 4	Year 5	
Parts	\$ -	\$ -	\$ -	\$ -	\$ -	
Labor	\$ 10,762.32	\$ 11,085.19	\$ 11,417.74	\$ 11,760.28	\$ 12,113.08	
Sales Tax (8.75%)	\$ -	\$ -	\$ -	\$ -	\$ -	<b>5 Year Total</b>
Total	\$ 10,762.32	\$ 11,085.19	\$ 11,417.74	\$ 11,760.28	\$ 12,113.08	\$ 57,138.61

\*\*One visit per year

### Additional Maintenance – Hourly Rates

	Year 1	Year 2	Year 3	Year 4	Year 5
On Call Hourly Rates-Standard	\$ 282.20	\$ 290.67	\$ 299.39	\$ 308.37	\$ 317.62
On Call Hourly Rates-Overtime	\$ 422.45	\$ 435.12	\$ 448.18	\$ 461.62	\$ 475.47

Note: "Additional Maintenance" not to exceed \$50,000 per year

### Pricing Notes:

- Pricing is Firm Fixed for the above work scope.
- Any additional parts, materials or labor required due to additional scope will be billed on a Time and Material Basis per the "Additional Maintenance" rates. Upon discovery, Contractor shall provide a proposal for additional maintenance and not proceed with any repairs without Riverside's approval.
- "Additional Maintenance" not to exceed \$50,000 per year.
- Duration of package calibrations referenced in workscope description above does not include standby time and/or delays. Any standby time and/or delays due to City's request will be billed on a Time and Material Basis per the "Additional Maintenance" rates.

## **Commercial**

### **Term**

This Agreement shall be in effect from July 1st, 2025 through December 31<sup>st</sup>, 2029. The term may be extended for an additional one-year period, upon mutual written agreement of the parties. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

### **Payment**

Company will invoice City after the completion of each outage for the percentage amount due. All payments are due Net 30 days from Invoice.

Description	Percentage of Price Due
Field Services	100% of the Field Service Price upon Completion of Services

### **Title Transfer & Risk of Loss**

Title Transfer and Risk of Loss for Services provided shall pass from Company to City as the work is performed

### **Terms and Conditions of Sale**

GE and the City of Riverside have an active Terms & Conditions Agreement in place. *GE therefore takes blanket exception to the sample Professional Services Agreement contained in the RFP.* This Proposal is based on the terms stated herein and on the terms contained in the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019 (please see Attachment 2).

In the event of any conflict in the terms and conditions between this proposal and the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019, the terms and conditions of the proposal shall govern.

Sale of parts and/or services identified in this Proposal is expressly conditioned on the City's assent to the terms and conditions attached hereto which shall be the only applicable terms and conditions for this transaction. These terms and conditions shall be exclusive and in lieu of any and all terms and conditions appearing on the face or the reverse side of any purchase order, acknowledgement of this order, work order or other document that may be submitted by the City at any time related to this transaction. Any additional or different terms proposed by City are expressly objected to and will not be binding upon Company unless specifically assented to in writing by Company's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and Company's performance of work shall constitute assent to Company's terms and conditions.

With respect to (i) non-OEM material or OEM Material that has been repaired with a process or by a service provider, that is not authorized by the OEM for those specific parts ("Alternate Material"), (ii) OEM material that has been previously operated in conjunction with Alternate Material, or (iii) any material, whether OEM, or Alternate Material or OEM material that has been previously operated in

conjunction with Alternate Material, that is provided by the City to install as part of the Parts or Services supplied herein ("City Supplied Material"), the Parties hereby acknowledge and agree that Company shall not be obligated to install, reinstall or reuse any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein. If Company does agree, however, to incorporate any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein, those material will not be covered by any warranty conditions, either express or implied. City further acknowledges and agrees that Company shall be released from any and all liability associated with the types of material mentioned in (i), (ii) or (iii) above and City shall indemnify, defend and hold the Company harmless from and against any and all liability arising out of claims made by a third party related to the types of material mentioned in (i), (ii) or (iii) above. Notwithstanding the foregoing, to the extent that Company, in its sole discretion, is able to re-repair OEM Material that has previously been repaired with a process or by a service provider that is not authorized by the OEM for those specific parts, then Company's normal warranty shall apply to only those parts that have been re-repaired and reused.

