

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 - Luis Uribe

Vice Mayor District 2 – Cindy Fosi

District 3 – John Pimentel

District 4 – Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



AMENDED AGENDA **(ADDED ITEM 12.1)**

TUESDAY, OCTOBER 14, 2025 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. CALL TO ORDER
2. FLAG SALUTE
3. INVOCATION
4. ROLL CALL
5. AGENDA CHANGES

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 **Presentation – Code Enforcement Officer Appreciation Week-**It is recommended that City Council read the proclamation for Code Enforcement Officer Appreciation week.

Item 7.2 **Presentation – Sister Cities International Day-** It is recommended that the City Council read and present the proclamation declaring October 14, 2025, as Sister Cities International Day to the Riverbank Sister Cities Committee.

Item 7.3 **Presentation – BEAM Circular-** It is recommended that the City Council receive a presentation from BEAM Circular regarding the programs and initiatives they have undertaken within Stanislaus County.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item **not appearing** on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

IN PERSON COMMENTS

PLEASE FILL OUT A COMMENT CARD AND RETURN TO THE CITY CLERK

9. CONSENT CALENDAR (No Obligation to Read Aloud)

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for September 23, 2025.

Item 9.3 **Resolution** Authorizing an Application for Grant Funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD) to Purchase a 2025 Hisun Sector E1 Electric UTV.

Item 9.4 **Resolution** Authorizing the City Manager to Execute a Contract (MOU) with the Stanislaus Council of Governments (StanCOG) for the Suballocation of Regional Early Action Planning (REAP 2.0) Funds.

Item 9.5 **Resolution** to Approve a Subdivision Improvement Agreement for the River's Edge Subdivision with LGI Homes - California, LLC and Authorizing the City Manager to Execute the Agreement.

Item 9.6 **Resolution** to Approve a Final Map for the River's Edge Subdivision – APNS: 062-020-037, -038, & 062-020-040.

10. PUBLIC HEARING

No Public Notice is required for item 10.1 to be published.

Item 10.1 **Appeal Hearing for a City Issued Code Violation of Fireworks Section 92.30 (B) – Use, Possession, Discharge of Illegal Fireworks-** It is recommended that the City Council consider the appeal request and any oral or written evidence presented by the Appellant and by the City to determine whether to uphold or dismiss the related Administrative Citation issued by the City for violation of the Riverbank Municipal Code.

11. NEW BUSINESS

Item 11.1 **Consideration of a Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit-**It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit and provide direction regarding the Union's request to apply the first Cost of Living Adjustment (COLA) retroactively to the pay period beginning September 19, 2025. While staff

remains neutral on this request, it is important to note that had the MOU language updates not been completed, the MOU could have been presented at the September 23rd meeting; however, the provision allowing for a vacation cash-out in the first year of the contract would not have been included. Council may wish to weigh the Union's request for reciprocity on the COLA effective date against the benefit already extended to employees by allowing vacation cash-out in the current fiscal year.

Item 11.2 **A Resolution to Approve a Contract Change Order for 90% Design for the Regional Recycled Water Project – Phase I to Brown and Caldwell, and Authorize a Budget Appropriation in the amount of \$3,686,000.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for preparation of the 60% design for the Riverbank Regional Recycled Water Project – Phase I to Brown and Caldwell, authorize the City Manager to execute a contract with said firm in the amount of \$3,510,436.00, authorize a contingency amount of \$175,564.00 (approximately 5%), and authorize a budget appropriation of \$3,686,000.00 from Sewer Fund 106 for said contract.

Item 11.3 **A Resolution to Award a Contract for the 90% Design Phase Program Management and Project Permitting Support for the Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc., and Authorize a Budget Appropriation in the amount of \$260,337.00 from the Sewer Fund 106 for FY 2025/2026-** It is recommended that the City Council award the contract for ongoing program management for the 90% design phase and permitting support for the Riverbank Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc. (KSN), authorize the City Manager to execute a contract with said firm in the amount of \$226,380.00, authorize a contingency amount of \$33,957.00 (approximately 15%), and authorize a budget appropriation of \$260,337.00 from the Wastewater Enterprise Fund (Fund 106) for FY 2025/2026.

Item 11.4 **A Resolution Approving Contracts with Aqua-Aerobic Systems, Inc., Andritz Separation Technologies, Inc., and Trojan UV for Pre-selection of Major Equipment for the Riverbank Regional Recycled Water Project-** City staff recommends consideration of Resolution No. 2025-XXX approving the pre-selection of Major Equipment Suppliers for the Riverbank Regional Recycled Water Project. Suppliers include Aqua-Aerobic Systems, Inc. supplying cloth media filters, Andritz Separation Technologies Inc. supplying solids handling equipment, and Trojan UV supplying the UV disinfection system. It is recommended to authorize the City Manager to execute contracts with each of these entities and authorize a budget appropriation in the amount of 5% of the material procurement costs for a total of \$129,240.00, from the Wastewater Enterprise Fund 106 for said contracts.

12. COUNCIL REFERRALS

Item 12.1 **Social Media**-It is recommended that the City Council receive a presentation from Councilmember District 2, Luis Uribe, regarding Social Media.

13. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 13.1 Staff

Item 13.2 Council/Authority Member

Item 13.3 Mayor/Chair

14. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

Item 14.1 **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Mid-Management Employee Association.

15. REPORT FROM CLOSED SESSION

Item 15.1 **Report from Item 14.1**
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Mid-Management Employee Association.

16. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, October 28, 2025**

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this 9th Day of October 2025 /s/ **Gabriela Hernandez, CMC, City Clerk**

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

STEP 1/PASO 1



Scan QR Code
Escanea el código

STEP 2/ PASO 2



Choose Spanish language
Escoja el idioma Español

STEP 3/ PASO 3



Read Captions on Device
Use headset for Audio
Lea subtítulos en su aparato
Use auriculares para audio

<https://attend.wordly.ai/join/LHDA-5715>



TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC “LIVE” VIEWING

- **Government Channel: Charter– 2 -NOT AVAILABLE AT THIS TIME**
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 5:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. **Written comments will not be read aloud at the meeting**, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk’s Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS **BEFORE THE 5:00 PM DEADLINE**

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to cityclerk@riverbank.org *(Note: This technology is not a guaranteed method.)*
 - Indicate Agenda Item # in the **subject line**. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the public if anyone wishes to comment, at that time you may approach the podium.
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
(please make sure the volume on your video device or any nearby device is turned down.)
 - Using a computer – click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - Using a Phone – press ***9** to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the **teleconference phone number (209) 863-7151** so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/89443415826>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **894 4341 5826**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **894 4341 5826**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	October 14, 2025
Subject:	Presentation – Code Enforcement Officer Appreciation Week
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Assistant Intern

RECOMMENDATION

It is recommended that City Council read the proclamation for Code Enforcement Officer Appreciation week.

SUMMARY:

The State of California has proclaimed the second week of October as Code Enforcement Officer Appreciation Week. Code Enforcement Officers, or Neighborhood Improvement Officers as they are known in Riverbank, provide for the safety, health, and welfare of citizens through the enforcement of local, state, and federal laws and ordinances dealing with the various issues of building, zoning, housing, animal control, environmental, health, and life safety. In the City of Riverbank, they work on a complaint-only basis.

FINANCIAL IMPACT:

No financial impact.

ATTACHMENT:

1. Proclamation



CITY OF RIVERBANK
Proclamation
**NATIONAL CODE ENFORCEMENT OFFICER
 APPRECIATION WEEK**

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of Riverbank citizens through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving the quality of life for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly visible role in Riverbank and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as code enforcement officers; and

WHEREAS, The City of Riverbank wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Riverbank hereby proclaims the second week of October in 2025, and annually thereafter, be known as Code Enforcement Officer Appreciation Week in the City of Riverbank.

October 14, 2025

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL
 District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call,
 Vice Mayor District 2 – Cindy Fosi, Mayor Rachel Hernandez

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	October 14, 2025
Subject:	Presentation – Sister Cities International Day
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Assistant Intern

RECOMMENDATION

It is recommended that the City Council read and present the proclamation declaring October 14, 2025, as Sister Cities International Day to the Riverbank Sister Cities Committee.

SUMMARY:

The City of Riverbank currently maintains sister city relationships with Tamazula, Jalisco, Mexico, and Fuyang, China, reflecting a commitment to international friendship, cultural exchange, and global cooperation. Recognizing this observance highlights the importance of these partnerships and encourages further community engagement in international diplomacy and cultural understanding.

BACKGROUND:

Sister Cities International was founded in 1956 by President Dwight D. Eisenhower to foster peace and mutual respect through person-to-person diplomacy. Over the decades, thousands of U.S. cities have joined the initiative, building global connections that span culture, education, business, and government.

The City of Riverbank has formally established sister city partnerships with Tamazula, Jalisco, Mexico and Fuyang, China. These relationships are a source of pride and offer numerous benefits, including:

- Opportunities for student and cultural exchange programs.
- Economic and tourism development initiatives.
- Cross-cultural learning and global awareness.
- Community-based diplomacy and international goodwill.

Celebrating Sister Cities International Day provides an opportunity to reflect on and reinvigorate these relationships, as well as to educate the broader community on Riverbank's role in fostering global cooperation.

FINANCIAL IMPACT:

No financial impact.

ATTACHMENT:

1. Proclamation



CITY OF RIVERBANK *Proclamation*

SISTER CITIES INTERNATIONAL DAY

WHEREAS, Sister Cities International was established on September 11, 1956, as a presidential initiative by President Dwight D. Eisenhower at the White House Conference on Citizen Diplomacy, aimed at fostering community-led global relationships to enhance cultural understanding and reduce the risk of international conflicts; and

WHEREAS, Sister Cities International Day offers an opportunity to recognize the profound impact this organization has had in building bridges between nations, cities, and communities worldwide, promoting mutual respect and world peace; and

WHEREAS, October 14, the birthday of President Dwight D. Eisenhower, is a fitting occasion to celebrate the birth of the modern sister cities movement; and

WHEREAS, Sister Cities International now boasts 400-member cities, counties, and states, forming relationships with 1,800 communities across 138 countries on six continents; and

WHEREAS, in recent years, Sister Cities International has convened bilateral and regional summits to enhance and expand sister city relationships in diverse regions including Ireland, Mexico, Russia, China, and across Africa and the Americas; and

WHEREAS, The City of Riverbank proudly participates in this global network, maintaining sister city partnerships with Tamazula, Jalisco, Mexico and Fuyang, China; and

WHEREAS, these sister city relationships support educational, economic, cultural, municipal, and humanitarian exchanges that are mutually beneficial for all communities involved; and

WHEREAS, Sister Cities International Day serves as a call to action for the residents of Riverbank and people around the world to continue their commitment to fostering a more peaceful and prosperous future through people-to-people exchanges; and

WHEREAS, this day also highlights the power of united communities in promoting peace, progress, and prosperity globally; and

WHEREAS, the Riverbank Sister Cities Committee has held events and fundraisers in an effort to promote understanding and build relationships among individuals, communities, and cities of the world through cultural, economic, educational, and humanitarian activities.

NOW, THEREFORE, BE IT RESOLVED, That the City Council declares October 14, 2025, as Sister Cities International Day in the City of Riverbank.

October 14, 2025

Rachel Hernandez, Mayor

Riverbank City Council:

**District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call,
Vice Mayor District 2 – Cindy Fosi, Mayor Rachel Hernandez**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATIONS

Meeting Date:	October 14, 2025
Subject:	Presentation – BEAM Circular
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council receive a presentation from BEAM Circular regarding the programs and initiatives they have undertaken within Stanislaus County.

SUMMARY

BEAM Circular is working to unlock the power of communities to transform waste into economic prosperity and environmental solutions. They believe that every person should have access to a good job, clean air and water, and a thriving community.

They work as an “action tank” to accelerate new solutions through a portfolio of public-private projects, collaborative programs, and targeted investments that scale transformative innovations in industrial biomanufacturing. Their initiatives are designed to build a vibrant regional ecosystem for the circular bioeconomy in California’s agricultural heartland, anchored in the North San Joaquin Valley.

“BEAM” stands for BioEconomy, Agriculture, & Manufacturing — reflecting the industry intersections where they focus their work. “Circular” represents our dedication to enabling solutions that reduce and repurpose waste, stewarding our natural resources and supporting healthy communities.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

None.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 14, 2025
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 14, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for September 23, 2025.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of September 23, 2025.

SUMMARY

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. City Council/LRA Meeting Minutes for September 23, 2025.
Exhibit A: Public Comment -Resident Handout Amal Choeb
Exhibit B: Written Public Comment – Resident Maricris Garaza

CITY COUNCIL / LRA BOARD

Mayor/Chair
Rachel Hernandez
Council/Authority Members:
District 1-Luis Uribe
Vice Mayor -District 2-Cindy Fosi
District 3-John Pimentel
District 4-Stacy Call



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



TUESDAY, SEPTEMBER 23, 2025 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

- 1. CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
- 2. FLAG SALUTE** –Vice Mayor Fosi led the pledge of allegiance.
- 3. INVOCATION** – No Invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

Members of the City Council / Local Redevelopment Authority Board present:

Council Member / Authority Member District 1 Luis Uribe
Council Member/ Authority Member District 3 John Pimentel
Council Member / Authority Member District 4 Stacy Call
Vice Mayor / Vice Chair District 2 Cindy Fosi
Mayor / Chair Rachel Hernandez

5. AGENDA CHANGES

No Agenda Changes.

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

None Declared.

7. PRESENTATIONS (Informational only)

Item 7.1 **Pacific Gas & Electric (PG&E) Programs-**It is recommended that the City Council receive a presentation by Nathan Alonzo, PG&E Local Government Affairs Representative for the Central Valley.

PG&E Local Government Affairs Representative, Nathan Alonzo, gave a PowerPoint presentation on the programs and services available to the community from PG&E.

Item 7.2 **Presentation – SRD Youth Engagement Study– Presentation by Kate Trompetter, Project Resolve.** - It is recommended that the City Council receive a presentation from Kate Trompetter who facilitates Project Resolve on the results of her latest youth engagement study with Riverbank students.

Kate Trompetter, with Project Resolve, gave a PowerPoint presentation on the results from her latest youth engagement study with Riverbank students.

Item 7.3 **Presentation- Cheese and Wine Festival Update-** It is recommended that the City Council receive a presentation for the Director of Parks and Recreation regarding updates to the Cheese and Wine Festival 2025

Director of Parks & Recreation Michael Patton gave a PowerPoint presentation on updates for the upcoming Cheese & Wine Festival.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Mayor Hernandez opened the Public Comment Period at 7:05 P.M.

Diego Hernandez, Riverbank resident to urge Council to stop investing in the WWTP until they have solid numbers.

Kent Mitchell, Riverbank resident and Political Chair for Stanislaus County Sierra Club to express their opposition to the River Walk project.

Michael Christie, Riverbank resident spoke on community related needs and events.

Amal Choeb, Riverbank resident spoke on the California Homelessness Crisis (see Exhibit A).

Jami Aggers, Stanislaus County resident, expressed her concerns with the proposed River Walk project.

Mayor Hernandez closed the Public Comment Period at 7:19 P.M.

9. CONSENT CALENDAR (No Obligation to Read Aloud)

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for September 9, 2025.

Item 9.3 **Acceptance** of the Patterson Road Overlay Project between Claus Road and Snedigar Road and Authorization to File a Notice of Completion.

Item 9.4 **Resolution 2025-099** Declaring Certain Property Surplus as Listed in Exhibit A and Authorizing Its Disposition.

Item 9.5 **Resolution 2025-100** Approving a Memorandum of Understanding (MOU) with Cambridge Academies for the Operation of Sierra House Transitional Housing Facility and Day Use Facility.

There being no public comments, Mayor Hernandez brought the item back to City Council.

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve Consent Calendar **as presented**.*

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARING

No Items Scheduled.

11. NEW BUSINESS

Item 11.1 **Resolution Approving an Agreement with CivicPlus for Agenda and Meeting Management Software**-It is recommended that the City Council authorize the City Manager to enter into an agreement with CivicPlus for the purchase and implementation of the Agenda and Meeting Management

(AMM) Select Pro Premium package, in the amount of \$10,200 for the first year with an ongoing annual fee of \$6,300 (subject to a 5% annual uplift beginning in year two).

City Clerk Hernandez gave a comprehensive staff report and power point presentation on the CivicPlus Agenda and Meeting Management Software.

City Council discussed item with staff.

There being no public comments, Mayor Hernandez brought the item back to City Council.

ACTION: *By motion moved and seconded (Fosi / Hernandez 5/0) to approve **Resolution 2025-101** authorizing the City Manager to enter into an agreement with CivicPlus for the purchase of the Agenda & Meeting Management Software.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 11.2 **Consideration of the Termination of the Opportunity Stanislaus Memorandum of Understanding-** By Minute Order, City Council to consider termination of the current Memorandum of Understanding between the City of Riverbank and Opportunity Stanislaus

City Manager Garcia gave a comprehensive staff report on the current Memorandum of understating between Opportunity Stanislaus and the City.

City Council discussed item with staff.

Dave White, Opportunity Stanislaus spoke on Item 11.2.

Josh Mann, Director of Community Development, spoke on Item 11.2.

There being no public comments, Mayor Hernandez brought the item back to City Council.

ACTION: *By motion moved and seconded (Hernandez / Uribe 4/1) to continue with the MOU with Amendments.*

*Motion carried by vote of 4/1 City Council and LRA Board roll call vote:
AYES: Uribe, Pimentel, Fosi and Mayor Hernandez
NAYS: Call / ABSENT: None / ABSTAINED: None*

12. COUNCIL REFERRALS

Item 12.1 **Turf Replacement Program-** It is recommended that the City Council receive a presentation from Vice Mayor Cindy Fosi, regarding amendments to the Turf Replacement Program Guidelines.

Vice Mayor Fosi, gave a PowerPoint presentation on the Turf Replacement Program and her proposed amendments to the guidelines.

City Council Discussed item.

Direction provided to staff.

Item 12.2 **Speed Hump Policy-** It is recommended that the City Council receive a presentation from Councilmember District 2, Luis Uribe, regarding a Speed Hump Policy.

Councilmember Uribe gave a comprehensive report on his proposed Speed Hump Policy.

City Council discussed item.

Cody Bridgewater, Director of Public Works provided some information on Item 12.2.

Diego Hernandez, Riverbank resident provided suggestions on Item 12.2.

Direction provided to staff.

Item 12.3 **Riverbank Police Services Staffing Request-** It is recommended that the City Council receive a presentation from Councilmember District 4, Stacy Call, regarding staffing requests for Riverbank Police Services.

Councilmember Call gave a PowerPoint presentation on her proposed staffing request for Riverbank Police Services.

City Council discussed item.

Michael Christi, Riverbank resident express his support towards Item 12.3.

Maricris Garaza, Riverbank resident, provided written comment (see Exhibit B).

13. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 13.1 Staff

City Manager Garcia:

- *Parks and Recreation is bringing back the floating pumpkin patch this year. Come pick up your pumpkin straight from the pool, snap some fun photos and create some lasting memories. So, for just \$15 per person, you can enjoy the pumpkins, the build your own caramel apple bar, fall crafts, lawn games, and swimming's. All of that is included. The event is happening this Saturday the 27th from Noon to 4:00 p.m.*
- *Roselle Avenue as many of you have heard, today is scheduled to be closed to through traffic between Claribel and Plainview Road starting Friday, October 3rd for the North County Corridor project. The closure is anticipated to be up for one year, and detours will be in place. Additional information regarding the project and the road closures can be found at North County Corridor Phase1 and that's the number 1.com under the construction's tab.*
- *Last week I attended the Stanislaus Community System of Care, which is known as the CSOC meeting. The CSOC oversees the allocation of homeless housing assistance and prevention, or HHAP program funds that are supposed to assist in the creation of permanent housing, provide rental assistance, supportive services and operations for homeless shelters. The State has made a change to the way in which they disperse these funds, and now requires that each entity show improvements in certain areas, such as the number of individuals exiting homelessness to permanent housing. And we've all heard multiple times that there is a lack of permanent housing within our county. So being able to achieve that specific goal may be difficult. Many organizations rely on this funding on an annual basis to provide services, some of which of course, are provided to Riverbank residents directly. And so, while we understand that we need to be held accountable for the use of the funding that we receive, the fact that they have now changed the way in which they disperse the funds where you only receive half of them and you're not guaranteed the second half unless you can show improvements in some specific metrics that the State is requesting. A lot of those organizations are not going to have guaranteed funding. One of the organizations that spoke at this last CSOC meeting was the ACES shelter, which some of our homeless residents do take advantage of every so often because they have a component where if you're discharged from the hospital, you can go there for some respite care until you're sufficiently well enough to go back out to the streets basically, they have funding through January and then they're kind of stuck. So, some of these organizations, while they are not literally located in Riverbank, do serve Riverbank residents. So, the fact that changes are being made at the State level last minute, these are not changes within the contracts that are being made when the funds are being awarded is certainly very disconcerting to those organizations who rely on that funding on an annual basis. So, I did want to let Council know that information.*

- *And then just to comment on today's ribbon cutting, I was honored to be a speaker at the ribbon cutting ceremony for Hope Village, which is the Micro-Home Village located at the Bridge Covenant Church, just walking through the units, impressed by the quality of the work, which goes to all of the efforts being placed by our Planning Department, our Building Department, our Development Services Department to make sure that everything's being done correctly, that it is being done with care, because at the end of the day, the residents who will be at that location will become Riverbank residents, and it will be a place that they can be proud to live in.*

Item 13.2 Council/Authority Member

Vice Mayor Fosi:

- *I want to also reiterate how wonderful the Hope Village was to see. I want to live in one of the small ones because it's clean and it's pretty and it is brand new, but I hope that we can have more of those type of villages done throughout the City of Riverbank*
- *Historical Society, we will have our next meeting on Monday, October 13th, 5:30pm at the museum.*
- *All of us up here pretty much are going to be in Long Beach from October 7th through the 10th. We will be attending the League of California Cities and getting a lot of training and being able to network with a lot of people to find better ways to serve our communities, to serve homelessness, all kinds of stuff. So, I am excited to meet people and see all the presentations.*

Councilmember Uribe:

- *Sierra House has given us an updated donation list so, me and Councilmember Call and one of our members from our Youth Council are going to be putting together a little donation drive to support Sierra House. We are looking forward to partnering with the Youth Council, broaden our reach out there and give the support that Sierra House deserves.*
- *Sister Cities did hold an event Mexican Independence Day. I think it went well. It was nonstop. I want to give a shout out to Councilmember Pimentel. He was in charge of the guest list, probably one of the hardest jobs I could think of, but it turned out great. We met our fundraising goal, and so me and Pimentel will be there at our next meeting that will be this Friday at 6:30pm. We are also supporting the Museum, so we will be meeting here at 6:30pm on Friday. It is open to the public if you guys would like to come. We will be there supporting the directors as they decide the amounts of the awards that they want to give to the students, and also an additional support for the Sheriff's toy drive.*

- *October 9th yes, we will be at the conference so if you guys are here and happen to be at TJ Maxx / HomeGoods ribbon Cutting October 9th, send us pictures so we can shed some tears on the deals that we are probably missing.*

Councilmember Pimentel:

- *I enjoyed the Sister Cities Mexican Independence Dinner. It is nice to see the community come together and the event was really nice. It was a good turnout. I would like to give a shout out to Arizona. He was very respectful. He stayed till the end. I know that is his job, but he went above and beyond to help clean up because we were exhausted. I'm in my late 50s it was a long night, but we had a good night.*
- *Save the Date for the 32nd International Heritage Festival. It's a family event. Saturday, October 4th at Graceada Park and I would like to see you there.*

Councilmember Call:

- *So first I want to just make sure I add in a couple comments on Opportunity Stanislaus, with those addendums, I just want to make sure that or the amendment to the existing MOU. I just want to make sure that collectively it involves all of Council in those amendments to make sure that they are reflective of our Strategic Plan and not what is existing and in place. So that is part of my comment.*
- *I mentioned it at a couple meetings ago, but the second Wednesday of every month I am at Stanislaus Homeless Alliance in downtown Modesto in their Council Chambers, and I am giving the day use facility statistics, which is over at the Sierra House. So, I wanted to share all of those with you because I share them every month. In the month of August, we did 166 showers and 152 meals served out of the Sierra House day use facility. 110 were men and 56 were women. And then since January 1st, 2025, to this date in August, we have admitted 50 new individuals to the day use facility and admitted means they have completed the HMIS intake form and received services from the day use facility at least once. Some of these individuals may only use the facility once, while others may use it up to five times per week. And then of these 50 individuals, 45 of these 50 are or were experiencing unsheltered homelessness, no minors. 11 of those 50 have some kind of disabling condition. 31 of these 50 were men and 19 were women. I think this goes back to one of our public comments. I would really like to refer her to the Stanislaus Homeless Alliance meetings for an opportunity to speak there. And maybe we can find her some resources.*

Item 13.3 Mayor/Chair

Mayor Hernandez:

- *So, the Youth Council met for the first time, and it was great to see the leadership we had them sit at the dais and all of them were brainstorming together and were figuring out ways they saw quickly how conversations can devolve. So, they figured out ways to support each other and staying organized and working through those conversations. So, it was great to sit there with them and just be a fly on the wall during that conversation. They are having their next meeting tomorrow where they are going to solidify their officer positions they each want a position so there are eight different officers, the duties, their schedule for meetings, and I suggested doing a mini strategic planning session so they be setting some goals for the year to come.*
- *StanCog where do we start so the interim Executive Director has retired and rather unexpectedly, I mentioned in the previous meeting that I'm on the Ad Hoc Committee to look for an Executive Director. So now we are tasked with looking for an interim while we look for the Executive Director but we do have an interim, interim that is a staff member at this point. And so just to give you an idea of everything that is going on with StanCog and some of the stuff we are working through while still working through some of the Grand Jury stuff. So, there was a report or a formal letter in response written, and that investigation is ongoing during the regular meeting so, that is all extracurricular with StanCog during the regular meeting, there was an item where StanCog is a funding agency for transportation dollars at the State and Federal level wanted to apply for their own funds. This was something that is not the norm for this organization and so there were a lot of questions around, do we change the process unexpectedly with about 2 to 3 weeks? I think it was left on the application date so all of a sudden, StanCog, the agency would be a in competition for funds against the nine other cities that that make up our County. Where we were clear, we had many conversations with staff and amongst the policy board that though the project that StanCog wanted to apply for funds for is something that is supported, the process is not something that that could be supported. And so that's where I represented the City at and I just wanted to reiterate that as a point of kind of trying to keep process going fairly and equitably throughout everything that we do. And so that still though, ended up passing and so StanCog is going to be competing for those funds, and we will see how that turns out in October. And that is it, but there is a ton of fun stuff that happened in between.*

14. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

Item 14.1 CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee Association.

Item 14.2 **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Miscellaneous Employees

Item 14.3 **LIABILITY CLAIMS**
Pursuant to Government Code § 54961)
Claimant: Maria Cruz & Xavier Dominic Cruz
Agency Claimed Against: City of Riverbank

Item 14.4 **LIABILITY CLAIMS**
Pursuant to Government Code § 54961)
Claimant: Melissa Cruz, Jorge Cruz and Leo Cruz
Agency Claimed Against: City of Riverbank

There being no public comment, Mayor Hernandez motion to closed Session at 8:35 P.M.

Reconvened from Closed Session at 9:04 P.M.

15. REPORT FROM CLOSED SESSION

Item 15.1 **Report from Item 14.1**
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Mid-Management Employee Association.

DIRECTION: *Direction was provided to staff.*

Item 15.2 **Report from Item 14.2**
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Miscellaneous Employees

DIRECTION: *Direction was provided to staff.*

Item 15.3 **Report from Item 14.3**
LIABILITY CLAIMS
Pursuant to Government Code § 54961)
Claimant: Maria Cruz & Xavier Dominic Cruz

Agency Claimed Against: City of Riverbank

ACTION: *Claim was denied with a vote of 5/0.*

Item 15.4 **Report from Item 14.4**

LIABILITY CLAIMS

Pursuant to Government Code § 54961)

Claimant: Melissa Cruz, Jorge Cruz and Leo Cruz

Agency Claimed Against: City of Riverbank

ACTION: *Claim was denied with a vote of 5/0.*

16. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 9:05 P.M.to the next regular scheduled City Council / LRA Meeting of October 14, 2025 at 6:00 P.M.

ATTEST: (Adopted 10/14//2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

Amal Choeb

[REDACTED]
Riverbank, CA 95367
[REDACTED]

Regional Homeless Recovery Centers

June 27, 2025

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1. Executive Summary

California has spent over \$24 billion on homelessness between 2018 and 2023, yet the crisis has deepened, with over 181,000 individuals unhoused in 2023. Fragmented services, high costs, and limited accountability have yielded minimal results.

This proposal introduces the California Regional Recovery Network (CRRN), a scalable, fiscally responsible solution rooted in regional collaboration. At its core are Homeless Recovery Centers (HRCs), repurposed buildings that serve as structured, multi-phase hubs for rehabilitation, workforce training, and permanent reintegration.

Rather than treating homelessness as a temporary housing issue, CRRN addresses its root causes, mental health, addiction, trauma, and economic displacement, through a system that unites state, local, and educational partners. It emphasizes human dignity, economic productivity, and long-term transformation over short-term management.

The model reduces emergency spending, leverages underused public properties, and integrates successful state initiatives like Project Homekey, CalAIM, and California's Inmate Firefighting Program into a cohesive regional strategy.

2. Introduction: From Fragmentation to Regional Recovery

California's homelessness crisis is not due to a lack of effort, compassion, or resources; it's a failure of coordination. Billions have been allocated across hundreds of programs, yet little of it translates to lasting change. Cities are overwhelmed. Counties are isolated. Nonprofits compete for contracts. Residents grow frustrated. And the people experiencing homelessness remain trapped in cycles of survival, not recovery.

The California Regional Recovery Network (CRRN) reframes the problem, and the solution at a systems level.

It proposes a shift away from fragmented interventions toward a regional collaboration model, anchored by Homeless Recovery Centers (HRCs). These are not shelters. They are transformational campuses; repurposed abandoned/vacant sites (in most cases) such as hotels, schools, hospitals, and resorts. The HRCs operate in partnership with counties, educational institutions, nonprofits, and the private sector.

Each HRC offers a phased recovery model: beginning with stabilization, then progressing through skills development and finally to full independence. This structure, combined with embedded healthcare, education, and job training, creates an ecosystem of recovery that's both humane and economically smart.

By organizing implementation at the regional level (e.g., county coalitions or shared service districts), the CRRN ensures that programs are locally responsive yet state-aligned; building on what works while correcting what hasn't.

3. The CRRN Framework: Regional Collaboration in Action

Overview

The California Regional Recovery Network (CRRN) is a bold reimagining of how homelessness services are designed, delivered, and measured. It replaces fragmented, city-by-city responses with a regional system of care; centered on Homeless Recovery Centers (HRCs), that integrate housing, health, workforce development, and reintegration under one coordinated structure.

This model allows cities, counties, and institutions within a region to share responsibility, infrastructure, and outcomes; reducing duplication, increasing efficiency, and ensuring people receive the full spectrum of support needed to achieve lasting independence.

Key Pillars of the Framework

1. Regional Delivery Zones

- Each zone aligns with existing county or multi-county boundaries.
- Led by a coordinating agency (e.g., County Health Department, Joint Powers Authority, or a Regional Task Force).
- Responsible for overseeing data, funding, service alignment, and performance measurement.

2. Homeless Recovery Centers (HRCs)

- Located throughout the region to serve as hubs of recovery and reintegration.
- Adaptively reuse existing; vacant/abandoned public or commercial infrastructure (hotels, hospitals, vacant schools).
- Operate as phased transformation centers, not shelters; guiding participants through stabilization, skill-building, and permanent housing/workforce integration.

3. Partner-Driven Governance

- Regional collaboratives include representation from:
 - Cities and counties
 - Local universities and trade schools
 - Healthcare systems and behavioral health providers
 - Employers and workforce development boards
 - Housing authorities and developers
 - Philanthropic organizations

4. Performance-Based Funding

- HRCs and regional operators receive funding tied to outcomes such as:
 - Housing placements
 - Workforce certifications and employment

- Reduced ER, policing, and incarceration costs
 - Graduation rates from recovery phases
- Data is tracked and shared statewide to inform scale-up, replication, and continuous improvement.

Why a Regional Model?

Fragmentation across California's 482 cities makes it nearly impossible to implement coordinated care or shared accountability. By structuring the solution regionally:

- Economies of scale lower costs on staffing, services, and capital projects.
- Data-sharing and evaluation become feasible and actionable.
- Smaller cities benefit from the resources and expertise of county-level administration.
- Large urban centers can partner with surrounding areas to reduce pressure and create balanced service networks.

Built on Proven Programs

The CRRN approach draws from successful California models that have demonstrated impact but lack scale or cohesion:

- Project Homekey: Rapid adaptive reuse of hotels into housing; now expanded into transitional recovery campuses.
- CalAIM: Medicaid-funded wraparound services for high-needs individuals; integrated into the health wing of each HRC.
- Inmate Firefighting Program: Job training tied to public service; adapted to train HRC residents in wildfire prevention, construction, and infrastructure repair.
- Tiny Home Villages: Temporary housing with dignity and autonomy; used for HRC graduates transitioning to semi-independent living.

CRRN doesn't reinvent the wheel, it connects the pieces into a functioning vehicle for transformation.

4. Regional Reuse Strategy: Converting Vacant Properties into Homeless Recovery Centers (HRCs)

Overview: From Blight to Recovery

Across California, abandoned and underused properties sit idle while the homelessness crisis intensifies. From shuttered hospitals and vacant hotels to closed prisons and defunct college campuses, these facilities represent untapped potential. A regional reuse strategy repurposes these sites into Homeless Recovery Centers (HRCs); accelerating deployment, lowering costs, and revitalizing communities.

Key Insight: What we often call urban blight is really untapped recovery infrastructure. Reclaiming these properties is faster, cheaper, and more effective than starting from scratch.

4.1 Regional Inventory of Vacant Sites

Each region of California has a unique portfolio of underused infrastructure:

- Central Valley: Abandoned hospitals and closed rehab centers due to rural service cuts.
- Los Angeles County: Dozens of shuttered hotels and motels post-COVID.
- Bay Area: Vacant commercial spaces and aging college dorms.
- Inland Empire: Idle state-owned land, unused correctional facilities.
- Northern Counties: Former logging camps, closed medical clinics.

Example:

- Project Roomkey (Los Angeles): Converted over 15,000 hotel rooms into temporary shelter during COVID. Proof-of-concept that shows feasibility and public health benefit.
- Madera Community Hospital (Central Valley): Closed in 2023; still structurally sound. Ideal for medical-model HRC.

4.2 Benefits of Adaptive Reuse for HRCs

Benefit	Description
Speed	Renovation is significantly faster than new construction
Cost Efficiency	50–70% lower than building new shelters from scratch
Community Acceptance	Reuses existing spaces; reduces NIMBYism
Environmental Impact	Reduces construction waste and land-use strain
Zoning Alignment	Many sites previously zoned for residential, hospitality, or medical use
Strategic Location	Often located near transit corridors and service hubs

4.3 Facility Conversion Models by Type

Property Type	Regional Examples	HRC Conversion Focus
Hotels & Motels	LA, Fresno, San Diego	Transitional housing with private rooms and group services
Hospitals & Rehab Centers	Central Valley, NorCal	Medical detox, addiction recovery, mental health services
Closed Prisons (Non-Punitive)	Inland Empire, Desert Region	Trade training centers, secure housing with dignity
Dormitories & College Campuses	Bay Area, Sacramento Valley	Education hubs, peer-supported recovery, GED programs

4.4 The CRRC Regional Conversion Framework

The California Regional Recovery Collaborative (CRRC) will coordinate site assessment and acquisition by:

- Mapping underused infrastructure across counties
- Standardizing evaluation for suitability (zoning, safety, structural readiness)
- Facilitating agreements between local governments, land owners, and CRRC
- Securing funding for site-specific retrofits (via CLRRRA, grants, and PPPs)

Example Program Alignment:

- California Land Reuse and Revitalization Act (CLRRRA):
 - Encourages cleanup and reuse of contaminated or abandoned sites.
 - Enables public-private partnerships with environmental protections.

4.5 Why This Matters: A Dual Crisis, A Unified Solution

Thousands of unhoused Californians are already taking refuge in abandoned buildings. We can ignore this, or we can design around it.

By transforming these neglected structures into trauma-informed, purpose-built recovery centers, we:

- Solve two crises simultaneously: homelessness and urban decay
- Demonstrate fiscal and moral accountability
- Strengthen regional identity and resilience through shared infrastructure

4.6 Policy and Funding Recommendations

To operationalize this strategy:

- Fast-track zoning approvals for adaptive reuse in all counties
- Establish state-level property acquisition fund for the CRRC
- Incentivize cities to identify and lease properties at below-market rates
- Streamline environmental clearance for buildings with prior occupancy

5. Structuring the Homeless Recovery Centers (HRCs)

A Pathway from Crisis to Stability to Independence

HRCs serve as the operational core of the CRRN model. They are not emergency shelters or traditional transitional housing. Each HRC is a transformational campus, where residents follow a three-phase recovery model that integrates health, housing, workforce development, and community reintegration.

The program is trauma-informed, supportive (not punitive) and designed to adapt to each participant's pace and needs.

Facility Model

- Adaptive Reuse: Most HRCs are converted from motels, hospitals, schools, or vacant public buildings, leveraging existing infrastructure for rapid deployment and cost efficiency.
- Residential Campus: Includes dormitory or shared living quarters, healthcare and counseling facilities, classrooms or training centers, dining and communal areas, and administrative offices.
- 24/7 Staffed: Case managers, peer mentors, clinical support, vocational trainers, and facility coordinators are present on-site.

Phased Recovery Program

Phase 1: Stabilization & Readiness (0–3 Months)

Goal: Create safety, structure, and trust.

- Medical/mental health evaluations
- Detox or medication-assisted treatment (as needed)
- Curfews and community responsibilities
- Daily life-skills workshops
- Incentives: safe housing, meals, stipends, basic healthcare

How Curfews Work:

- Initial 2 weeks: Strict 8–10 PM curfew for stabilization
- Progress-based flexibility: Late shift exemptions, reward-based extensions
- Supportive, not punitive: Violations trigger mentorship (not expulsion)

Phase 2: Skill Development & Workforce Entry (4–12 Months)

Goal: Build job readiness and self-confidence.