## **PROPOSAL SUBMISSION AND ACCEPTANCE**

This Proposal will remain valid for 90 days and may be modified or withdrawn by Company prior to receipt of City's acceptance.

This Proposal is submitted in confidence for evaluation by City. Its contents are proprietary to Company. By taking receipt of this Proposal, City agrees not to reveal its contents in whole or in part beyond those persons in its own organization necessary to properly evaluate this Proposal or to perform any resulting contract. City shall not reveal the contents of this Proposal to a third party or make copies of this Proposal without the prior written consent of Company. City shall return this entire Proposal to the undersigned, if City does not accept this Proposal.

## **Purchase Order Issuance**

Please issue your Purchase Order to:

**GE Vernova Operations, LLC.  
11330 Clay Rd  
Houston, TX 77041  
ATTN: Hector Guzman**

***Please email to: [hector.guzman1@gevernova.com](mailto:hector.guzman1@gevernova.com)***

Please issue your Purchase Order to this GE Legal Entity. Please also make reference to the proposal number **1709969\_R1** as indicated on the cover page.

## **List of Attachments**

Attachment 1 – Minimum Calibration Scope

Attachment 2 – Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019

Attachment 3 – Certificate of Insurance

Attachment 4 – Disclosure Questionnaire

## Attachment 1 – Minimum Scope for Annual Calibrations

### **Minimum Scope - Annual Calibrations of the following at RERC & CLEARWATER:**

#### **Instrumentation List for RERC – (Same for all 4 Units)**

##### Engine Information - Turbine Serial Numbers

<b>ID NUMBER</b>	<b>ENGINE SERIAL NUMBER</b>
UNIT 1	191-525
UNIT 2	191-534
UNIT 3	191-630
UNIT 4	191-631

##### Package Configuration

GAS FUEL	YES	-
LIQUID FUEL	-	NO
WATER INJECTION	YES	-
IGV	YES	-
VBV	YES	-
VSV	YES	-
TBV	-	NO
ENHANCED SPRINT	YES	-

##### Turbine Pressure Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PT-8061A	PTBA THRUST BALANCE PRESSURE
PT-8061B	PTBB THRUST BALANCE PRESSURE
PT-8014	P0 INLET STATIC PRESSURE
PT-8025A	PS3A HPC DISCHARGE PRESS
PT-8025B	PS3B HPC DISCHARGE PRESS
PT-8065	P48 LPT INLET TOTAL PRESS
PT-8059A	P25A HPC INLET PRESSURE
PT-8059B	P25B HPC INLET PRESSURE

#### Turbine Temperature Elements

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
TE-8045A	T48A LPT INLET GAS TEMP
TE-8045B	T48B LPT INLET GAS TEMP
TE-8045C	T48C LPT INLET GAS TEMP
TE-8045D	T48D LPT INLET GAS TEMP
TE-8045E	T48E LPT INLET GAS TEMP
TE-8045F	T48F LPT INLET GAS TEMP
TE-8045G	T48G LPT INLET GAS TEMP
TE-8045H	T48H LPT INLET GAS TEMP
TE-8039A	T3A HPC DISCH TEMP
TE-8039B	T3B HPC DISCH TEMP
TE-8021A	T2A LPC INLET TEMP
TE-8021B	T2B LPC INLT TEMP
TE-8036A	T25A HPC INLET TEMP
TE-8036B	T25B HPC INLET TEMP

#### Overspeed Protection

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
SE-8082A	N25A HPC SPEED
SE-8082B	N25B HPC SPEED
SE-8013A	NSDA LPT SPEED
SE-8013B	NSDB LPT SPEED

#### Turbine Lube Oil System - Turbine Lube Oil Pressure Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PT-1021A	TURBINE LUBE OIL SUPPLY PRESSURE
PT-1021B	TURBINE LUBE OIL SUPPLY PRESSURE
PT-1022	TURBINE LUBE OIL SCAV. PRESSURE
PDT-1006	TURBINE LUBE OIL SUPPLY FILTER D/P
PDT-1007	TURBINE SCAVENGE FILTER D/P
PDT-7003	TURBINE LUBE OIL VG PUMP FILTER D/P
PDT-1082	TURBINE AIR-OIL SEPERATOR D/P