- Vocational training in high-demand fields
- GED support or higher education enrollment
- Paid apprenticeships, internships, or onsite social enterprise work
- Career coaching and placement support
- Incentives: job stipends, subsidized independent housing transition

Phase 3: Full Integration & Independence (1–2 Years)

Goal: Achieve full employment, housing, and personal stability.

- Secure full-time work or long-term apprenticeship
- Demonstrate budgeting, goal-setting, and wellness maintenance
- Ongoing peer mentorship or alumni participation
- Incentives: rental subsidies, homeownership access, student loan forgiveness

Specialized Tracks Within HRCs

Each HRC can offer one or more specialized programs based on regional workforce needs and facility capacity:

- Behavioral Health Track (e.g., for those in recovery from addiction or trauma)
- Veterans Track (peer-led, VA-integrated services)
- Youth & Foster Alumni Track
- Women & Families Track
- Tech/Remote Work Track
- Environmental Service Track (e.g., fire prevention, habitat restoration)

Examples from the Field

The HRC model integrates and scales successful initiatives already operating in California:

- Delancey Street Foundation (SF): Structured peer-led recovery and vocational immersion over 2–4 years.
- The Other Ones Foundation (TX/CA): Paid outdoor labor and social enterprise work for homeless individuals.
- Homeboy Industries (LA): Employment and reentry model for formerly incarcerated or gang-involved individuals.
- Tiny Home Village Model (Oakland, San Jose, LA): Used for Phase 3 transition housing for HRC graduates.

These programs have shown that when recovery is tied to purpose, work, and community, outcomes improve significantly. The HRC model offers a way to scale these successes within a state-supported, regionally managed system.

6. Economic & Social Impact

From Taxpayer Burden to Taxpayer Base

The HRC model isn't just a humanitarian strategy, it's an economic recovery tool. By transforming people from dependent to productive, it turns social spending into long-term investment.

6.1 Cost Savings to the Public Sector

Emergency Services Reduction

- Current system: Over reliance on costly ER visits, emergency shelters, and police intervention.
- HRC model: On-site care, proactive case management, and workforce paths reduce 911 calls and hospital visits.

Example:

- Each ER visit averages \$3,000–\$5,000.
- One HRC resident receiving preventive care saves the state \$12,000+ annually in ER costs alone.

Lower Incarceration Costs

- California spends over \$100,000/year per incarcerated person.
1. HRCs offer recovery for less than \$38,000/year, significantly decreasing the cycle of incarceration linked to homelessness-related offenses.

6.2 From Public Spending to Productivity

- HRC graduates become wage earners, renters, and taxpayers.
- Their transition boosts local revenue and reduces long-term dependency on public programs.

Increased Tax Base

- Residents moving into steady employment add to state income tax and sales tax revenue.
- Employers benefit from a ready, trained workforce and receive hiring incentives.

6.3 Local & Regional Economic Development

Job Creation

Each HRC generates direct and indirect employment in:

- Case management and social work
- Healthcare and nursing
- Food service and logistics
- Facility maintenance and security
- Vocational training and program delivery

Revitalization of Abandoned Properties

- Vacant motels, schools, and clinics repurposed for HRC use increase nearby property values, reduce urban blight, and lower encampment-related disruptions.

6.4 Social Stability and Public Safety

- Fewer encampments in parks, underpasses, and business corridors
- Reduced mental health crises in public spaces
- Improved civic morale and business confidence

Case Study:

In San Antonio, TX, the Haven for Hope model (which shares several principles with HRCs) helped reduce downtown homelessness-related arrests by nearly 80%, while improving employment outcomes.

6.5 The Economic Argument in Numbers

System Comparison	Cost per Person/Year	Long-Term Outcomes
Emergency Rooms + Policing + Jail	\$60,000–\$100,000+	Crisis management only
Traditional Homelessness Services (fragmented)	\$42,000+ (CA average)	Minimal housing retention, no jobs
HRC Model (CRRN-aligned)	\$30,000–\$38,000	Housing + health + employment + ROI

Conclusion: An Engine for Social & Economic Recovery

The Homeless Recovery Center model saves money, restores neighborhoods, reduces crime, and strengthens the labor force. By replacing fragmentation with integration, it redefines what public investment can achieve; turning lives around while stabilizing communities and relieving strained government systems.

7. Workforce Alignment & Economic Development

A Workforce Reimagined: From Recovery to Resilience

The Homeless Recovery Center (HRC) model is not just a social intervention; it is a strategic economic asset. By transforming unhoused individuals into trained, job-ready workers, the HRCs address two urgent challenges simultaneously: homelessness and California's growing labor shortages across critical sectors. This system prepares people for in-demand careers while restoring personal dignity and stability, making economic development inseparable from recovery.

7.1 Targeted Workforce Pathways

Each HRC will integrate vocational training aligned with regional workforce demands and partner with employers, unions, and public agencies to provide career tracks in the following high-need areas:

1. Agriculture & Sustainable Farming

- Training in eco-farming, irrigation, and food production.
- Addresses Central Valley's labor shortages and supports local food systems.
- Example: Farms to Incubators initiative in Fresno County.

2. Wildfire Prevention & Forestry Management

- Builds on California's successful inmate firefighter model.
- Training for emergency response, brush clearing, and land stewardship.
- Example: CAL FIRE Conservation Camps / L.A. County's Forestry Training Program.

3. Construction & Infrastructure Trades

- Pathways to certification in electrical, plumbing, HVAC, welding, and roadwork.
- Serves the state's \$180B+ infrastructure investment needs.
- Example: CityBuild (SF), Helmets to Hardhats.

4. Healthcare & Home Assistance

- Prepares Certified Nursing Assistants (CNAs), home health aides, and peer support workers.
- Meets demand from California's rapidly aging population and care deserts.
- Example: Health Career Connection & SEIU-UHW's Training Fund.

5. Technology & Remote Work

- Offers training in IT support, coding, and digital literacy.
- Enables remote work opportunities, especially in rural and underserved areas.
- Example: Military veterans, young adults from underserved communities, and women greater economic mobility have benefited from NPower & Merit America tech upskilling models.

7.2 Social Enterprise & Job Creation

Each HRC will host in-house social enterprises that serve as both training environments and revenue-generating entities, such as:

- Community farms and farmers' markets.
- Furniture manufacturing or textile repurposing.

- Catering, janitorial, and landscaping services.
- Urban revitalization crews to restore abandoned properties.

Revenue from these enterprises is reinvested into operations and used to support stipends for participants, creating a self-reinforcing cycle of productivity and sustainability.

7.3 Public Infrastructure Partnerships

HRC residents enrolled in trades can contribute directly to:

- Affordable housing construction and repair.
- Public facility maintenance and environmental cleanup.
- Civic beautification and restoration of blighted areas.

This mirrors models like Civicorps in Oakland and The Doe Fund's Ready, Willing & Able program in New York, which combine service, skill-building, and city improvement.

7.4 Economic Impact: From Dependency to Productivity

Reduced Public Costs

- Fewer ER visits, incarcerations, and emergency responses.
- Less public spending on encampment cleanup and crisis intervention.

Increased Tax Revenue

- Graduates enter the workforce, pay taxes, and reduce dependency on public aid.
- Multiplier effect as they contribute to regional economies.

Community Stability

- Job-holding residents reduce crime, improve public safety, and support local businesses.

7.5 Collaboration with Employers

Local and regional employers will:

- Help design training programs.
- Provide apprenticeships or job placements.
- Receive tax credits and wage subsidies for hiring HRC graduates.

This aligns with California's Future of Work Commission recommendations for inclusive, high-road employment strategies.

Conclusion

By aligning recovery with regional workforce demand, HRCs don't just heal individuals; they help solve some of California's most labor shortages, particularly in caregiving, construction, tech, and environmental resilience. Beyond a model for human transformation; HRCs are an engine for statewide economic revival.

8. College & University Partnerships

Harnessing Higher Education for Social Impact

California is home to one of the most robust higher education systems in the world; including the UC, CSU, and Community College systems, along with top-ranked professional schools. The HRC model will form strategic partnerships with colleges, universities, and trade schools to create a mutually beneficial pipeline of talent, innovation, and service.

This approach reduces HRC operating costs, expands capacity, and creates career pathways for students who want to serve their communities.

8.1 HRC Graduate Fellowship Program (1–2 Years, Paid)

Who It's For:

Recent graduates in fields such as:

- Social Work
- Public Health
- Psychology
- Nursing
- Urban Planning
- Vocational Education & Training

Program Overview:

Fellows are placed full-time at HRC sites for 12–24 months. They support operations while gaining valuable real-world experience and mentoring.

Roles Include:

- Case management and peer navigation
- Mental health and addiction support (under clinical supervision)
- Job training and employment coaching
- Program design, research, and administration
- Reintegration and community engagement coordination

Benefits to Fellows:

- Competitive stipend and health benefits
- Pipeline to careers in government, health, and nonprofit sectors
- Eligibility for student loan forgiveness or tuition reimbursement
- Experience that counts toward licensure or professional certification

Model Examples:

- CalSWEC (California Social Work Education Center)
- City Year and Public Allies fellowship-style programs
- Nurse Residency Programs linked to public health departments

8.2 University Service-Learning & Internship Program (10–20 Hours/Week)**Who It's For:**

Undergraduate and graduate students from:

- UC, CSU, and Community Colleges
- Trade and vocational schools (IT, culinary, construction)
- Nursing, medical, social work, and architecture schools

Structure:

- 10–20 hours/week internships at HRCs
- Students receive academic credit, fieldwork hours, or service-learning recognition

Roles Include:

- Teaching GED and job readiness courses
- Digital literacy and tutoring
- Facility redesign and renovation (architecture & engineering students)
- Healthcare intake and wellness programming
- Arts, fitness, and community-building workshops

8.3 Advantages for HRCs, Schools, and the State**For HRCs:**

- Reduces staffing and program delivery costs
- Adds professional capacity and innovation to daily operations
- Promotes intergenerational, community-oriented recovery spaces

For Schools & Students:

- Applied learning in real-world service environments
- Résumé-building experiences in health, housing, social work, and public policy
- Improved graduation and job placement outcomes

For California:

- Strengthens the public sector talent pipeline
- Encourages long-term careers in social service, healthcare, and public administration
- Reduces stigma and builds civic solidarity through campus-community engagement

8.4 Potential Educational Partners

- University of California (UC) system: Policy, health, planning, and tech expertise
- California State University (CSU) system: Strong social work and public health programs
- California Community Colleges: Vocational trades, CNA training, and culinary arts
- Professional Schools: Stanford, UCLA, UCSF, Loma Linda (nursing, medicine, psychology)
- Trade Schools & Apprenticeship Programs: Electrical, mechanical, coding bootcamps

Conclusion

By embedding service into education and education into service, the HRC model empowers a new generation to become the builders of California's recovery. These partnerships turn schools into engines of transformation, preparing students to not only succeed in their careers, but to shape the future of public health, housing, and justice in California.

9. Funding Model & Sustainable Revenue Streams

Investing in People, Not Just Programs

Rather than relying exclusively on government aid, the HRC model is built on diversified, self-reinforcing revenue streams. This structure ensures sustainability, fiscal responsibility, and long-term growth.

9.1 Public Investment with Built-In ROI

State & Federal Appropriations

- State General Funds: Redirect a portion of existing budgets for emergency healthcare, incarceration, and policing.
- Federal Programs: Tap into HUD (Department of Housing and Urban Development), HHS (Department of Health and Human Services), Department of Labor, and SAMHSA

(Substance Abuse and Mental Health Services Administration) funding for housing, behavioral health, and job training.

- Medicaid Expansion: Covers mental health, addiction services, and preventive care.

Example:

HRC health services can be reimbursed through Medicaid when residents qualify, substantially reducing net state costs.

9.2 Public-Private Partnerships (PPPs)

- Business Participation: Developers and private-sector employers contribute funding or in-kind support in exchange for tax benefits and hiring pipelines.
- Facility Leasing: Revitalized properties (e.g., old motels, clinics) can generate lease revenue when sub-leased as housing, healthcare sites, or training centers.

Case Example:

A former hotel in San Bernardino was converted into transitional housing via a PPP; local businesses now hire residents, and the city sees new tax revenue.

9.3 Higher Education Collaboration

- Fellowships & Internships: Paid graduate fellowships and academic internships fill staffing gaps.
- Cost Offset: Universities fund placements via federal work-study, AmeriCorps, and service-learning stipends.

This both reduces personnel costs and builds the next generation of public service professionals.

9.4 Self-Sustaining Revenue Streams

A. Workforce-Based Revenue

- Public Infrastructure Projects: HRC residents help maintain roads, public housing, and parks under state contracts.
- Forestry & Wildfire Response: Modeled on California's successful inmate firefighter program, with added job training and certification.
- Urban Revitalization Labor: Residents help restore other abandoned properties; creating a cycle of renewal.

B. In-House Social Enterprises

- Community Farming
- Furniture/Textile Manufacturing
- Catering & Maintenance Services

Revenue from goods and services is reinvested into HRC operations.

Example:

The Delancey Street Foundation operates moving companies, restaurants, and construction crews run by residents; funding over 50% of its operating costs.

C. Tech & Remote Work Training

- Apprenticeships in:
 - Customer support
 - Cybersecurity
 - Remote IT services

These prepare residents for jobs in the digital economy, reducing geographic barriers.

9.5 Employer Incentives & Tax Policy

- Hiring Tax Credits for companies that employ HRC graduates.
- Wage Subsidies for small businesses hiring through HRC workforce programs.
- Zoning & Tax Relief for developers revitalizing abandoned properties as HRCs.

Policy Model:

The California Competes Tax Credit can be adapted to support HRC-related hiring and development efforts.

9.6 Low-Cost Facility Acquisition

CLRRRA (California Land Reuse and Revitalization Act) Framework

Use the California Land Reuse and Revitalization Act to acquire and rehabilitate:

- Vacant motels
- Shuttered clinics
- Defunct rehab centers

Urban Redevelopment Grants

Secure federal and state funds for site cleanup, conversion, and safety upgrades.

Example:

In Stockton, a defunct mental health facility was converted into a transitional housing site with \$4 million in federal and state grants, 90% of costs covered.

Conclusion: A Model Designed to Pay for Itself

The HRC approach blends upfront public investment with sustainable income streams, allowing programs to grow while reducing reliance on crisis spending. It shifts funding from reactive to proactive, from fragmented to strategic, and in doing so, builds a lasting foundation for recovery and prosperity.

11. Regional Collaboration & Governance

A Scalable Framework for Shared Responsibility and Collective Impact

Solving homelessness cannot fall on individual cities or agencies acting alone. The Homeless Recovery Center (HRC) model is designed for regional implementation, enabling neighboring cities and counties to share infrastructure, workforce, and data; creating a coordinated, cost-effective approach that reflects the complexity of the crisis.

11.1 Why a Regional Model?

- Homelessness is not contained by city borders.
- Duplicative efforts and siloed programs waste resources.
- Smaller cities lack capacity to build full-scale support systems.

A regional collaboration model pools talent, funding, and infrastructure to create a continuum of care that no single jurisdiction could sustain alone.

11.2 Governance Structure: Regional Homeless Recovery Councils

Each region forms a Homeless Recovery Council (HRCouncil); a governing board that includes:

- County and city leaders
- Public health and housing directors
- Local university and community college reps
- Nonprofit service providers
- Employer partners
- Resident advisory panels (including current or former HRC participants)

Key Functions:

- Coordinate site selection, funding, and program development
- Oversee shared data and metrics
- Ensure accountability across systems
- Manage cross-sector collaboration (health, housing, workforce)

11.3 Regional Service Catchment Zones

Rather than placing an HRC in every city, strategically located facilities serve multi-city regions, based on factors like:

- Density of unsheltered populations
- Availability of land or vacant properties
- Access to hospitals, colleges, and transit
- Workforce development opportunities

Example:

- A hub HRC site in Riverside County could serve residents from surrounding desert communities through coordinated intake and transportation networks.

11.4 Shared Resources & Workforce Integration

- Mobile health and mental health teams operate across regions
- Rotating trade instructors from community colleges support vocational programs at multiple HRCs
- Centralized case management platforms avoid duplication and allow real-time updates

11.5 Regional Success Models to Expand

A. Alameda County Care Connect (AC3)

Unified care coordination system that integrates data across hospitals, mental health, housing, and outreach services.

- Result: 21% reduction in high-utilizer ER visits in first 2 years.

B. LA County Office of Diversion and Reentry (ODR)

A regional collaboration that moves individuals with mental illness out of jail and into supportive housing.

- Result: Over 8,000 diverted from jail since 2015, with high rates of stability and reduced recidivism.

C. CalFire & CDCR Wildfire Programs

A model of inter-agency cooperation between state corrections, fire departments, and vocational training.

- Result: Incarcerated crews fight 25% of California's wildfires annually. A civilian version through HRCs would expand this impact.

11.6 Data-Sharing & Accountability

The HRC regional system would use standardized data dashboards to track:

- Intake and exit outcomes
- Health and employment metrics
- Cost per client and return on investment
- Racial and geographic equity in service delivery

Statewide integration through CalHHS and HUD reporting ensures transparency and eligibility for continued federal funding.

11.7 Inter Governmental Agreements (IGAs)

To implement the model, cities and counties enter formal IGAs that:

- Define funding responsibilities and cost-sharing formulas
- Outline legal and service mandates
- Ensure long-term operational sustainability

Conclusion: From Local Strain to Regional Strength

Fragmented responses have stretched local governments thin. The regional HRC model offers a smarter, more collaborative path forward—one that shares the burden and multiplies the impact. By aligning housing, healthcare, education, and employment systems across regions, California can address homelessness not as a city-by-city emergency, but as a statewide opportunity for transformation.

12. Performance Metrics & Accountability

Turning Good Intentions into Measurable Outcomes

A key failure of past homelessness strategies has been the lack of unified, outcome-driven accountability systems. The HRC model addresses this head-on with clear, standardized metrics tied to funding, performance, and impact.

12.1 Core Metrics

Each HRC will report quarterly data across the following impact categories:

Housing Stability

- % of residents placed in transitional or permanent housing within 12 months
- % remaining stably housed 12 months post-exit

Employment & Income

- % completing workforce training
- % employed within 90 days of graduation
- Average income gain from entry to exit

Health Outcomes

- % decrease in emergency room visits
- % receiving ongoing mental health and addiction treatment
- % maintaining treatment adherence 6+ months

Recidivism & Reentry

- % avoiding return to homelessness, jail, or emergency shelters within 1 year
- % of formerly incarcerated participants who remain employed and stably housed

12.2 Financial Efficiency & ROI

Each site will track per capita cost versus long-term savings, including:

- Reduced policing and incarceration expenses
- Fewer emergency medical responses
- Increased tax contributions from employed graduates

Example ROI Tracking:

- ER cost per visit: \$3,500
- HRC preventive care cost: \$400/month
- Estimated savings per participant: \$8,000+ annually

12.3 Equity & Access

HRCs will ensure equitable access and outcomes across:

- Race, ethnicity, and gender
- LGBTQ+ status
- Disability or chronic illness
- Geographic distribution (urban, suburban, rural)

Each region will submit Equity Impact Audits to identify disparities and adjust services accordingly.