#### Magnetic Chip Detectors

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
MCD-1059	TURB SUMP TGB/A CHIP DET
MCD-1062	TURB SUMP B CHIP DETECTOR
MCD-1066	TURB SUMP COMMON CHIP DET

#### Starter Hydraulic System - Hydraulic Starter Pressure Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PDT-6025	START SKID HYD PUMP SUCTION D/P

Gas Fuel System - Gas Fuel Pressure Transmitters

ID NUMBER	DESCRIPTION
PT-2027A	GAS FUEL SUPPLY PRESSURE
PT-2027B	GAS FUEL SUPPLY PRESSURE
PT-2028	GAS FUEL MANIFOLD PRESSURE

Generator Lube Oil System - Generator Lube Oil Pressure Transmitters

ID NUMBER	DESCRIPTION
PT-0026A	GEN LUBE OIL SUPPLY PRESSURE
PT-0026B	GEN LUBE OIL SUPPLY PRESSURE
PT-0029	AC LUBE OIL PUMP DISCHARGE PRESS
PT-0040	GLO MECH PUMP DISCHARGE PRESS
PT-0049	JACKING OIL PUMP SUCTION PRESS
PDT-0015	GLO FILTER DIFFERENTIAL PRESS

Vibration System - Generator Proximity Probe Gap Voltages

ID NUMBER	DESCRIPTION
XE-8007X	GEN DRIVE END VIB PROBE
XE-8007Y	GEN DRIVE END VIB PROBE
XE-8009X	NON-GEN DRIVE END
XE-8009Y	NON-GEN DRIVE END

NOx Water Injection System - NOx Water Injection Pressure Transmitters

ID NUMBER	DESCRIPTION
PT-2030	LIQ MANIFOLD SECONDARY PRESS
PT-2040	NOX WTR INJ PUMP COM MAN PRESS
PT-2071	NOX WTR INJ LP PUMP DISCH PRESS
PT-2187	NOX WTR INJ LP PMP #1 SPLY PRESS
PT-2188	NOX WTR INJ LP PMP #1 DISCH PRESS
PT-2189	NOX WTR INJ LP PMP #2 SPLY PRESS
PT-2190	NOX WTR INJ LP PMP #2 DISCH PRESS
PDT-2073	NOX WTR INJ SUPPLY FILTER D/P
PDT-5000	TURB INST AIR INLET FILTER D/P
PT-5001	TURB INST AIR INLET PRESSURE
PT-5041	WATER WASH SUPPLY PRESSURE

Sprint System - Sprint Pressure Transmitters

ID NUMBER	DESCRIPTION
PT-2101	SPRINT SUPPLY PUMP DISCH PRESS
PT-2112	SPRINT WATER SUPPLY PRESSURE
PT-2113	SPRINT WTR INTERSTAGE MAN PRESS
PT-2114	ESPRINT WTR LPC MANIFOLD PRESS
PT-2115	SPRINT AIR INTERSTAGE MAN PRESS
PT-2116	ESPRINT AIR LPC MANIFOLD PRESS
PDT-2108	SPRINT WATER SUPPLY FILTER D/P



**Combustion/Ventilation Air System - Combustion/Generator Air Pressure Transmitters**

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PDT-4004	VENTILATION AIR INLET FILTER D/P
PDT-4005A	COMBUSTION AIR INLET FILTER D/P
PDT-4005B	COMBUSTION AIR INLET FILTER D/P
PDT-4007	TURBINE ENCLOSURE D/P
PDT-4011A	BELLMOUTH INLET SCREEN D/P
PDT-4011B	BELLMOUTH INLET SCREEN D/P
PDT-4014	GENERATOR ROOM D/P

**Emergency Stops**

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
ES3	TCP EMERGENCY STOP
ESTR-1	TURBINE ENCLOSURE EMERGENCY STOP
ESTR-2	TURBINE ENCLOSURE EMERGENCY STOP
ESGR-3	GENERATOR ENCLOSURE EMERGENCY STOP