12.4 Data Systems & Technology Integration

The system will integrate with:

- CalHHS, HMIS (Homeless Management Information System), and Medicaid billing systems
- Workforce Development Boards and EDD databases
- Real-time dashboards accessible to public agencies and oversight bodies

All data will be de-identified and privacy compliant, adhering to HIPAA and state data regulations.

12.5 Community Accountability

HRCs will establish Resident Advisory Panels and Annual Public Hearings for:

- Resident feedback on conditions, treatment, and staff
- Community concerns and ideas for improvement
- Public transparency on outcomes and use of funds

12.6 Performance-Based Funding

Ongoing funding for each HRC will be tied to:

- Meeting or exceeding performance benchmarks
- Demonstrating progress on long-term outcomes
- Independent audits and external evaluations

Underperforming sites will receive support for corrective action or undergo restructuring.

12.7 Examples from Effective Programs

Project Roomkey / Homekey (CA)

- High accountability to HUD funding tied to placement outcomes and reporting.

Built for Zero (Community Solutions)

- A national model using real-time data to reduce chronic homelessness. Participating counties see significant, lasting reductions.

Veterans Affairs Housing First Program

- Routinely tracks housing, employment, and health metrics. Achieved >50% reduction in veteran homelessness nationwide since 2010.

Conclusion: Accountability is the Backbone of Trust

Public trust is earned through measurable progress. The HRC system embeds accountability into every layer; from intake to graduation, from budgets to outcomes. This ensures not only better

use of public funds, but also the dignity of knowing that every participant is seen, supported, and set up to succeed.

13. Policy Recommendations & Implementation Pathways

From Vision to Action: A Roadmap to Scale and Impact

To operationalize the Homeless Recovery Center (HRC) model at scale, California needs aligned policy reforms, regional governance strategies, and smart legislation. The following recommendations lay the foundation for implementation across jurisdictions.

13.1 Legislative Priorities

1. Statewide HRC Authorization Bill

Establish a legal framework for HRCs as a recognized tier of care; distinct from shelters, jails, or hospitals enabling:

- Cross-agency funding integration (CalHHS, CDCR, Housing & Labor Departments)
- Zoning flexibility for adaptive reuse of public land and vacant buildings
- Eligibility for Medicaid billing and workforce development grants

2. HRC Workforce Recovery Act

Fund fellowships, training pipelines, and employer incentives that prioritize:

- Hiring HRC graduates
- Creating service-learning pathways in colleges and trade schools
- Staffing rural and underserved regions

3. Land Use and Property Redevelopment Incentives

Expand the California Land Reuse and Revitalization Act (CLRRA) to fast-track transfer and repurposing of:

- Vacant state buildings, motels, and hospitals
- Tax-delinquent or abandoned commercial properties

Include provisions for:

- Environmental remediation support
- Low-cost leases for public-purpose redevelopment

13.2 Governance Structure

Regional Coordination Boards (RCBs)

Modeled after workforce development boards, RCBs will oversee HRC implementation in their region, including:

- Needs assessment and site selection
- Coordination among counties, cities, education, and employers
- Monitoring outcomes and community engagement

Board Composition:

- Local officials (county and city)
- Homeless services agencies
- Healthcare providers
- Business & labor leaders
- Formerly homeless representatives

State-Level Office of Homeless Recovery Innovation

A centralized office under CalHHS to:

- Manage funding disbursement
- Collect and analyze data
- Approve site plans
- Ensure standardization and equity across regions

13.3 Implementation Timeline

Phase	Timeframe	Key Milestones
Pilot Launch	Year 1	3–5 sites in diverse counties (urban, rural, coastal)
Regional Scaling	Years 2–3	Expand to 20+ counties, formalize education/workforce partnerships
Statewide Deployment	Years 4–6	58-county coverage, integrated Medicaid and housing pipelines
Evaluation & Expansion	Year 7+	Outcome audits, service refinements, funding increases based on ROI

13.4 Partnerships to Activate

- UC, CSU & Community College Systems: For fellowships, internships, and applied research
- Private Sector Employers: For hiring pipelines, job placements, and PPPs
- State Agencies: CalHHS, CDCR, CalEPA, CalSTA (transportation for regional sites)
- Foundations & Philanthropy: Seed funding and innovation pilots
- Housing Authorities: For Section 8 and permanent housing transitions

13.5 Policy Levers for Expansion

- Medicaid 1115 Waivers: Enable use of federal health funds for non-clinical services
- CalAIM Integration: Leverage Enhanced Care Management for complex needs
- Workforce Innovation and Opportunity Act (WIOA): Align training funds with HRC pathways
- SB 679 Model: Regional housing finance authorities can replicate support for HRC development

Conclusion: A Coordinated, Strategic State Response

With the right policies and governance in place, the HRC model can shift California from fragmented emergency responses to a strategic recovery system rooted in dignity, workforce integration, and measurable success. This isn't just a housing solution; it's a human investment strategy.

14. References & Supporting Evidence

13.1 Homelessness in California: Context & Cost

- CalMatters (2023). California has spent \$24 billion on homelessness. Why is it getting worse?

<https://calmatters.org/housing/homelessness/2023/06/california-homeless-budget/>

- HUD Annual Homeless Assessment Report (AHAR) (2023).

<https://www.huduser.gov/portal/sites/default/files/pdf/2023-AHAR-Part-1.pdf>

- California State Auditor (2021). Homelessness in California: The State Needs a Coordinated Approach.

<https://www.auditor.ca.gov/pdfs/reports/2020-112.pdf>

- California Legislative Analyst's Office (LAO) (2023). The 2023-24 Budget: Homelessness Proposals

<https://lao.ca.gov/Publications/Report/4670>

14.2 Workforce & Economic Integration

- California Workforce Development Board (CWDB), High Road Training Partnerships.

<https://cwdb.ca.gov/initiatives/high-road-training-partnerships/>

- National Alliance to End Homelessness, Employment Interventions for Homeless Individuals.

<https://endhomelessness.org/resource/employment/>

- RAND Corporation, The Cost of Incarceration in California (>\$100K/year).

https://www.rand.org/pubs/research_reports/RR2397.html

- California Future of Work Commission, Workforce trends and opportunity pathways (2021).

<https://www.labor.ca.gov/wp-content/uploads/sites/338/2021/02/CA-Future-of-Work-Report.pdf>

14.3 Health, Housing, and Recovery

- CalAIM Initiative (DHCS), Integrated care for high-need populations.

<https://www.dhcs.ca.gov/calaim>

- Medicaid 1115 Waivers, Pathways for housing and recovery support.

<https://www.medicaid.gov/medicaid/section-1115-demonstrations/index.html>

- LA Times / CalHealth, Inmate Firefighting Programs: Models for Workforce Training.

<https://calmatters.org/environment/2021/07/inmate-firefighters-california-wildfires/>

- SAMHSA, Permanent Supportive Housing Evidence Brief.

<https://www.samhsa.gov/homelessness-programs-resources/hpr-resources/permanent-supportive-housing>

14.4 Education & Talent Pipeline Models

- University of California System (UCOP), Service-learning and civic engagement initiatives.

<https://www.universityofcalifornia.edu/initiatives/public-service>

- CSU Chancellor's Office, Applied learning in social work, nursing, and education.

<https://www.calstate.edu/impact-of-the-csu/community-engagement/Pages/default.aspx>

- AmeriCorps, Fellowship programs and education stipends.

<https://americorps.gov>

- City College of San Francisco, Construction training for housing and public infrastructure.

<https://www.ccsf.edu/academics/schools/advanced-manufacturing-and-construction>

14.5 Successful Program Models That Should Be Scaled

- The Other Ones Foundation (Austin, TX), Work-first model for homelessness recovery

<https://toofound.org/>

- Delancey Street Foundation (San Francisco), Residential recovery through social enterprise

<https://www.delanceystreetfoundation.org/>

- The Doe Fund (New York City), Work & transitional housing for men experiencing homelessness

<https://www.doe.org/>

- CAL FIRE / CDCR Fire Camps, Inmate rehabilitation through public service

<https://www.fire.ca.gov/programs/fire-protection/firefighters-inmate-program/>

- LA County Office of Diversion and Reentry, Alternatives to incarceration with housing + mental health

<https://dhs.lacounty.gov/office-of-diversion-and-reentry/>

14.6 Media & Reporting for Public Awareness

- CNN (2023), California's homelessness crisis and \$24B investment

<https://www.cnn.com/2023/06/29/us/california-homelessness-spending>

- KTLA, What happened to \$24 billion California spent on homelessness?

<https://ktla.com/news/california/california-spent-24b-on-homelessness-in-5-years-audit-says/>

- KQED & NPR California Report, Unifying services under one roof

<https://www.kqed.org/news/11948182>

From: [MC](#)
To: [City Clerk](#)
Subject: Please Read for Public Comment
Date: Monday, September 22, 2025 8:35:58 PM

[REDACTED]

Hello! Please read my comment below for Public Comment. It was missed at the last City Council meeting.
Reply back to confirm this message was received and will be read during public comment. Thank you!

Public Comment on Support for Additional Officers to Meet Riverbank's Growth

Dear Mayor and Council-members,

I am writing to express my strong support for the addition of more law enforcement officers in Riverbank. As our city continues to grow with significant new housing developments already underway in District four and one, plus a new school projected within the next five years, our public safety resources must keep pace with this expansion.

Investing now in officer recruitment, training, and development will ensure that our community remains safe and well-supported as these changes unfold. Public safety is not something that can be built overnight; it requires long-term planning and dedicated preparation. By taking proactive steps today, the Council can help foster a safer, stronger Riverbank for both current residents and the families who will soon call our community home.

I respectfully urge you to prioritize this important investment in Riverbank's future. Thank you for your ongoing commitment to our city's well-being.

Kind Regards,

Maricris Garaza

Crossroads West Neighborhood

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 14, 2025**

Subject: **Resolution Authorizing an Application for Grant Funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD) to Purchase a 2025 Hisun Sector E1 Electric UTV**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Cody Bridgewater, Director of Public Works**

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution allowing City Staff to apply for a grant with SJVAPCD in the amount of \$14,968.64, to purchase a 2025 Hisun Sector E1 Electric UTV.

SUMMARY

Riverbank Wastewater Treatment Plant staff have been utilizing a 2005 Polaris 500 UTV to perform grounds maintenance, herbicide, and pesticide application at the WWTP. This UTV recently suffered a rear-end failure, and parts are no longer available to perform the repair. City Staff is requesting to replace the Polaris with a Hisun Sector E1 Electric UTV utilizing grant funding through the SJVAPCD.

STRATEGIC PLAN

While not directly related to the City Council's Strategic Plan, this report is in line with the City Council's desire for staff to have proper equipment to perform their job.

FINANCIAL IMPACT

There is no financial impact to the City, as grant funding will cover 100% of the purchase.

ATTACHMENT

1. Draft City Council Resolution 2025-
2. Purchase Quote

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING AN APPLICATION FOR GRANT FUNDING FROM THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) TO
PURCHASE A 2025 HISUN SECTOR E1 ELECTRIC UTV**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, the City of Riverbank previously used a 2005 Polaris 500 UTV to perform grounds maintenance at the Wastewater Treatment Plant; and

WHEREAS, the Polaris recently had a rear-end failure, that is unable to be repaired due to the discontinuation of parts; and

WHEREAS, the City is wishing to apply for grant funding through SJVAPCD to replace the Polaris, with a 2025 Hisun Sector E1 Electric UTV, in the amount of \$14,968.64; and

WHEREAS, the grant would cover all costs associated with the purchase of the new vehicle.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the application for grant funding from the SJVAPCD in the amount of \$14,968.64.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gaby Hernandez
City Clerk

Rachel Hernandez
Mayor

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley
 AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM
**New Alternative Fuel Vehicle Purchase
 Application**

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Riverbank		
2. Tax ID: Taxpayer ID Number (TIN) 94-6000407		
3. Address: 6707 Third Street		
4. City: Riverbank	5. State: CA	6. ZIP Code: 95367
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? ☒ No ☐ Yes – Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: Darin		2. Last Name: Smallen	
3. Title: Public Works Superintendent		4. E-Mail: dsmallen@riverbank.org	
5. Phone Number: 209-869-7128 ext. 7272	6. Alternate Contact Number: 209-869-7134	7. Fax Number:	

Contract Signing Authority

1. First Name: Marisela		2. Last Name: Garcia	
3. Title: City Manager			

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 1, ONE																	
2. Vehicle Type (<i>please select one</i>): <table border="1"><thead><tr><th>Electric</th><th>Plug-In Hybrid</th><th>CNG, LNG, or LPG</th></tr></thead><tbody><tr><td>☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)</td><td>☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)</td><td>☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)</td></tr><tr><td>☐ Transport/Utility Cart</td><td>☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)</td><td>☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)</td></tr><tr><td>☐ Scooter</td><td>☐ Other (specify): _____</td><td>☐ Transport/Utility Cart</td></tr><tr><td>☒ Other (specify): off road UTV</td><td></td><td>☐ Other (specify): _____</td></tr></tbody></table>			Electric	Plug-In Hybrid	CNG, LNG, or LPG	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Scooter	☐ Other (specify): _____	☐ Transport/Utility Cart	☒ Other (specify): off road UTV		☐ Other (specify): _____
Electric	Plug-In Hybrid	CNG, LNG, or LPG															
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)															
☐ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)															
☐ Scooter	☐ Other (specify): _____	☐ Transport/Utility Cart															
☒ Other (specify): off road UTV		☐ Other (specify): _____															
3. Vehicle Make: Hisun	4. Vehicle Model: Sector E1	5. Vehicle Model Year: 2025															
6. Vehicle GVWR: 2,764 lbs.		7. Engine Horsepower/Kilowatts: 30/22															
8. Fuel Type: ☒ Electric ☐ Plug-In Hybrid ☐ CNG ☐ LNG ☐ LPG ☐ Other (specify):																	
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): >42 miles																	
10. Total Cost of each New Vehicle: \$14,968.64		11. Total Funding Requested from SJVAPCD (per vehicle): \$14,968.64															
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ☒ Yes ☐ No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:																	
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? ☐ Co-funding (please name source): _____ ☒ Other (please specify): City equipment funds																	

New Vehicle Dealer Information

1. Vehicle Dealer Name: Clawson Motorsports	
2. Contact / Salesperson Name: Clayton Bradley	3. E-mail: clayton@clawsonmotocrm.com
4. Phone Number: 559-712-8232	5. Fax Number:

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 1,One		
2. Use within SJVAPCD boundaries: 100 %	3. Use within CA boundaries: 100 %	4. Estimated Annual Vehicle Usage (per vehicle): 400hrs
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Facility maintenance		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☒ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: 2002 Polaris Ranger 4x4 500 ☐ Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: %	3. Use within CA boundaries: %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: ☐ Other - Please specify:		

Internal use only

GMS Unit(s): _____

Signature Form

Signing Authority to *initial* and *sign in blue ink*

Certifications

By initialing each of the following sections, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____ Project match funding is reasonably available to complete the project in a timely manner.

Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Signing Authority Signature

Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CITY OF RIVERBANK	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) MUNICIPALITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 6707 THIRD STREET	Requester's name and address (optional)
6 City, state, and ZIP code RIVERBANK CA 95367		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
9	4			-	6	0	0	0	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **1-22-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Clawson Motorsports

6334 N. Blackstone Ave. Fresno, CA 93710
(559)435-5020

Buyer Information:

SMALLEN, DARIN

6707 3RD ST

RIVERBANK CA 95367

Phone: H: 209-869-7134

W:

Customer P.O.#

Unit(s)

Stock #	Yr	Make	Model	Color
C1192	New	2024	HISUN	SECTOR E1 CARB

BILL OF SALE				
Sales Associate:	CLAYTON BRADLEY			
Deal Number:		Date:	09/04/2025	
Co-Buyer Information:				
H:		W:		
County:				
Lienholder:	"NONE"			
VIN	Engine #	Odom	Price	
A6HEJKZATRB000092	2022040041	0	12,199.00	

Trade In

Yr	Make	Model	VIN
----	------	-------	-----

BUYER ACKNOWLEDGEMENT:

[] I understand that unless I am charged for insurance, NONE is provided by the seller.

[] Seller recommends that the BUYER or OPERATOR review the Manufacturer's Recommendations in the owner's manual prior to any vehicle or equipment operation. I understand that pre-operation checks and inspections as recommended are my responsibility, as is the use of safety equipment.

[] I understand that the manufacturer's warranty does NOT cover regular maintenance costs including the first service unless stated otherwise in writing.

[] USED VEHICLES and equipment are sold "AS IS" with NO WARRANTY expressed or implied unless stated in writing.

SERVICE CONTRACT

Company: _____ Term: 0

Buyer(s) X _____ X _____

The terms/conditions of this agreement comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding, or promise whatsoever will be recognized. Buyer certifies that he/she is 18 years of age or older.

ITEMIZATION OF SALE

Base Price	12,199.00
Freight	675.00
Handling	1,498.00
Accessories	0.00
Documentation Fee	85.00
Sales Tax	415.64
Service Contract	0.00
GAP	0.00
Battery For Life	0.00
Tire & Wheel	0.00
Paint Protection	0.00
PPM	0.00
Theft	0.00
SUB TOTAL	14,872.64
DMV Electronic Filing	35.00
License Fees	54.00
California Tire Fee	7.00
Delivery Fee	0.00
GRAND TOTAL	14,968.64
Trade Allowance	0.00
Less Payoff	0.00
Net Trade in	0.00
Deferred Payment Due	0.00
Manufacturers Rebate	0.00
Previous Deposits	0.00
Remaining Downpayment due	0.00
TOTAL DOWN PAYMENT	0.00
BALANCE DUE ON DELIVERY	14,968.64

THERE IS NO COOLING OFF PERIOD. -California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this sale simply because you change your mind, decide the vehicle cost too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this sale with the agreement of the seller or for legal cause, such as fraud.

BUYER: _____ CO-BUYER: _____

CLAWSON MOTORSPORTS by  Manager
Name

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- ☐ Completed **Application** (Pages 1 thru 3), no required fields blank.
- ☐ Completed **Signature Form** (Page 4), signed in **blue ink**.
- ☐ First page of IRS **Form W-9**.
- ☐ Dated and itemized dealer **quote** for the new vehicle(s).
 - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- ☐ **Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- ☐ If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

RIVERBANK CITY COUNCIL/ LOCAL REDELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 14, 2025**

Subject: **Resolution Authorizing the City Manager to Execute a Memorandum of Understanding with the Stanislaus Council of Governments (StanCOG) for the Suballocation of Regional Early Action Planning (REAP 2.0) Funds**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Joshua E. Mann, Director of Community Development**

RECOMMENDATION

It is recommended that the City Council approve a resolution to authorize the City Manager to enter into a contract (MOU) with StanCOG for the suballocation of REAP 2.0 grant funds.

SUMMARY

On October 26, 2021, the City Council adopted Resolution No. 2021-098 authorizing the City Manager to execute a contract with the Stanislaus Council of Governments (StanCOG) for the Regional Early Action Planning (REAP) Grant Program. The City Council authorized this in relation to housing element related work that qualified under the REAP program. The City ultimately entered into a Memorandum of Understanding (MOU) with the Stanislaus Council of Governments (StanCOG) for the Suballocation of REAP funds for the project (total of \$73,221.97 of grant funds).