**Instrumentation List for CLEARWATER**

**Combustion Engine Information - Turbine Serial Number**

<b>ID NUMBER</b>	<b>ENGINE SERIAL NUMBER</b>
UNIT 1	481-836

**Package Configuration**

GAS FUEL	YES	-
LIQUID FUEL	-	NO
WATER INJECTION	YES	-
IGV	-	NO
VBV	-	NO
VSV	-	NO
TBV	-	NO
ENHANCED SPRINT	-	NO

**Turbine Pressure Transmitters**

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PT-8004	HP COMP DISC AMB 0-500 PSIA
PT-8014	HP COMP DISC AMB 0-500 PSIA
PT-8064	HP RECOUP AMB 0-200 PSIA
PT-8060	P48 PT INLET AMB 0-100 PSIA
PT-8024	P2 LP COMP DISC AMB 0-16 PSIA
PDT-4007	TURBINE ENCLOSURE DP 0-8 "H2O
PDT-4005	TURBINE ENCLOSURE DP 0-20 IN/H2O
PT-1021	LOW TURBINE OIL PRESSURE
PDT-1006	TURB LUBE OIL FILTER DP 0-30 PSID

PDT-1007	TURB LUBE OIL SCAV FILTER DP 0-30 PSID
PT-1022	TURN LUBE OIL SCAV 0-200 PSIG

Turbine Temperature Transmitters

ID NUMBER	DESCRIPTION
TE-8044A	T54A PT INLET TEMPERATURE TOP RIGHT
TE-8044B	T54B PT INLET TEMPERATURE TOP RIGHT
TE-8044C	T54C PT INLET TEMPERATURE TOP RIGHT
TE-8044D	T54D PT INLET TEMPERATURE BOTTOM RIGHT
TE-8044E	T54E PT INLET TEMPERATURE BOTTOM RIGHT
TE-8044F	T54F PT INLET TEMPERATURE BOTTOM RIGHT
TE-8044G	T54G PT INLET TEMPERATURE BOTTOM LEFT
TE-8044H	T54H PT INLET TEMPERATURE BOTTOM LEFT
TE-8044I	T54I PT INLET TEMPERATURE TOP LEFT
TE-8044J	T54J PT INLET TEMPERATURE TOP LEFT
TE-8044K	T54K PT INLET TEMPERATURE TOP LEFT
TE-8038A	T3A GG COMP DISCHARGE TEMPERATURE
TE-8038C	T3C GG COMP DISCHARGE TEMPERATURE

CTG Overspeed Protection

ID NUMBER	DESCRIPTION
SE-8000A	GG SPEED PROBE
SE-8000B	GG SPEED PROBE
SE-8002A	PT SPEED PROBE
SE-8002B	PT SPEED PROBE

CTG and Generator Vibration System Gap Voltages

ID NUMBER	DESCRIPTION
XE-8005B	PT VIB FWD
XE-8006B	PT VIB AFT
XE-8005A	GG VIB FWD
XE-8006A	GG VIB AFT
XE-8007A	GEN DE X VIB
XE-8007B	GEN DE Y VIB
XE-8009A	GEN NDE X VIB
XE-8009B	GEN NDE Y VIB

CT Generator Pressure Transmitters

ID NUMBER	DESCRIPTION
PDT-0015	GEN LUBE OIL FILTER DP 0 -30 PSID
PT-0026	GEN SUPPLY LUBE OIL 0 -100 PSIG
PCV-0013	GEN LUBE OIL PRESS CTRL VALVE S/P 30 PSIG
PDT-4008	GENERATOR AIR INLET DP 0-10"/H2O
PDT-4009	GENERATOR AIR INLET DP 0-10"/H2O

CTG Fuel Gas Pressure and Temperature Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PT-2027	GAS FUEL SUPPLY 0 -750 PSIG
PT-2028	GAS FUEL SUPPLY SCG 0 -800 PSIG
PT-2801	MAIN FUEL GAS SUPPLY 0 -1000 PSIG
TE-2801	MAIN FUEL GAS SUPPLY 0 -150°F
TE-2820	GAS FUEL SUPPLY SCG 0 -150°F
PT-2820	CT FG PRESSURE AT SCG YARD 0-800 PSIG

CTG NOx Water Injection Pressure and Temperature Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
PT-2030	WATER MANIFOLD SUPPLY 0 -1000 PSIG
PT-2071	WATER INJECTION SUPPLY 0-1000 PSIG
PDT-2073A	NOX WATER FILTER DP 0 -30 PSID
PDT-2073B	NOX WATER FILTER DP 0 -30 PSID
PT-2074A	NOX WATER INJECTION SUPPLY 0 -100 PSIG
PT-2074B	NOX WATER INJECTION SUPPLY 0 -100 PSIG
TE-2077A	NOX WATER INJECTION SUPPLY TEMP 0-400 °F
TE-2077B	NOX WATER INJECTION SUPPLY TEMP 0-400 °F