A new grant funding opportunity has been made available to the City through StanCOG's REAP 2.0 Grants Program. The purpose of REAP 2.0 is to provide funding to Metropolitan Planning Organizations (MPOs) and regional entities for transformative planning and implementation activities that support housing and equity goals, reduce per capita Vehicle Miles Traveled (VMT), and advance the region's Sustainable Communities Strategy (SCS) or Alternative Planning Strategy. StanCOG was awarded \$7,091,933, of which \$3,100,000 has been allocated to the Transformative Funding Suballocation Program for distribution to member agencies.

The Suballocation to cities within Stanislaus County based on StanCOG's methodology is as follows:

Jurisdiction	RHNA Housing Allocation	Base Funding	RHNA-Based Funding	Total Available Funding
Ceres	3,361	\$100,000	\$205,512	\$305,512
Hughson	881	\$100,000	\$53,870	\$153,870
Modesto	11,248	\$100,000	\$687,771	\$787,771
Newman	1,048	\$100,000	\$64,081	\$164,081
Oakdale	1,665	\$100,000	\$101,808	\$201,808
Patterson	3,716	\$100,000	\$227,219	\$327,219
Riverbank	3,591	\$100,000	\$219,575	\$319,575
Turlock	5,802	\$100,000	\$354,769	\$454,769
Stanislaus County	2,475	\$100,000	\$151,336	\$251,336
Waterford	557	\$100,000	\$34,058	\$134,058
Total	34,344	\$1,000,000	\$2,100,000	\$3,100,000

As shown in the table, a total of \$319,575 is available for the City of Riverbank through the REAP 2.0 Grant. No local match is required by this Grant.

On October 1, 2025 StanCOG notified Staff that the City of Riverbank has been tentatively awarded the full \$319,575 in available REAP 2.0 funding. Staff has identified a project that will utilize the available funding by updating the System Development Fee (SDF) program, also known as the Development Impact Fee program. In addition to updating the overall SDF program, the update will establish an Infill Development Fee and a VMT/Transit-Oriented Development Fee, while also incorporating Affirmatively Furthering Fair Housing (AFFH) principles. This effort will modernize the City's infrastructure funding framework to align with state housing, climate, and equity objectives by:

- Supporting infill housing through equitable fee structures.
- Reducing Vehicle Miles Traveled (VMT) by incentivizing transit-oriented and compact development.
- Expanding fair housing access and advancing sustainable infrastructure planning.

The project to update City SDF fees will provide a Significant Beneficial Impact under REAP 2.0 guidelines by lowering barriers to infill housing, encouraging TOD growth patterns, reducing emissions, and creating a replicable model for other jurisdictions in the StanCOG region.

Due to the requirement that REAP 2.0 funds must be fully expended by December 31, 2026, staff will proceed quickly with implementation. Immediately following execution of the MOU with StanCOG, staff will issue a Request for Proposals (RFP) to solicit qualified consulting firms to prepare a comprehensive update to the City's System Development Fee (SDF) program. The RFP will seek expertise in fee program development, housing

policy, transportation planning, and equity integration to ensure the updated program reflects both local needs and state mandates.

Staff anticipates selecting a consultant and initiating work before the end of this year. The project will include a thorough review of existing fee structures, development of new fee categories (such as an Infill Development Fee and a VMT/Transit-Oriented Development Fee), and integration of Affirmatively Furthering Fair Housing (AFFH) principles. Public outreach and stakeholder engagement will also be conducted to ensure transparency and community input.

All work related to the update is expected to be completed within the 2026 calendar year, allowing sufficient time for public review and refinement. The City Council is anticipated to consider adoption of the updated program by late 2026, ensuring compliance with funding deadlines while positioning the City with a modernized and equitable development fee framework for years to come.

2025-2030 STRATEGIC PLAN

The purpose of the Strategic Plan is to guide the City in prioritizing efforts and allocating both financial and human resources to achieve a shared Vision and Goals that reflect community priorities and needs. The use of REAP 2.0 Grant funds directly supports the City's Goal to "Foster Attainable Housing" and aligns with the Strategy to "Update the Nexus Fee Study for Infill Development Incentives."

FINANCIAL IMPACT

There are anticipated positive fiscal impacts associated with the City's award of \$319,575 in REAP 2.0 grant funding. These funds will fully cover the cost of updating the City's System Development Fee (SDF) program, eliminating the need for General Fund contributions to this effort.

ATTACHMENTS

1. City Council Resolution 2025-
Exhibit A - StanCOG Contract (MOU) without exhibits attached

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) FOR THE
SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING (REAP 2.0) FUNDS**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, the Stanislaus Council of Governments (“StanCOG”) is the Regional Transportation Planning Agency (“RTPA”) and Metropolitan Planning Organization (“MPO”) for the Stanislaus region, pursuant to State and Federal designation; and

WHEREAS, pursuant to Health and Safety Code section 50515 et. seq. the California Department of Housing and Community Development (Department) has provided funds for the Local Government Planning Supports Grant Program (hereinafter referred to by the Department as the Regional Early Action Planning Grants program or REAP); and

WHEREAS, the Department awarded an allocation to StanCOG on behalf of Stanislaus Member Agencies (City of Ceres, City of Hughson, City of Modesto, City of Newman, City of Oakdale, City of Patterson, City of Riverbank, City of Turlock, City of Waterford, and Stanislaus County); and

WHEREAS, StanCOG has been delegated the responsibility for the administration of the grant allocation, establishing necessary procedures; and

WHEREAS, StanCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the City of Riverbank submitted an application to StanCOG and was suballocated \$319,575 through the REAP 2.0 Grant Funds; and

WHEREAS, the City of Riverbank has identified a project that will utilize the REAP 2.0 funding by updating the Citywide System Development Fee (SDF) program and will include establishing an Infill Development Fee and a VMT/Transit-Oriented Development Fee;

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank hereby authorizes the City Manager to enter into a contract (MOU) with StanCOG (**Exhibit A**) for the suballocation of Regional Early Planning Grant ("REAP 2.0") funds and to make any administrative, non-substantive, or minor amendments to the contract as may be necessary to carry out its intent, subject to review and approval by the City Attorney.

FURTHERMORE, the City Manager is authorized to execute any amendments, extensions, or modifications to the contract, provided such changes do not result in additional financial obligations to the City.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October 2025, motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of __:__.

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez, CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
between
STANISLAUS COUNCIL OF GOVERNMENTS
and
{NAME OF STANISLAUS COUNTY JURISIDCTION}
for
SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING GRANT FUNDS OF
2021 (REAP 2.0)

This Memorandum of Understanding is made and entered into between the Stanislaus Council of Governments (StanCOG) and the {Name of Stanislaus County Jurisdiction}, the “**Sub-Recipient**”, and is dated October 15, 2025 {DATE}, for reference purposes.

Recitals

- A. WHEREAS, StanCOG is a council of city and county governments in Stanislaus County, established by a joint powers agreement in 1971, to address regional transportation issues and is the designated metropolitan planning organization for the Stanislaus region;
- B. WHEREAS, StanCOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for administration of the Regional Early Action Planning Grant Program of 2021 (REAP 2.0);
- C. WHEREAS, StanCOG issued a non-competitive call for projects under the Transformative Funding Suballocation Program, making funds available to all jurisdictions in Stanislaus County for eligible planning and implementation activities consistent with the goals of the REAP 2.0 program;
- D. WHEREAS, {Name of Stanislaus County Jurisdiction} applied for, and has been deemed eligible to receive, funding to carry out such planning and implementation activities (the “Project”);
- E. WHEREAS, {Name of Stanislaus County Jurisdiction} agrees to implement the Project and collaborate with StanCOG to further the goals of promoting affordable infill housing opportunities, expanding multimodal transportation options, and reducing vehicle miles travelled withing the region.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. Recitals, and Funding Agreement between HCD and StanCOG

The recitals above are hereby incorporated in this Agreement. The funding agreement between HCD and StanCOG is attached to this Agreement as Exhibit “A” and all applicable provisions of said agreement shall apply to the Sub-Recipient, in addition to the Agreement terms set forth below. The key guidance and requirements of the REAP 2.0 program applicable to all the Sub-Recipients are presented in the Notice of Funding Availability and Final Guidelines – Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0) attached to this Agreement as Exhibit “B”.

2. Funding Amount:

The amount to be paid to Sub-Recipient under this MOU will not exceed {spell out dollar amount} (\$xxx,xxx.00)(Funds), which represents Sub-Recipients allocation. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Nor shall StanCOG be liable for any amounts if HCD fails to allocate or distribute REAP 2.0 funding to StanCOG.

3. Term/Timeline:

The term of this MOU shall begin on the “Effective Date” of this MOU, which shall be the last date of execution of the MOU by the parties hereto. All work identified in the Scope of Work must be completed by December 31, 2026, unless terminated earlier as provided herein. No extensions will be granted to complete the Scope of Work unless authorized by HCD. All final reporting and invoicing, set forth in Section 9 of this Agreement, is due to StanCOG by January 31, 2027.

4. Project Management and Notices:

The StanCOG point of contact for all communication regarding invoicing, reporting and noticing shall be:

Michael Sigala
Stanislaus Council of Governments,
1111 “I” Street Suite 308
Modesto, CA 95354
Telephone: (209) 525-4600
Email: msigala@stancog.org

The Subrecipient Project Manager for all communication, invoicing, reporting and noticing shall be:

Josh Mann
Director of Community Development
City of Riverbank
6707 Third Street
Riverbank, CA 95367
Telephone: (209) 863-7124
Email: jmann@riverbank.org

5. Scope of Work:

The scope of work for the Project (“Scope of Work”) is set forth in Sub-Recipient’s REAP 2.0 Application for the StanCOG’s Transformative Suballocation Program, attached to this Agreement as Exhibit “C”.

The Sub-Recipient shall use the Funds in accordance with the scope of work as contained in the grant application approved by HCD. Sub-Recipient request for amendments or modifications in scope must be made in consultation with, and with the prior approval of, StanCOG. If deemed appropriate by StanCOG, StanCOG will seek prior approval from HCD regarding proposed changes in task budget or scope/approach to ensure that any changes to the scope of work as proposed in the grant application are acceptable to HCD.

6. Compliance

By entering into this Agreement and thereby accepting the Funds, the Grantee agrees to comply with the terms and conditions set forth in Exhibit “A”, Exhibit “B”, Exhibit “C”, and this Memorandum of Understanding.

Sub-Recipient will, also, comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all State regulatory requirements associated with the REAP 2.0 funding provided to Sub-Recipient hereunder, including all reporting requirements set forth in the REAP 2.0 Guidelines and reporting requirements in the funding agreements between StanCOG and HCD.

Further, Sub-Recipient will require the appropriate debarment certification form from all Sub-Recipient contractors and Sub-Recipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

7. Independent Contractor:

Sub-Recipient, and the agents and employees of the Sub-Recipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of StanCOG. Sub-Recipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit StanCOG to any decision or course of action, and will not represent to any person or business that they have such power. Sub-Recipient has

and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Sub-Recipient in the performance of work funded by this Agreement. Sub-Recipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Accounting Records:

- a. Sub-Recipient, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. Sub-Recipient agrees that StanCOG, HCD and the State of California and/or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

9. Reporting and Payment:

- a. On a quarterly basis, Sub-Recipient will provide StanCOG with both (1) a written report on the progress made on the Scope of Work; and (2) an invoice for reimbursement containing attached back up documentation, including itemized receipts clearly showing the amount requested for reimbursement, including vendor name, purchase date, and a description of the items, services procured, or Sub-Recipient staff time billed to the Project; statement of reason to provide a clear explanation of why the expense was incurred, such as a copy of a meeting invitation, event flyer, or a written explanation outlining the business purpose of the expense; and proof of payment. If no receipt is available, a proof of payment (e.g., a canceled check or credit card statement) may be required). Sub-Recipient shall submit the quarterly reports within 30 days of the end of the reporting period. The quarterly report shall be provided by e-mail to StanCOG. Sub-Recipient's written progress report shall be completed as required by StanCOG, and shall be for the periods ending March, June, September and December of each year. StanCOG may provide a reporting template for the Quarterly Report, and the Sub-Recipient shall report all required information on the template provided. Sub-recipient's failure to submit timely, accurate, and complete Quarterly Reports and invoices consistent with the approved Scope of Work and budget (and the REAP grant agreement) may result in payment delay, non-payment, or other actions deemed necessary to ensure compliance

with the REAP program reporting requirements. In addition, StanCOG reserves the right to withhold future reimbursements or funding distributions, and to disallow expenses not properly and timely invoiced or lacking the required reporting information.

- b. Sub-Recipient shall annually report to StanCOG by January 31st for the previous calendar year of the Agreement: (1) detailed status of the Project overall, including subtasks (2) status of the uses and expenditures, including subtasks, (3) an explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for the proposed activities including (a) corresponding impact and measurable outcomes for accelerating infill housing development, (b) reductions in vehicle miles traveled per capita, (c) actions for affirmatively furthering fair housing (d) location of investment, (e) socioeconomic statistics about the impacted geography, and (f) regional impact explanation. Additional information on indicators, outcomes and anticipated changes and other reporting requirements deemed necessary by StanCOG may be required in the Annual Report. StanCOG may provide a reporting template for the Annual Report, and the Sub-Recipient shall report all required information on the template provided.
- c. Payments to Sub-Recipient hereunder will be made in arrears.
- d. Invoices for expenditures incurred prior the Effective Date of this MOU will not be reimbursed.
- e. Sub-Recipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by StanCOG prior to submittal of the first invoice from the Sub-Recipient. Indirect cost rates shall be submitted annually in accordance with StanCOG requirements.
- f. Sub-Recipient will be notified within ten (10) business days following receipt of its invoice by StanCOG of any circumstances or data identified by StanCOG in Sub-Recipient's invoice that would cause withholding of approval and subsequent payment.

10. Audit, Retention and Inspection of Records:

- a. StanCOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500, et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Sub-Recipient agrees to provide StanCOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any

relevant information requested and will permit StanCOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Sub-Recipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Contract, all records must be retained by Sub-Recipient, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

- c. In addition to any other remedies available to StanCOG in law or equity for breach of this Agreement, StanCOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

11. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Sub-Recipient may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, HCD's REAP 2.0 Guidelines, and all applicable provisions of California law.
- b. Any contract entered into as a result of this MOU shall contain all the provisions stipulated in this MOU and shall be applicable to Sub-Recipient's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to StanCOG's project manager.
- c. Sub-Recipient shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this MOU.

12. Assignment:

Sub-Recipient shall not assign or subcontract its duties under this MOU. No subcontract, whether existing or later entered into as set forth herein, under any circumstances shall relieve the Sub-Recipient of its liability and obligation under this contract, and all transactions with StanCOG must be through the Sub-Recipient.

13. Indemnity:

Sub-Recipient specifically agrees to indemnify, defend, and hold harmless StanCOG, its directors, officers, members, boards, committees, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs,

expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this MOU. Sub-Recipient shall pay all costs and expenses that may be incurred by StanCOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this MOU.

14. Amendments:

If HCD, StanCOG or any other State agency having jurisdiction, requires a change to the terms of this MOU, the parties will amend this MOU as necessary, or will terminate it immediately. No alteration or variation of the terms of this MOU will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

15. Termination:

- a. Either party may terminate this MOU for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. If either party issues a notice of termination, StanCOG will reimburse Sub-Recipient for work actually performed up to the effective date of the notice of termination.
- b. Sub-Recipient will have the right to terminate this MOU in the event StanCOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. StanCOG has the right to terminate this agreement should Sub-Recipient fail to perform the Scope of Work in a complete and timely manner or should Sub-Recipient fail to meet the Quarterly, Annual or other reporting requirements deemed necessary by StanCOG provided Sub-Recipient shall have thirty (30) calendar days in which to cure its reporting non-compliance.

This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

Each party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto and shall be effective when executed by both parties.

**Stanislaus Council of Governments, a Joint
Powers Agency**

{Name of Stanislaus County Jurisdiction}

By: _____

Interim Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Marisela H. Garcia
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Monica Streeter
General Counsel

By: _____

Tom Hallinan
Legal Counsel

DRAFT

EXHIBIT A
FUNDING AGREEMENT BETWEEN HCD AND STANCOG

DRAFT

EXHIBIT B
NOTICE OF FUNDING AVAILABILITY AND FINAL GUIDELINES –
METROPOLITAN PLANNING ORGANIZATION ALLOCATION REGIONAL EARLY
ACTION PLANNING GRANT (REAP 2.0)

DRAFT

EXHIBIT C
**SUB-RECIPIENTS REAP 2.0 APPLICATION FOR THE STANCOG TRANSFORMATIVE
SUBALLOCATION PROGRAM**

DRAFT

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 14, 2025
Subject:	Resolution to Approve a Subdivision Improvement Agreement for the River's Edge Subdivision with LGI Homes - California, LLC and Authorizing the City Manager to Execute the Agreement
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua E. Mann, Director of Community Development

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the Subdivision Improvement Agreement ("SIA") with LGI Homes – California, LLC for the River's Edge Subdivision and authorize the City Manager to execute the agreement.

SUMMARY

On October 17, 2023, the Planning Commission adopted Resolution No. 2023-015, approving Vesting Tentative Subdivision Map 02-2023 (Mcroy-Wilbur Communities, Inc.) and related conditions of approval which set forth the infrastructure obligations and conditions related to the site development and build out of 36 residential lots on 8.55 acres located on Central Avenue, between Santa Fe Street and Patterson Road. The site is further identified as Stanislaus County APNs: 062-020-037, -038, & -040 with a physical address of 6472 Central Avenue.

One of the last steps in the subdivision map process is the approval of a final map which subdivides the parcel into the individual lots planned for homes, streets and utilities, and parkland or other public areas. Commonly, there are two ways to achieve a final map. The first way is for the developer to install all required infrastructure improvements (roads, street lighting, water/sewer lines, etc.) in advance of requesting the final map. The second way is to enter into a Subdivision Improvement Agreement ("SIA") and submit bonds, which provide security for the City that the improvements will be completed as required by the tentative map conditions of approval. In the past, the

City has used both methods depending on the individual needs and timelines of each project.

LGI Homes – California, LLC has begun grading and installation of infrastructure improvements. They have also requested City Council approval of their Final Map (listed separately on this agenda as Item 9.4). Pursuant to the Riverbank Municipal Code (“RMC”), approval of the Final Map requires prior approval of an SIA.

Exhibit A to the Resolution is the proposed SIA, which includes the bonding and insurance requirements set forth in the RMC, with project-specific provisions tailored for River’s Edge. Approval of the agreement will enable the developer to move forward with Final Map consideration by the City Council.

The estimated cost of the required infrastructure improvements for River’s Edge is approximately **\$2,180,849.55**. This estimate has been reviewed and approved by the City Engineer. RMC §152.076 requires that two specific improvement securities be filed with the City: the first security (bond) shall secure faithful performance of the agreement in an amount equal to 100% of the estimated cost of the improvements and the second security shall secure the obligations set forth in Cal Govt. Code §66499.3(b) of payment of the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvements, and shall be in an amount equal to 50% of the total estimated cost of the improvements. The RMC provides a variety of options for developers to provide these securities, including the provision of bonds to the City Clerk. The City Attorney reviews these documents as to form.

The estimated parkland obligation for the 36-lot residential subdivision is 0.63 acres, based on a standard density of 3.5 persons per dwelling unit and city’s parkland requirement of 1-acre per 58 dwelling units. The subdivider has indicated an intent to satisfy this obligation through a combination of Park-in-Lieu fees and credits, as outlined in the project’s Subdivision Improvement Agreement.

FINANCIAL IMPACT

There is no direct financial impact to the City from approval of the SIA. The developer is responsible for the full cost of improvements, secured through the required bonds. In addition, the request for map and agreement review was processed through a developer-funded deposit which covers staff time and related costs. As such, no General Fund resources will be used. Approval of the SIA will allow the City to proceed with Final Map approval, facilitating the construction of single-family residential units and associated public infrastructure.

ATTACHMENTS

1. City Council Resolution 2025 -
Exhibit A: Subdivision Improvement Agreement between the City of Riverbank and LGI Homes-California, LLC for River’s Edge – without attachments

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE RIVER'S
EDGE SUBDIVISION AT 6472 CENTRAL AVENUE (APNS 062-020-037, -038, & -
040) WITH LGI HOMES - CALIFORNIA, LLC AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE "CITY COUNCIL" DOES HEREBY RESOLVE THAT:**

WHEREAS, LGI Homes - California, LLC is the owner of the River's Edge, a proposed thirty-six (36) lot residential subdivision on approximately 8.55± acres; and

WHEREAS, on October 17, 2023, the City Council adopted Resolution No. 2023-015, approving Vesting Tentative Subdivision Map No. 02-2023 (McRoy-Wilbur Communities, Inc.) and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of 36 residential lots on 8.55± acres;

WHEREAS, LGI Homes - California, LLC will be requesting that Council consider approval of a Final Map for the River's Edge at tonight's City Council meeting; and

WHEREAS, the River's Edge Subdivision has a parkland dedication obligation of approximately 0.63 acres, which will be satisfied through in-lieu fees and credits as provided in the Subdivision Improvement Agreement; and

WHEREAS, significant infrastructure improvements are required to serve the subdivision and support future growth in the area; and

WHEREAS, LGI Homes – California, LLC has commenced grading and installation of the required improvements but has not yet completed all work necessary to allow for approval of the Final Map; and

WHEREAS, pursuant to the Riverbank Municipal Code, if improvements are incomplete at the time a Final Map is considered, the subdivider must enter into a Subdivision Improvement Agreement ("SIA") secured by bonds or other acceptable securities; and

WHEREAS, City staff, in cooperation with LGI Homes – California, LLC, has prepared the Subdivision Improvement Agreement attached hereto as Exhibit "A," which

sets forth the terms, conditions, and security requirements consistent with City regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby declares the following:

1. The City Council approves the Subdivision Improvement Agreement for the River's Edge Subdivision as presented (**Exhibit A**); and
2. The City Council authorizes and directs the City Manager to execute the Subdivision Improvement Agreement on behalf of the City, subject to receipt and verification of the required securities and any other conditions specified therein.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Exhibit A – Subdivision Improvement Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Riverbank
6707 3rd St.
Riverbank, CA 95367
Attn: City Clerk

Exempt from recording fees
(Government Code §§ 6103 and 27383)

(Space above this line for Recorder's use)

SUBDIVISION IMPROVEMENT AGREEMENT

City of Riverbank

NAME OF PROJECT:

River's Edge
(referred to as "Project")

NAME OF SUBDIVIDER:

LGI Homes – California, LLC
(referred to as "Subdivider")

**PARCEL OR TENTATIVE MAP
APPROVAL(S):**

Vesting Tentative Map 02-2023
(referred to as "Project Approvals")

IMPROVEMENT PLANS:

"Rivers Edge" dated 04/01/2025 by Benchmark
Engineering
(referred to as "Improvement Plans")

ESTIMATED COST OF IMPROVEMENTS:

\$2,180,849.55

COMPLETION PERIOD:

12 months

FORM OF SECURITY:

☒ Surety bond
☐ Letter of Credit
☐ Cash deposit
☐ Other

NAME AND ADDRESS OF SURETY (if applicable):

(Name of Corporate Entity)

This Subdivision Improvement Agreement (“Agreement”) is made and entered into by City of Riverbank, a California municipal corporation (the “City”), and LGI Homes – California, LLC, a California limited liability company (“Subdivider”). City and Subdivider may individually be referred to herein as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. Subdivider owns or controls parcels of land located in City, as more fully described in **Exhibit A** attached hereto (the “Property”).

B. Subdivider seeks to subdivide the Property in accordance with the Project Approvals.

C. The Project is subject to the Subdivision Map Act (Gov. Code, § 66410 et seq.) and City ordinances and regulations related to the filing, approval, and recordation of subdivision maps, and also the requirements and conditions contained in the Project Approvals (collectively, the “Subdivision Laws”).

D. The Parties desire to enter into this Agreement in order to facilitate completion of all improvements required for the Project (“Improvements”).

E. Subdivider is required to prepare Improvement Plans for the construction, installation, and completion of all Improvements required for the Project, subject to City’s approval.

F. The Improvements shall conform to the Subdivision Laws, and all applicable City standards and policies related to the Improvements (collectively, the “Improvement Standards”).

G. Subdivider has filed a Final Map for the Project in accordance with the Subdivision Laws. City will record the Final Map after this Agreement becomes effective, and after Subdivider has provided the securities required for the Improvements, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits that accrue to each, the Parties agree as follows:

AGREEMENT

Section 1. Effective Date. This Agreement shall become effective on the date that all of the following have occurred: (i) City approves Improvement Plans provided by Subdivider; (ii) Subdivider provides securities to City to guarantee completion of the Improvements; and (iii) both Subdivider and City have executed this Agreement (the “Effective Date”).

Section 2. Term. This Agreement shall terminate after (i) City records a Notice of Completion for the Improvements, and (ii) City releases the securities required for the Improvements. Any provisions in this Agreement that are intended to survive such termination, by their express terms or nature of the obligation, shall survive such termination.

Section 3. Estimated Cost of Improvements. The total estimated cost of the Improvements, as provided by Subdivider and reviewed and confirmed by City, is attached hereto as **Exhibit B** ("Cost Estimate").

Section 4. Dedication. Except as otherwise provided in this Agreement or in the action of the City Council approving the Final Map, City hereby rejects all lands, rights-of-way and easements offered for dedication on the Final Map or by separate instrument. Such offers, however, shall remain open and constitute irrevocable offers of dedication in accordance with Government Code § 66477.2.

Section 5. Subdivider Obligations. Subdivider shall perform each of the following obligations throughout the term of this Agreement, as conditions precedent to City's issuance of a building permit for any lot within the Project.

A. Construct and install at Subdivider's own expense all the Improvements, as shown on the Improvement Plans. The Improvement Plans may only be modified by Subdivider subject to prior written approval by City.

B. Commence construction of the Improvements within **three (3) months** from the Effective Date. Subdivider shall notify City in writing three (3) days before the commencement of construction of the Improvements.

C. Complete all Improvements within **twelve (12) months** from the Effective Date, unless otherwise approved or extended in writing by City, after written application by Subdivider. Such written request for extension shall state in reasonable detail the grounds for such extension. In granting any extension of time, City may require new Securities to reflect increases in the costs of constructing the Improvements or any other conditions related to the extension of time.

D. Furnish and pay for all necessary equipment, labor and materials to complete the Improvements in conformity with the Improvement Standards.

E. Replace or repair all public improvements, private property, public utility facilities, and surveying or subdivision monuments that are destroyed or damaged in the performance of the work. Subdivider shall bear the entire cost of any such replacements or repairs. Any repair or replacement work shall be to the satisfaction of City.

F. Provide safe access for inspection of the Improvements by City.

G. Give good and adequate warning to the public of each and every dangerous condition existing on or near the Improvements, and take reasonable action to protect the public from any such dangerous condition.

H. Perform all construction work for the Improvements between 7:00 a.m. and 7:00 p.m. on weekdays (Monday through Friday), unless otherwise approved in writing by City.

I. Require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is

performing any work for the Improvements. Subdivider shall maintain an office with a telephone on the Property. While construction work is being performed on the Improvements, Subdivider or an agent of Subdivider shall be available at the Property within three (3) hours of being called by City.

J. Assume all costs for utility and cable television undergrounding or relocation which is not the responsibility of the cable television, gas, electric, telephone or other utility company under the terms of any franchises with City or otherwise imposed upon the utility companies by law.

K. Obtain and comply with all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

Section 6. Inspections. All Improvements shall be constructed under the inspection of City employees or contractors (collectively "City Inspectors"). Upon completion of the Improvements, Subdivider may request a final inspection by City Inspectors. City shall not record the Notice of Completion unless Subdivider has completed all work in accordance with the Improvement Plans and Improvement Standards. If City Inspectors determine that the Improvements have been completed in accordance with the Improvement Plans and Improvement Standards, certification of the completion of the Improvements shall be presented to the City Council, to accept or reject in its sole discretion, and City shall thereafter record a Notice of Completion for the Improvements. City Inspectors shall have the right to inspect the Improvements for a period of **twelve (12) months** after the Notice of Completion has been recorded. Subdivider shall bear all costs of inspection, including but not limited to, the costs of all third-party inspectors used for the Project.

Section 7. Title to Improvements. City shall not accept any property to be dedicated, or title to the Improvements, unless they are constructed in conformity with the Improvement Plans and Improvement Standards to the satisfaction of City. Subdivider shall retain title to, shall be responsible for, and shall bear the risk of loss to, any of the Improvements constructed or installed, until such time that City accepts the Improvements. Title to and ownership of the Improvements and any real property to be dedicated shall vest absolutely in City upon completion and acceptance of such Improvements. The Improvements shall be entirely free from all liens prior to City's acceptance. Prior to acceptance, at City's request, Subdivider shall supply City with appropriate lien releases, at no cost to and in a form acceptable to City.

Section 8. Acceptance of Improvements. The Improvements shall be deemed accepted only after: (i) acceptance by the City Council upon recommendation of the City Engineer, after satisfactory completion and inspection of all Improvements, and (ii) issuance of a Notice of Completion by the City Engineer. Such acceptance shall not constitute a waiver by City of any defects or deficiencies in the Improvements.

Section 9. Damage to Improvements. Subdivider is solely responsible for the care and maintenance of, and any damage to, the Improvements, prior to final acceptance by City. Subdivider shall replace or repair all Improvements, utility facilities, and monuments that are damaged or destroyed for any reason, regardless of the cause of damage or the ownership of the underlying property. Any repair or replacement shall be to the satisfaction of City.

Section 10. Acquisition and Dedication of Easements or Rights-of-Way. If any of the Improvements are to be constructed or installed on land not within the Property or an already existing public right-of-way, no construction or installation shall commence before:

A. The irrevocable offer of dedication or conveyance to City by Subdivider of appropriate rights-of-way, easements or other interests in real property, as determined by City; or

B. Authorization from the affected property owner to allow construction or installation of the Improvements; or

C. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law (Code Civ. Proc., § 1230.010 et seq.). Subdivider shall comply in all respects with any such order of possession.

Section 11. Repair of Defective Work After Acceptance of Improvements. If, within a period of **one (1) year** after final acceptance of the Improvements, any portion of the Improvements or any work done under this Agreement fails to fulfill any of the requirements of this Agreement or conform to the Improvement Plans or Improvement Standards, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part of the Improvements. If Subdivider fails to act promptly in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before Subdivider can be notified or correct the situation, then City may, at its option, make the necessary repairs or replacements or perform the necessary work. In such event, City shall first call on the Warranty Security (as defined herein) to pay the costs of the work. Subdivider shall remain responsible for the actual cost of the work performed by City plus fifteen percent (15%), excluding the amount received by City under the Warranty Security.

Section 12. Securities.

A. *Types of Security.* Subdivider shall secure completion of the Improvements by providing the following securities (collectively, the “Securities”), to be attached as **Exhibits C through E**:

i. Performance Security. A performance security that is **one hundred percent (100%)** of the total Cost Estimate, securing the Subdivider’s faithful performance and completion of the Improvements (“Performance Security”).

ii. Payment Security. An additional amount that is **fifty percent (50%)** of the total Cost Estimate, securing Subdivider’s payment to any contractor, subcontractor, person renting or supplying equipment, or furnishing labor and materials for the Improvements (“Payment Security”).

iii. Warranty. An additional amount of **twenty-five percent (25%)** of the total Cost Estimate, for the guarantee and warranty of the Improvements against any defective work or labor done, or defective materials, for a period of **one (1) year** following their completion

and acceptance by City ("Warranty Security"). Upon Subdivider's reasonable request, the Warranty Security may be provided after the Final Map is accepted but immediately prior to all public improvements being deemed complete and accepted by City.

B. *Conditions of Security.*

i. Bonds. Any bonds submitted as the Securities shall be executed by a surety company authorized to conduct a surety business in California and shall be in a form as specified by the Subdivision Laws.

ii. Irrevocable. All Securities deposited as bonds under this Agreement shall be irrevocable, shall not be limited as to time (except as to the guarantee and warranty period), and shall provide that they may be released, in whole or part, only upon the written approval of City, as provided under the Subdivision Laws and subdivision C below. All Securities shall expressly obligate the surety for any extension of time authorized by City for Subdivider's completion of the Improvements, whether or not the surety is given notice of such an extension by City.

iii. Replacement. If Subdivider seeks to replace any of the Securities, such replacement security shall: (1) comply with all requirements of this Agreement; (2) be provided by Subdivider to City; and (3) upon written acceptance by City, be deemed to be a part of this Agreement. Upon City's acceptance of a replacement security, the earlier provided Security may be released.

C. *Release of Securities*. The Securities required by this Agreement shall be released in accordance with the Subdivision Laws and the following provisions:

i. Performance Security. City shall release the Performance Security after recording a Notice of Completion for all the Improvements, or as may otherwise be authorized in accordance with the Subdivision Laws.

ii. Payment Security. The Payment Security may, six (6) months after the Notice of Completion is recorded by City, be reduced to an amount equal to the amount of all claims filed related to the Improvements and for which notice has been given to City. The balance of the Payment Security shall be released upon the settlement of all claims and obligations for which the Payment Security was given.

iii. Warranty. The Securities provided for guarantee and warranty of workmanship shall be released after one (1) year following recordation of a Notice of Completion for the Improvements. If, however, City determines there are defects in the Improvements that require correction pursuant to Section 11 above, and Subdivider fails to correct such defects within a reasonable time, City may utilize the Securities to make all necessary corrections, including payment of reasonable expenses and attorney's fees in connection with enforcement of any provision of this Agreement.

D. *Records*. Evidence of the Securities required by this Agreement shall be kept on file with City.

Section 13. Modified Improvements. In the event of changes to the Improvement Standards or other local, state or federal laws applicable to the Improvements occurring after the Effective Date, City reserves the right to require such modifications to Improvements not yet commenced by Subdivider. The modifications shall be incorporated into the Improvement Plans and resubmitted to City for approval prior to construction. Upon receiving written notification from City of the modified Improvements, Subdivider shall resubmit Improvement Plans to City. In the event City requires modifications to the Improvements, Subdivider shall provide an updated Cost Estimate for the Improvements and new Securities in accordance with the updated Cost Estimate, as may be required by City. This Section shall not apply to any Improvements for which Subdivider has already commenced construction.

Section 14. Default of Subdivider.

A. *Breach.* Subdivider shall be deemed to have materially breached this Agreement based on, but not limited to, any of the following occurrences: (i) failure to timely complete construction of the Improvements; (ii) failure to timely cure any defect in the Improvements to the satisfaction of City; (iii) failure to timely deposit additional Securities as may be required by this Agreement; (iv) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (v) the commencement of a foreclosure action against the Project or a portion thereof, or any conveyance in-lieu or in avoidance of foreclosure; or (vi) failure to perform any other material obligation under this Agreement, as determined by the Engineer.

B. *Notice of Breach; Default.* In the event of any material breach of this Agreement, City shall serve written notice upon Subdivider and Subdivider's surety, if any, informing Subdivider and its surety of the breach. Subdivider shall have twenty (20) days from receipt of written notice by City to cure any breach. If the breach is not cured, or significant progress towards curing the breach is not made, Subdivider shall be considered in default.

C. *Remedies; Performance by City.*

i. In the event of Subdivider's default under this Agreement, and the twenty (20)-day cure period has expired without such default having been cured, Subdivider authorizes City to complete all work on the Improvements at the sole expense of Subdivider, and Subdivider authorizes City to utilize the Securities to complete all work on the Improvements and to pay all labor costs of contractors, subcontractors and workers related to the Improvements. In the event of a default by Subdivider, City may (a) take over and complete the Improvements, by contract or by any other method chosen by City, at the expense of Subdivider, (b) Subdivider shall be liable to City for any excess cost or damages incurred by City, including but not limited to costs of suit and attorney's fees, and (c) City may take possession of, and utilize such materials, appliances, equipment, plant and other property belonging to Subdivider as may be necessary for completion of the Improvements.

ii. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all lots within the Project, or to rescind the approval or otherwise revert the Project to acreage.

iii. The failure of City to take an enforcement action with respect to a default or breach, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

iv. In addition to the remedies described in this Section, City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The right of City to draw upon or utilize the Securities is additional to and not in lieu of any other remedy available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's default shall be at the discretion of City.

D. *Lien.* In accordance with the Subdivision Laws (Gov. Code, § 66499), the recordation of this Agreement creates a lien attached to the Property underlying the Project and has the priority of a judgment lien in the amount necessary to complete the Improvements.

Section 15. Other Agreements for Improvements. Nothing contained in this Agreement shall preclude City from entering into agreements with Subdivider or other parties for the apportionment of costs of water or sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefore, nor shall anything in this Agreement commit City to any such apportionment.

Section 16. Indemnity.

A. *No Liability.* City elected and appointed councils, commissions, officers, agents, employees and representatives ("City Agents") shall not be liable or responsible for any accident, loss or damage relating to the Improvements prior to completion of the Improvements. All such risks shall be the responsibility of and are hereby expressly assumed by Subdivider.

B. *Indemnity/Hold Harmless.* City and City Agents shall not be liable, and Subdivider agrees to indemnify, hold harmless, and defend City and City Agents from any and all liability for claims of damage which may arise as a result of any negligent acts or omissions by Subdivider or its agents, contractors, or employees in connection with the construction or operation of the Improvements. This indemnification and agreement to hold harmless shall extend to (i) injuries to persons and property, (ii) the taking of property resulting from the design or construction of the Project and the Improvements, and (iii) injuries to adjacent property owners as a consequence of the construction of the Project and the Improvements. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage covered by this Section.

C. *Indemnity of Project Approval.* Subdivider shall defend, indemnify, and hold harmless City and City Agents from any claim, action, or proceeding to attack, set aside, void, or annul, any approval by City concerning the Project. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by Subdivider. City shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any Improvements.

D. *Design Defects.* After acceptance of the Improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by a latent design or construction defect. Provisions of this paragraph shall remain in full force and effect for ten (10) years following acceptance by City of the Improvements. It is the intent of this Section that Subdivider shall be responsible for all liability for design and construction of the Improvements pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting the Improvements.