CTG and Generator Level Transmitters

<b>ID NUMBER</b>	<b>DESCRIPTION</b>
LT-1002	CTG L/O TANK LEVEL
LT-0001	GENERATOR L/O TANK LEVEL
LT-6001	CTG HYDRAULIC L/O TANK LEVEL



Attachment 2 – Products and/or Services Terms and Conditions for City of  
Riverside Nov 19 2019

Attachment 3 – Certificate of Insurance

Attachment 4 – Disclosure Questionnaire

# Attachment 2 – Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019

## Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019

**NOTICE:** Sale of any Products and/or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

### 1. Definitions

**"Buyer"** means the entity to which Seller is providing Products and/or Services under the Contract.

**"Contract"** means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

**"Contract Price"** means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

**"Derivative Works"** means: (a) any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright or other intellectual property right to such pre-existing works, would constitute an infringement of such copyright or other intellectual property right, and/or (b) any compilation that incorporates such pre-existing works.

**"Hazardous Materials"** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

**"Insolvent/Bankrupt"** means that a party is insolvent, makes an assignment for the benefit of its creditors, has an administrator, receiver, liquidator or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

**"Products"** means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

**"Seller"** means the entity providing Products or performing Services under the Contract.

**"Services"** means the services Seller has agreed to perform for Buyer under the Contract.

**"Site"** means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

**"Terms and Conditions"** means these "Products and/or Services Terms and Conditions", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

**"USD"** means United States Dollars.

### 2. Payment

**2.1** Buyer shall pay Seller for the Products and/or Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without deduction, withholding or set-off for any payment or claim, within thirty (30) days from the invoice date. If the Contract Price is less than two hundred fifty thousand USD (\$250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is two hundred fifty thousand USD (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and/or Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that the Contract Price for remaining Services is invoiced as they are performed and ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law if it is less. If the price is set by the Contract in a currency other than USD, references to USD in this Section 2.1 shall mean the equivalent amount in the applicable currency.

**2.2** As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

**2.3** Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving any Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of time to durations or periods of time (if any) expressly agreed

to by the Parties in the written schedule for performance and/or completion of the Services or any parts thereof. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

### 3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

### 4. Deliveries; Title Transfer; Risk of Loss; Storage

**4.1** For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

**4.2** For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately upon clearance of Products for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Buyer may not use any third party vendor for providing customs clearance services until Seller has approved such party prior to shipment of the Parts. Notwithstanding the foregoing, Seller grants only a non-exclusive license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

**4.3** Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

**4.4** If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

**4.5** If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

**4.6** Except as otherwise expressly agreed to by the Parties in writing, acceptance of Products shall be deemed to occur upon delivery and acceptance of Services, upon performance.

### 5. Warranty

**5.1** Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications incorporated into the Contract.

**5.2** The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery; and the warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days (as applicable, the "Warranty Period").

**5.3** If Products and/or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the applicable Warranty Period. Within seven (7) days' of receipt by Seller of notice from Buyer specifying a potential warranty claim, Seller will give written notice to Buyer of when and how Seller will





correct and remedy the Defect and provide a schedule outlining timelines. Seller shall (i) at its option, promptly repair or replace defective Products and (ii) re-perform defective Services. Seller shall diligently pursue corrective action using commercial best efforts. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and/or Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable Warranty Period. Seller's warranty obligations exclude the repair or replacement of any damaged parts or Products other than the initially failing part which caused the damage. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

**5.4** Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

**5.5** The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products and/or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

**5.6** This Article 5 provides the exclusive remedies for all claims based upon the failure of or defect in Products or Services, whether the claim is based in contract, negligence, statute, or any tortious/extra-contractual liability theory, strict liability or otherwise. The foregoing warranties in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

## 6. Confidentiality

**6.1** Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure. In addition, prices for Products and/or Services shall be considered Seller's Confidential Information.

**6.2** Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and/or Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

**6.3** The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

**6.4** Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## 7. Intellectual Property

**7.1** Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products and/or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

**7.2** Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products and/or Services that have been modified, or revised, (b) the combination of any Products and/or Services with other products and/or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products and/or Services, or (e) Products and/or Services made or performed to Buyer's specifications.

**7.3** Should any Product and/or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product and/or Service, or applicable portion thereof, (b) modify or replace it in

whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products and/or discontinue infringing Services and refund the price received by Seller attributable to the infringing Products and/or Services.

**7.4** Article 7 states Seller's exclusive liability for intellectual property infringement by Products and/or Services.

**7.5** Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

**7.6** Buyer will not itself, and will not allow any party (including Buyer Affiliates) to: (i) reverse engineer Products or Services (including any Seller monitoring or data analysis by Seller), (ii) prepare Derivative Works from, alter, modify, disassemble, reverse engineer, reverse assemble, de-compile, or otherwise attempt to reconstruct, discover or derive the object or source code of any software licensed to Buyer by Seller under this Contract (including any third party software); (iii) permit or otherwise grant any third-party access to Products, Services or Software for such purpose, even if such third party is performing any corrections, bug fixes and updates.

**7.7** Products furnished by Seller under this Contract shall not be installed, used, or made available for use in any equipment other than the equipment specified in the Contract at Buyer's Site. Buyer warrants that such equipment, and the Site, is under its ownership and control, and agrees to inform Seller forthwith should this cease to be the case at any time before expiry of the Warranty Period.

**7.8** Buyer agrees to pass on the restrictions and obligations under Sections 7.6 and 7.7 to any affiliates or third parties who have obtained or may obtain access to the Products or Services and shall be fully liable for any breach of this Article 7 by its affiliates or third parties, as if it had committed such breach itself.

## 8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

## 9. Insurance

**9.1 General Provisions.** Prior to the Buyer's execution of this Agreement, Seller shall provide Certificates of Insurance 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.

**9.1.1 Limitations.** These amounts of coverage shall not constitute any limitation or cap on Seller's indemnification obligations.

**9.1.2 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.

**9.1.3 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.

**9.1.4 Adequacy.** The Buyer, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Seller pursuant to this Agreement are adequate to protect Seller. If Seller believes that any required insurance coverage is inadequate, Seller may obtain such additional insurance coverage as Seller deems adequate, at Seller's sole expense.

**9.2 Workers' Compensation Insurance.** By executing 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 Buyer's execution of this Agreement, Seller shall file with Buyer a certificate of insurance showing that such insurance is in effect, or that Seller is self-insured for such coverage. Any certificate filed with Buyer shall provide that Buyer will be given ten (10) days' prior written notice before modification or cancellation thereof.

**9.3 Commercial General Liability and Automobile Insurance.** Seller shall 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 or on behalf of Seller. The Buyer, and its officers, employees and agents, shall be named as additional insureds under the Seller's insurance policies, but only to the extent of Contractor's indemnification obligations for third party damages as stated under this Agreement.

**9.3.1** 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 contractor's liability, personal injury liability, and contractual liability) in an amount of



\$1,000,000 per occurrence and a general aggregate limit in the amount of \$2,000,000.

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

9.3.3 Prior to Buyer's execution of this Agreement, original certificates 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, but only to the extent of Contractor's indemnification obligations for third party damages as stated under this Agreement. 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, but only to the extent required by the underlying written contract with the Named Insured that is in place prior to an "occurrence" giving rise to a loss.

9.3.4 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-Seller, employees, officers and agents to the extent they are an additional insured.
- b. Not used.
- 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 Buyer and Endorsement No. CG 20010413 shall be provided to the Buyer to the extent they are an additional insured.

9.4 Not used.

**9.5 Subcontractors' Insurance.** Seller 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 the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, and Automobile liability. Upon Buyer's request, Seller shall provide Buyer with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

## 10. Schedule and Excusable Events

**10.1** Any durations or periods of time quoted on the schedule or otherwise agreed for performance, delivery and/or completion of the Services or delivery of Products shall be regarded as estimated only. In addition, delivery times are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. In the event Seller agrees in writing to guaranteed performance, delivery and/or completion times and specific sums as liquidated damages for late performance, delivery or completion, any such liability for damages shall only commence when the period of delay exceeds the guaranteed date or time by 14 (fourteen) calendar days and liquidated damages may be applied and be levied only from that 14th day onwards. Payment of liquidated damages shall be in full and final settlement of any and all liability of the Seller for delays under the Contract and shall be Buyer's sole and exclusive remedy for failing to achieve the performance, delivery and/or completion guarantee. The Seller's maximum aggregate liability for liquidated damages for delay shall in no circumstances exceed 5% (five per cent) of the total amount of the Contract Price paid to the Seller.