Section 17. Insurance. Prior to commencing work on the Improvements, Subdivider shall present to City proof of insurance for the following policies, in a form acceptable to City.

A. Commercial General Liability. No less than Two Million Dollars (\$2,000,000.00) per occurrence and an aggregate limit of not less than Four Million Dollars (\$4,000,000.00). Such insurance shall also:

i. Name City and City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to City and City Agents.

ii. Be primary with respect to any insurance or self-insurance programs covering City and City Agents.

B. Automotive Liability Insurance. No less than Two Million Dollars (\$2,000,000.00) for each occurrence. Such insurance shall also:

i. Name City and City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to City and City Agents.

ii. Be primary with respect to any insurance or self-insurance programs covering City and City Agents; and

iii. Workers' Compensation and Employers' Liability Insurance. Subdivider and its subcontractors shall, to the extent required by California law, maintain workers' compensation insurance and, to the extent applicable, Employer's Liability Insurance. The Employer's Liability Insurance shall be no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Section 18. Administration. The department director primarily responsible for the Project shall interpret and administer this Agreement on behalf of City ("Director"). Any decision by the Director may be appealed to the City Manager. Should a disagreement arise between the Parties with respect to the City Manager's interpretation or administration of any provision of this Agreement, such decision may be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 19. Notices. Any notice or communication pertaining to this Agreement shall be sent to the addresses below in writing and delivered personally; or deposited with a courier service or in the United States mail. All notices and communications sent by personal delivery, courier service, or mail shall be accompanied by a copy sent by email to the addresses specified below. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been received on the first to occur of (A) actual receipt by any of the addressees specified below, or (B) three (3) days after a registered or certified letter containing such notice, properly addressed, is deposited in the United States mail. If given by courier service, a notice or communication shall be deemed to have been received on the date delivered as shown on a receipt issued by the courier. Either Party may update the contact information below at any time.

If to City: City of Riverbank
6707 Third St.
Riverbank CA 95367
Attn: Community Development Director
Email: jmann@riverbank.org

with copies to: City of Riverbank
6707 Third St.
Riverbank CA 95367
Attn: City Clerk
Email: ghernandez@riverbank.org

White Brenner LLP
1608 T St.
Sacramento, CA 95811
Email: thallinan@whitebrennerllp.com

If to Subdivider: LGI Homes – California, LLC
Attn: Evan Licht & Jonathan Liesch
2251 Douglas Blvd, Suite 110
Roseville, CA 95561
Email: evan.licht@lgihomes.com &
Jonathan.liesch@lgihomes.com

Section 20. General Provisions:

A. *Recitals.* The recitals above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and the Sections contained in this Agreement, the Sections shall prevail.

B. *Governing Law; Venue.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for any legal proceedings initiated in connection with this Agreement shall be in the Superior Court for Stanislaus County.

C. *Compliance with Laws.* Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement, including but not limited to all Subdivision Laws, Improvement Standards, and all federal, state and local labor laws. Subdivider shall, at its expense, be responsible for obtaining all applicable licenses and permits.

D. *Severability.* If any provision of this Agreement is held invalid by a court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

E. *Waiver.* The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

F. *Integration.* It is the intention of the Parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties with respect to the subject matter contained herein.

G. *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

H. *Calendar Days.* Unless otherwise specified, all “days” referred to in this Agreement are calendar days.

I. *No Agency Relationship.* Neither Subdivider nor any of Subdivider’s agents, contractors, or employees are or shall be considered to be agents of City in connection with the performance of Subdivider’s obligations under this Agreement.

J. *Assignment.* Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of City. City shall not release any Security given to secure the performance of any Improvements not assigned.

K. *Covenant Running With the Land.* All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

L. *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

M. *Further Acts.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

N. *Time is of the Essence.* Time is of the essence in this Agreement in each covenant and term and condition herein.

O. *Authority.* Each Party executing this Agreement certifies, in their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

P. *Construction and Interpretation.* It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to review this Agreement and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing this Agreement.

Q. *Attorney Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

R. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties. Any approval or consent that is to be given by City pursuant to this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

S. *Exhibits.* All exhibits attached hereto are incorporated into and made part of this Agreement:

Exhibit A: Legal Description of Property
Exhibit B: Cost Estimate for Improvements
Exhibit C: Performance Security
Exhibit D: Payment Security
Exhibit E: Warranty Security

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates signed below.

CITY:

City of Riverbank,
a California municipality

SUBDIVIDER:

LGI Homes – California, LLC,
a California limited liability company

By: _____
Marisela Garcia, City Manager

By: _____

Print: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Print: _____
City Clerk

APPROVED AS TO FORM:

By: _____

Print: _____
City Attorney

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Property

EXHIBIT A

The land referred to is situated in the County of Stanislaus, City of Riverbank, State of California, and is described as follows:

PARCEL ONE:

That certain parcel shown as "Designated Remainder" on the Map entitled "River's Edge - South": filed for record March 5, 2024 in Book 58 of Maps at Page 91, in the Office of the County Recorder of Stanislaus County.

APN: 062-020-040-000

PARCEL TWO:

That certain parcel shown as "Lot A" on the Map entitled "River's Edge - South": filed for record March 5, 2024 in Book 58 of Maps at Page 91, in the Office of the County Recorder of Stanislaus County.

APN: 062-020-038-000

PARCEL THREE:

That certain parcel shown as "Designated Remainder" on the map entitled "River's Edge - North" filed for record March 5, 2024 in Book 58 of Maps, Page 92, in the Office of the County Recorder of Stanislaus County.

Excepting therefrom that portion thereof shown as "2' Fee Simple Dedication for Central Avenue": lying within the westerly 2 feet of said Designated Remainder, as dedicated to and accepted by the City of Riverbank, in fee, on the map entitled "River's Edge - North" filed for record March 5, 2024 in Book 58 of Maps, Page 92, in the Office of the County Recorder of Stanislaus County.

APN: 062-020-037-000

EXHIBIT B

Cost Estimate for Improvements



**BENCHMARK
ENGINEERING**

JOB #141610
AUGUST 13, 2024

**ENGINEER'S BOND ESTIMATE
FOR
RIVER'S EDGE
36 LOTS
RIVERBANK, CALIFORNIA**

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
A. SITE PREPARATION					
1.	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2.	SITE CLEARING & GRADING	LS	1	\$20,912.00	\$20,912.00
3.	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00
4.	REMOVE EX. BARRICADE	LF	33	\$8.00	\$264.00
5.	SAWCUT EXISITNG PAVEMENT	LF	628	\$1.50	\$942.00
6.	REMOVE EXISTING PAVEMENT	SF	629	\$2.50	\$1,572.50
SUB-TOTAL					\$48,690.50
B. WATER					
1.	8" WATER	LF	649	\$75.00	\$48,675.00
2.	8" WATER VALVE	EA	3	\$2,200.00	\$6,600.00
3.	12" WATER	LF	660	\$100.00	\$66,000.00
4.	12" WATER VALVE	EA	5	\$4,500.00	\$22,500.00
5.	FIRE HYDRANT W/ RUN, BURY, & VALVE	EA	4	\$7,800.00	\$31,200.00
6.	CONNECT TO EXISTING	EA	3	\$2,500.00	\$7,500.00
7.	1" WATER SERVICE	EA	35	\$2,000.00	\$70,000.00
8.	CONNECT 1" WATER SERVICE TO EXISTING WATER LINE	EA	3	\$3,500.00	\$10,500.00
SUB-TOTAL					\$262,975.00
C. STORM DRAIN					
1.	12" STORM	LF	150	\$60.00	\$9,000.00
2.	STANDARD MANHOLE	EA	1	\$4,750.00	\$4,750.00
3.	STANDARD CATCH BASIN	EA	6	\$3,200.00	\$19,200.00
4.	CONNECT TO EXISTING MANHOLE	EA	4	\$2,500.00	\$10,000.00
5.	CONSTRUCT STANDARD MANHOLE ON EXISITNG STORM	EA	1	\$2,500.00	\$2,500.00
6.	STUB AND PLUG STORM DRAIN	EA	1	\$1,000.00	\$1,000.00
SUB-TOTAL					\$46,450.00
D. SEWER					
1.	6" SEWER	LF	1,128	\$65.00	\$73,320.00
2.	STANDARD MANHOLE	EA	8	\$4,750.00	\$38,000.00
3.	STANDARD LAMPHOLE	EA	4	\$2,500.00	\$10,000.00
5.	4" SEWER LATERALS	EA	34	\$1,500.00	\$51,000.00
6.	CONNECT 4" SEWER LATERALS TO EXISITING SEWER	EA	4	\$2,200.00	\$8,800.00
7.	CONSTRUCT SEWER MANHOLE ON EXISTING SEWER	EA	3	\$3,000.00	\$9,000.00
SUB-TOTAL					\$190,120.00

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
E. CONCRETE					
1.	6" VERTICAL CURB & GUTTER	LF	1,895	\$27.00	\$51,165.00
2.	ROLLED CURB	LF	1,361	\$27.00	\$36,747.00
3.	5' SIDEWALK INCLUDING RETURNS	SF	17,515	\$7.00	\$122,605.00
4.	ACCESSIBLE RAMP (LABOR ONLY)	EA	6	\$900.00	\$5,400.00
5.	STANDARD RESIDENTIAL DRIVEWAY	EA	13	\$1,500.00	\$19,500.00
6.	73' WIDE RESIDENTIAL DRIVEWAY	EA	1	\$3,500.00	\$3,500.00
7.	ROLLED CURB RESIDENTIAL DRIVEWAY	EA	24	\$1,200.00	\$28,800.00
SUB-TOTAL					\$267,717.00
F. PAVEMENT					
1.	2.5" AC / 4" AB	SF	28,184	\$4.00	\$112,736.00
2.	3" AC / 6" AB	SF	26,716	\$4.50	\$120,222.00
3.	MONUMENT WELL	EA	10	\$350.00	\$3,500.00
SUB-TOTAL					\$236,458.00
G. ELECTROLIERS					
1.	60W LED ELECTROLIERS	EA	6	\$5,200.00	\$31,200.00
SUB-TOTAL					\$31,200.00
H. MISCELANEOUS					
1.	PAVEMENT STRIPING & SIGNAGE	LS	1	\$8,500.00	\$8,500.00
2.	EROSION CONTROL	LS	1	\$15,000.00	\$15,000.00
3.	MASONRY RETAINING WALL	LF	692	\$180.00	\$124,560.00
4.	BASIN EXPANSION	LS	1	\$750,000.00	\$750,000.00
5.	BARRICADE AND HEADERBOARD	LF	20	\$46.00	\$920.00
SUB-TOTAL					\$898,980.00
CONSTRUCTION TOTAL=====>					\$1,982,590.50
10% CONTINGENCY=====>					\$198,259.05
CONSTRUCTION GRAND TOTAL=====>					\$2,180,849.55

PREPARED BY KA
REVIEWED BY MR

EXHIBIT C

Performance Security

EXHIBIT D

Payment Security

EXHIBIT E

Warranty Security

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.6

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 14, 2025
Subject:	Resolution to Approve a Final Map for the River's Edge Subdivision – APNS: 062-020-037, -038, & -040
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua E. Mann, Director of Community Development

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the Final Map for the River's Edge Subdivision (LGI Homes – California, LLC) upon finding that the map is in substantial conformance with the provisions of the Subdivision Map Act, the Riverbank Municipal Code, and the conditions of approval established by Vesting Tentative Subdivision Map 02-2023.

BACKGROUND

The developer, LGI Homes – California, LLC, has submitted a request to record the Final Map for the 36-lot single-family residential subdivision known as River's Edge. The project site is located on Central Avenue, between Santa Fe Street and Patterson Road (see Exhibit A of Attachment 1 – City Council Resolution 2025-xx). The property is identified as Stanislaus County APNs 062-020-037, -038, & -040, with a physical address of 6472 Central Avenue.

On October 17, 2023, the Planning Commission adopted Resolution No. 2023-015, approving Vesting Tentative Subdivision Map 02-2023 (McRoy-Wilbur Communities, Inc.) with related conditions of approval. These conditions establish the infrastructure obligations and requirements for development and buildout of the 36 residential lots on an 8.55-acre site (see Attachment 2 – Planning Commission Resolution No. 2023-015 with Tentative Map). The project's Subdivision Improvement Agreement (SIA) is being processed concurrently and is included on the same City Council agenda as this Final Map request under Item 9.4

FINDINGS & REVIEW

Pursuant to Riverbank Municipal Code Section §152.074(C)(2), the City Council shall approve a Final Map if it determines the map conforms to the provisions of State law and the City's subdivision regulations. If it does not conform, the Council must deny the map and provide written reasons for its decision.

The City Engineer and Community Development Director have reviewed the Final Map (see Exhibit A of Attachment 1 – City Council Resolution 2025-xx) and confirmed that it substantially complies with City standards and the conditions established in the approved Tentative Map. The developer has also submitted security bonds and an engineer's estimate of the remaining improvements to be constructed. City staff has reviewed and verified the estimate and bond amounts to ensure they appropriately reflect the cost of unfinished improvements.

In accordance with the State Subdivision Map Act and the Riverbank Municipal Code, new residential subdivisions must provide parkland or pay in-lieu fees to ensure adequate recreational facilities are available for future residents. For the proposed 36-lot subdivision, the estimated parkland obligation is approximately 0.63 acres. This requirement may be met either through the dedication of land within the subdivision or by payment of in-lieu park fees at the time the Final Map is recorded.

ENVIRONMENTAL REVIEW (CEQA)

The action of approving a Final Map by the City Council is exempt under the California Environmental Quality Act (CEQA); Statutory Exemptions, Section 15268(b)(3) Ministerial Projects. Therefore, no further environmental review is required. Upon approval of the Final Map by the City Council, a Notice of Exemption will be filed with the Stanislaus County Clerk-Recorder's office.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with approval of the Final Map. The cost of map review, including staff time for engineering and planning review, is fully funded by the applicant through a deposit account established for this project. These funds are used to reimburse City staff and consultants for their time and ensure that the processing of the Final Map does not draw on General Fund resources.

ATTACHMENTS

1. City Council Resolution 2025-
Exhibit A: River's Edge Final Map
2. Planning Commission Resolution No. 2023-015 with Tentative Map

CITY OF RIVERBANK

RESOLUTION 2025 -

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE FINAL MAP FOR THE RIVER'S EDGE SUBDIVISION
AT 6472 CENTRAL AVENUE (APNS 062-020-037, -038, & -040)**

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, LGI Homes – California, LLC is the property owner and applicant for the River's Edge Final Map; and

WHEREAS, on October 17, 2023, the Planning Commission adopted Resolution No. 2023-015 approving Vesting Tentative Subdivision Map No. 02-2023 (Mcroy-Wilbur Communities, Inc.) for thirty-six (36) residential lots on 8.55± acres of land within the city limits of Riverbank; and

WHEREAS, the City has now received a Final Map application to subdivide the approximately 8.55± acre site into thirty-six (36) residential lots at the subject site; and

WHEREAS, the estimated parkland obligation for the 36-lot residential subdivision is 0.63 acres; and

WHEREAS, the City Engineer and Director of Community Development have reviewed the Final Map and have determined that the plans are in substantial compliance with city standards and with the conditions placed upon the Tentative Map; and

WHEREAS, pursuant to Riverbank Municipal Code Section §152.074 (C)(2), the City Council shall, at the meeting at which it receives the map or at its next regular meeting after the meeting at which it receives the map, approve the map if it is determined to be in conformity with the provisions of law and of this chapter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Engineer to record the River's Edge Final Map (**Exhibit A**) for LGI Homes – California, LLC upon determination that the map is in conformity with the provisions of state law.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel hernandez
Mayor

Attachment: Exhibit A - Final Map

OWNER’S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNER OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW AND WITHIN THE SUBDIVISION BOUNDARY IS HEREBY OFFERED FOR DEDICATION IN FEE SIMPLE TO THE CITY OF RIVERBANK FOR PUBLIC USE: SIERRA STREET, GALLANT FOX, JUSTIFY LANE, SIR BARTON COURT, AND LOT A.

THE REAL PROPERTY DESCRIBED BELOW AND WITHIN THE SUBDIVISION BOUNDARY IS HEREBY OFFERED FOR DEDICATION AS AN EASEMENT TO THE CITY OF RIVERBANK FOR THE PUBLIC USE: THE AREAS DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE) AND "SIDEWALK EASEMENT" (SE) FOR THE INSTALLATION, CONSTRUCTION, AND MAINTENANCE OF SAID IMPROVEMENTS AND ALL RELATED APPURTENANCES, INCLUDING THE RIGHT OF ACCESS FOR MAINTENANCE OF SAID IMPROVEMENTS.

OWNER: LGI HOMES – CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
EVAN LIGHT – OFFICER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF _____

ON _____, 20____, BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____ COMMISSION NUMBER: _____

PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____

RIVER’S EDGE

BEING A SUBDIVISION OF LOT A AND THE DESIGNATED REMAINDER AS SHOWN ON RIVER’S EDGE – SOUTH, FILED IN BOOK 58 OF PARCEL MAPS, AT PAGE 91, STANISLAUS COUNTY RECORDS, AND THE DESIGNATED REMAINDER AS SHOWN ON RIVER’S EDGE – NORTH, FILED IN BOOK 58 OF PARCEL MAPS, AT PAGE 92, STANISLAUS COUNTY RECORDS, LYING IN A PORTION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA JANUARY 2025

B

BENCHMARK ENGINEERING
CIVIL ENGINEERING, PLANNING, AND LAND SURVEYING
4265 SPYRES WAY, SUITE A, MODESTO, CALIFORNIA, 95356 (209) 548-9300

TAX COLLECTOR’S CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, SCHOOLS, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

ASSESSOR’S PARCEL NO. _____

DATED THIS _____ DAY OF _____, 20____.

DONNA RILEY
STANISLAUS COUNTY TAX COLLECTOR

BY: _____, DEPUTY

PRINT NAME: _____

CLERK OF THE BOARD OF SUPERVISOR’S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS:

(CHECK ONE) ☐ A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

☐ B. RECEIPTED TAX BILL OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 20____.

ELIZABETH A. KING, CLERK OF THE BOARD OF SUPERVISORS,
COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

BY: _____, DEPUTY

PRINT NAME: _____

PLANNING COMMISSION STATEMENT

THIS IS TO CERTIFY THAT THIS MAP CONFORMS TO THE TENTATIVE MAP RECOMMENDED BY THE PLANNING COMMISSION AT A DULY AUTHORIZED MEETING HELD ON OCTOBER 17, 2023, AND APPROVED BY THE CITY COUNCIL AT A DULY AUTHORIZED MEETING HELD ON NOVEMBER 14, 2023.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
SECRETARY OF THE PLANNING COMMISSION
CITY OF RIVERBANK

PRINT NAME _____

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF McROY–WILBUR COMMUNITIES, INC. IN DECEMBER 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE MAY 2026, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 20____.