**10.2** Seller shall not be liable and shall not be considered in breach of any obligations to supply manpower, deliver Products or to perform, deliver or complete the Services or any parts thereof within specified durations or periods or by a specified time) if it is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers or for any period of suspension under Section 11.3. If any such cause or excusable event occurs, the schedule for Seller's performance shall be adjusted accordingly and dates or times stated in the schedule for performance and/or completion of the Services shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

## 11. Termination and Suspension

**11.1** Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

**11.2** If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable

to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products and/or Services completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

**11.3** Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

**11.4** If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and/or Services and 15% of the Contract Price applicable to all other uncompleted Products and/or Services.

**11.5** Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products and/or Services.

**11.6** Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

## 12. Compliance with Laws, Codes and Standards

**12.1** Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

**12.2** Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Seller under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

**12.3** Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

## 13. Environmental, Health and Safety Matters

**13.1** Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

**13.2** Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

**13.3** If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

**13.4** Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

**13.5** Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

**13.6** Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

**13.7** Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and





generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

**13.8** If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

**13.9** Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

#### **14. Changes**

**14.1** Each party may at any time propose changes in the schedule or scope of Products and/or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

**14.2** The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

**14.3** It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

#### **15. Limitations of Liability**

**15.1** Except for claims of personal injury or property damage from a third party to the maximum extent permitted by applicable law, the total liability of Seller for all claims arising from or related to the formation, performance or breach of this Contract, or provision of any Products and/or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand USD (US \$10,000) for all claims not part of any particular order.

**15.2** Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

**15.3** All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

**15.4** Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

**15.5** Buyer will not supply Products and/or Services to any third party, or use Products and/or Services other than at the Site owned by Buyer. In case of non-compliance, Buyer shall (i) indemnify and defend Seller from and against any and all claims by, and liability to, any third party to whom Products and/or Services are supplied, and (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by the provisions of Article 7 and all the limitations included in this Article 15.

**15.6** For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, negligence, statute, indemnity, tortious/extra-contractual liability theory, strict liability or otherwise.

#### **16. Governing Law and Dispute Resolution**

**16.1** This Contract shall be governed by and construed in accordance with the laws of (i) the State of California if Buyer's place of business is in the U.S. or (ii) England and Wales, if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law").

**16.2** All disputes and, to the maximum extent permitted by applicable law, all non-contractual obligations arising in any way whatsoever out of or in connection with this Contract arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with one of the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either appropriate state court of Riverside County, California (and Buyer hereby consents to be subject to such California federal and state jurisdiction) or the location of Buyer's principal place of business; or

(b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules (the "Rules"). The seat of arbitration shall be in London, England. The

arbitration shall be conducted in English. The decision of the arbitrators shall be final and binding upon the parties.

**16.3** Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order (but not monetary damages), or to seek interim or conservatory measures.

#### **17. Inspection and Factory Tests**

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

#### **18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services**

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Products and/or Services Terms and Conditions" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

#### **19. General Clauses**

**19.1** Products and Services sold by Seller are not intended, in whole or in part, for application (and will not be used) in connection with or nearby any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products and/or Services for any such purposes, without the advance written consent of Seller.

**19.2** Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

**19.3** Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

**19.4** If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

**19.5** The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

**19.6** The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and/or Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

**19.7** Except as provided in Article 15 (Limitations of Liability), this Contract is only for the benefit of the parties and not for any third parties.

**19.8** This Contract may be signed in multiple counterparts that together shall constitute one agreement.

#### **20. U.S. Government Contracts**

**20.1** This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

**20.2** Buyer agrees that all Products and/or Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

**20.3** If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

**20.4** If Buyer is procuring the Products and/or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.





IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

GE VERNOVA OPERATIONS, LLC,

By: \_\_\_\_\_  
City Manager

By: Olivier Queue  
Olivier Queue (Jul 23, 2025 06:09:33 GMT+2)

Olivier Queue

[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

executive - Commercial Leader

[Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_

By: Sergio Aguilar  
Chief Financial Officer

[Printed Name]

Approved as to Form:

[Title]

By:   
Deputy City Attorney