PRELIMINARY FOR REVIEW ONLY
MICHAEL HALTERMAN P.L.S. 8040



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND STATE THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES OF THE CITY OF RIVERBANK, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF ANY.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
WILLIAM F. KULL, R.C.E. 34935
CITY ENGINEER, CITY OF RIVERBANK

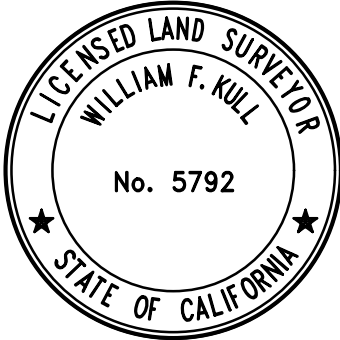


CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS ACCOMPANYING MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
WILLIAM F. KULL, L.S. 5792
CITY SURVEYOR, CITY OF RIVERBANK



CITY CLERK’S STATEMENT

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, THE CITY COUNCIL OF THE CITY OF RIVERBANK, COUNTY OF STANISLAUS, APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC, FOR PUBLIC PURPOSES, THE DEDICATION OF REAL PROPERTY IN FEE SIMPLE FOR PUBLIC USE, SIERRA STREET, GALLANT FOX COURT, JUSTIFY LANE, SIR BARTON COURT, AND LOT A, AND ALSO ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC PURPOSES, THE DEDICATION OF REAL PROPERTY AS AN EASEMENT, THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE) AND "SIDEWALK EASEMENT" (SE) LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION, SAID ACCEPTANCE IS MADE UNDER THE AUTHORITY OF RIVERBANK CITY COUNCIL RESOLUTION No. 98.97, ADOPTED AUGUST 24, 1998.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
GABRIELA HERNANDEZ
CITY CLERK, CITY OF RIVERBANK

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ O’CLOCK ____ M.

IN BOOK _____ OF MAPS AT PAGE _____, S.C.R.

AT THE REQUEST OF LGI HOMES.

DONNA LINDER
STANISLAUS COUNTY RECORDER FEE: _____

BY: _____, DEPUTY

PRINT NAME _____

RIVER'S EDGE

BEING A SUBDIVISION OF LOT A AND THE DESIGNATED REMAINDER AS SHOWN ON RIVER'S EDGE – SOUTH, FILED IN BOOK 58 OF PARCEL MAPS, AT PAGE 91, STANISLAUS COUNTY RECORDS, AND THE DESIGNATED REMAINDER AS SHOWN ON RIVER'S EDGE – NORTH, FILED IN BOOK 58 OF PARCEL MAPS, AT PAGE 92, STANISLAUS COUNTY RECORDS, LYING IN A PORTION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
JANUARY 2025



BENCHMARK ENGINEERING

CIVIL ENGINEERING, PLANNING, AND LAND SURVEYING
4265 SPYRES WAY, SUITE A, MODESTO, CALIFORNIA, 95356 (209) 548-9300

REFERENCES

- (A) RIVER'S EDGE – NORTH, BOOK 58 OF MAPS, PAGE 92, S.C.R.
(B) RIVER'S EDGE – SOUTH, BOOK 58 OF MAPS, PAGE 91, S.C.R.
(C) DIAMOND BAR WEST, BOOK 44 OF MAPS, PAGE 47, S.C.R.
(D) DIAMOND BAR EAST, BOOK 45 OF MAPS, PAGE 32, S.C.R.
(E) RECORD OF SURVEY, BOOK 18 OF SURVEYS, PAGE 32, S.C.R.
(F) PARCEL MAP, BOOK 54 OF PARCEL MAPS, PAGE 29, S.C.R.
(G) RIVERBANK IRRIGATED FARMS, BOOK 7 OF MAPS, PAGE 23, S.C.R.

LEGEND

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

- FOUND 3/4" IRON PIPE TAGGED LS 8040 PER (A) OR (B), OR AS NOTED.
 - ⊙ FOUND 1/2" IRON PIPE TAGGED LS 8225 IN MONUMENT WELL PER (C)
 - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00 FOOT PROJECTION OF ALL LOT LINES INTO STREET AND AT ALL RIGHT-OF-WAY ANGLE, UNLESS NOTED OTHERWISE
- O.R. OFFICIAL RECORDS
D.N. DOCUMENT NUMBER
PM PARCEL MAP
(M) MEASURED ON THIS SURVEY
(R) RADIAL BEARING
PUE PUBLIC UTILITY EASEMENT
SE SIDEWALK EASEMENT
C42 CURVE TABLE REFERENCE
* CALCULATED FROM RECORD
WC WITNESS CORNER, DISTANCE DENOTED, MEASURED ALONG LOT LINE

NOTES

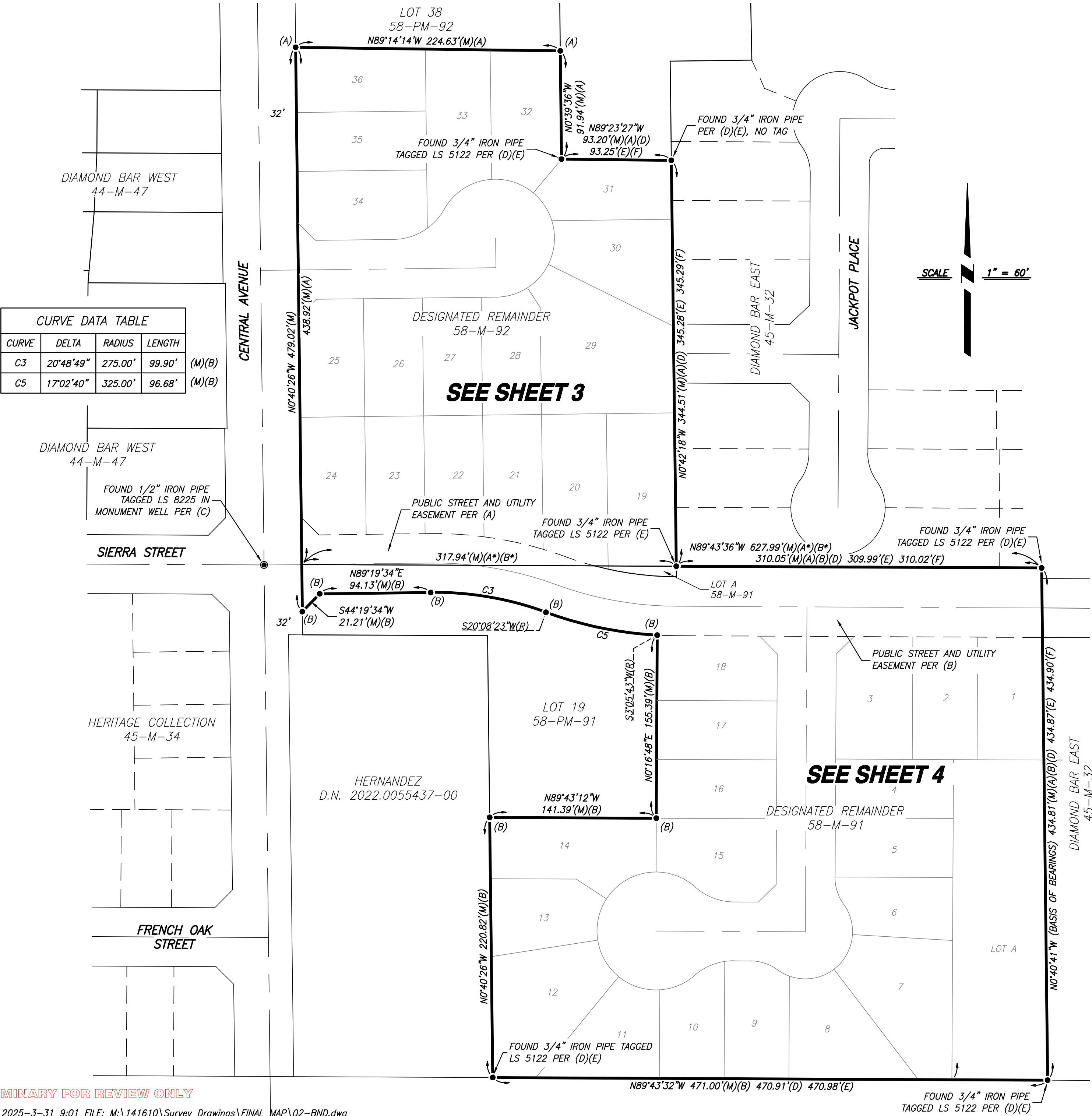
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.

SUBDIVISION SUMMARY

36 LOTS	5.01 ACRES
LOT A	0.49 ACRES
STREETS	1.73 ACRES
TOTAL	7.23 ACRES

BASIS OF BEARINGS

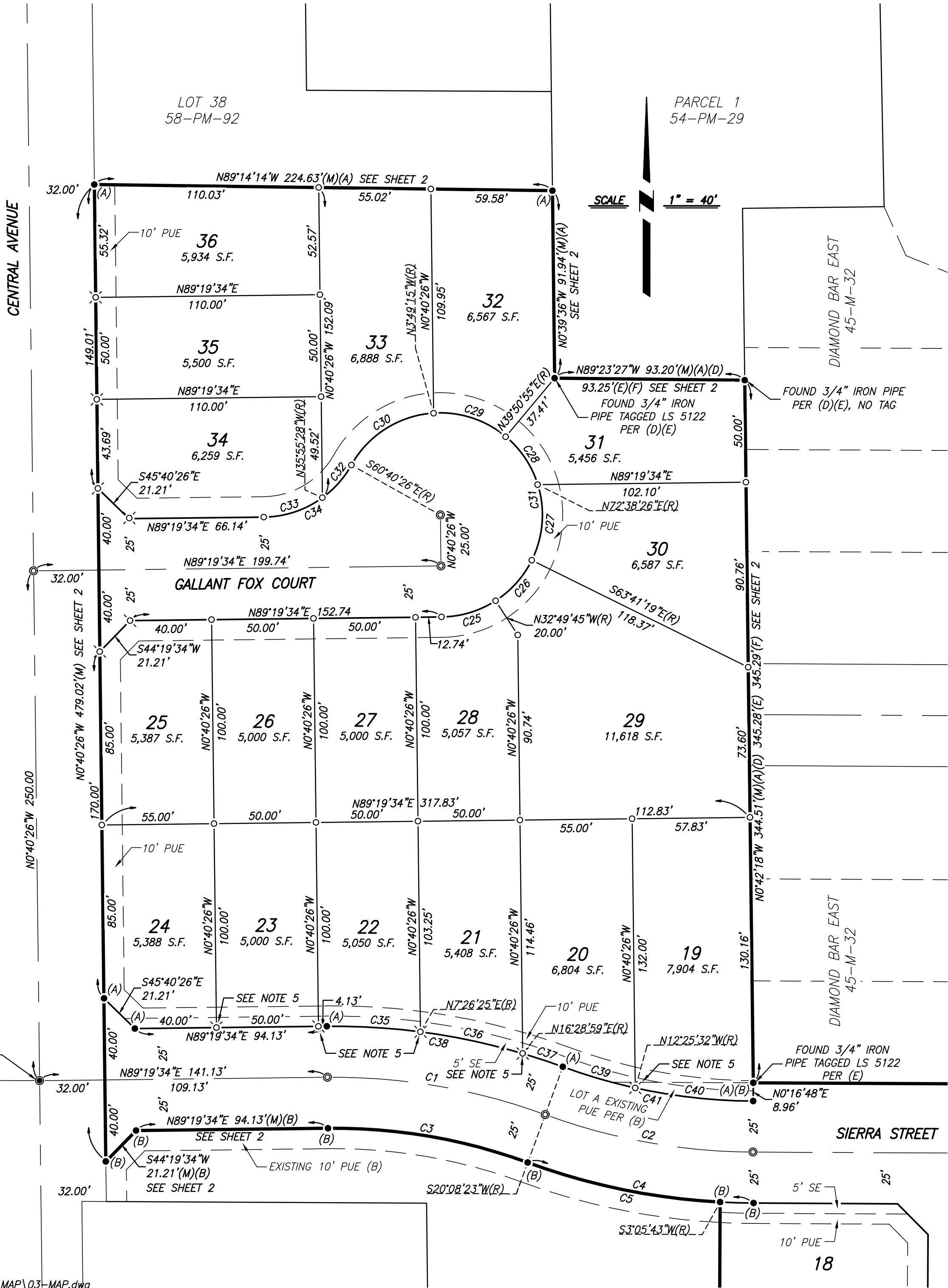
THE BEARING OF N0°40'41"W FOR THE EAST BOUNDARY OF THE DESIGNATED REMAINDER AS SHOWN ON REFERENCE (B), WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



PRELIMINARY FOR REVIEW ONLY

DATE: 2025-3-31 9:01 FILE: M:\141610\Survey Drawings\FINAL MAP\02-BND.dwg

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°48'49"	300.00'	108.98'
C2	19°51'35"	300.00'	103.99'
C3	20°48'49"	275.00'	99.90'
C4	19°51'35"	325.00'	112.65'
C5	17°02'40"	325.00'	96.68'
C25	32°09'19"	50.00'	28.06'
C26	30°51'34"	50.00'	26.93'
C27	43°40'15"	50.00'	38.11'
C28	32°47'31"	50.00'	28.62'
C29	43°40'10"	50.00'	38.11'
C30	56°51'11"	50.00'	49.61'
C31	24°00'00"	50.00'	209.44'
C32	24°44'58"	50.00'	21.60'
C33	35°15'02"	50.00'	30.76'
C34	60°00'00"	50.00'	52.36'
C35	8°06'51"	325.00'	46.03'
C36	9°02'34"	325.00'	51.29'
C37	3°39'24"	325.00'	20.74'
C38	20°48'49"	325.00'	118.06'
C39	7°42'52"	275.00'	37.03'
C40	12°08'44"	275.00'	58.29'
C41	19°51'35"	275.00'	95.32'



RIVER'S EDGE

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B

BENCHMARK ENGINEERING

CIVIL ENGINEERING, PLANNING, AND LAND SURVEYING

4265 SPYRES WAY, SUITE A, MODESTO, CALIFORNIA, 95356 (209) 548-9300

REFERENCES

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(F) PARCEL MAP, BOOK 54 OF PARCEL MAPS, PAGE 29, S.C.R.
(G) RIVERBANK IRRIGATED FARMS, BOOK 7 OF MAPS, PAGE 23, S.C.R.

LEGEND

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
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- O.R. OFFICIAL RECORDS
D.N. DOCUMENT NUMBER
PM PARCEL MAP
(M) MEASURED ON THIS SURVEY
(R) RADIAL BEARING
PUE PUBLIC UTILITY EASEMENT
C42 CURVE TABLE REFERENCE
* CALCULATED FROM RECORD
WC WITNESS CORNER, DISTANCE DENOTED, MEASURED ALONG LOT LINE

NOTES

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- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.
- SEE SHEET 2 FOR BASIS OF BEARINGS.
- SET BRASS TAG STAMPED LS 8040 IN CONCRETE AS 1.00' WITNESS CORNER ALONG LOT LINE AND AS A 1.00' BY 1.00' WITNESS CORNER ALL RIGHT-OF-WAY ANGLE POINTS.

PRELIMINARY FOR REVIEW ONLY

DATE: 2025-3-31 9:00 FILE: M:\141610\Survey Drawings\FINAL MAP\03-MAP.dwg

SEE SHEET 3

DIAMOND BAR EAST
45-M-32

RIVER'S EDGE

BEING A SUBDIVISION OF LOT A AND THE DESIGNATED REMAINDER AS SHOWN
ON RIVER'S EDGE – SOUTH, FILED IN BOOK 58 OF PARCEL MAPS, AT PAGE 91,
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CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
JANUARY 2025



BENCHMARK ENGINEERING

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LEGEND

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O.R. OFFICIAL RECORDS

D.N. DOCUMENT NUMBER

PM PARCEL MAP

(M) MEASURED ON THIS SURVEY

(R) RADIAL BEARING

PUE PUBLIC UTILITY EASEMENT

C42 CURVE TABLE REFERENCE

* CALCULATED FROM RECORD

WC WITNESS CORNER. DISTANCE DENOTED, MEASURED ALONG LOT LINE

NOTES

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2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.
4. SEE SHEET 2 FOR BASIS OF BEARINGS.
5. LOT 4 IS FOR EXPANSION OF THE STORM DRAIN BASIN LYING DIRECTLY EAST OF THIS MAP, AND IS DEDICATED TO THE CITY OF RIVERBANK BY THIS MAP.
6. SET BRASS TAG STAMPED LS 8040 IN CONCRETE AS 1.00" WITNESS CORNER ALONG LOT LINE AND AS A 1.00" BY 1.00" WITNESS CORNER ALL RIGHT-OF-WAY ANGLE POINTS.

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	19°51'35"	300.00'	103.99'
C4	19°51'35"	325.00'	112.65'
C5	17°02'40"	325.00'	96.68'
C6	2°48'55"	325.00'	15.97'
C7	41°24'35"	50.00'	36.14'
C8	41°33'38"	50.00'	36.27'
C9	57°05'25"	50.00'	49.82'
C10	41°50'59"	50.00'	36.52'
C11	41°50'59"	50.00'	36.52'
C12	42°58'02"	50.00'	37.50'
C13	37°30'07"	50.00'	32.73'
C14	262°49'09"	50.00'	229.35'
C15	32°30'31"	50.00'	28.37'
C16	8°54'03"	50.00'	7.77'
C17	41°24'35"	50.00'	36.14'
C18	35°39'33"	40.00'	24.89'
C19	16°10'39"	40.00'	11.29'
C20	57°08'36"	40.00'	39.89'
C21	49°14'55"	40.00'	34.38'
C22	38°44'56"	40.00'	27.05'
C23	161°19'05"	40.00'	112.62'
C24	35°39'33"	40.00'	24.89'
C41	19°51'35"	275.00'	95.32'

 $(M)(B)$

LOT 19
58-PM-91

LOT A
21.471 S.F.

SCALE 1" = 40'

DIAMOND BAR EAST
45-M-32

B.N. & S.F. RAILROAD

PRELIMINARY FOR REVIEW ONLY

DATE: 2025-3-31 8:58 FILE: M:\141610\Survey Drawings\FINAL MAP\04-MAP.dwg

SHEET 4 OF 4

**City of Riverbank
Planning Commission
Resolution No. 2023-015**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF RIVERBANK APPROVING VESTING TENTATIVE MAP 02-2023
TO SUBDIVIDE 8.55 ACRES INTO 36 PLANNED DEVELOPMENT
SINGLE FAMILY RESIDENTIAL LOTS, LOCATED AT
6612 AND 6472 CENTRAL AVENUE APN: 062-020-018 AND 062-020-031**

WHEREAS, a vesting tentative map application has been received from McRoy-Wilbur Communities, Inc., to divide a parcel (APNs 062-020-018, -031) of 8.55 acres, into 36 Planned Development single family residential lots, residential streets and a basin; and

WHEREAS, the project site is currently zoned Single Family Residential (R-1) and the application includes a request to rezone the property to Planned Development (PD); and

WHEREAS, the property has a General Plan Land Use designation of Medium Density Residential (MDR) and the application also includes a request for a General Plan Amendment to redesignate the property as Lower Density Residential (LDR); and

WHEREAS, the City Subdivision Ordinance, Section 152.037 states that as a condition of approval of a tentative map, the Subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.31 acres; and

WHEREAS, the proposed tentative map is consistent with the following General Plan policies discussed at length in the staff report: Policy Design 1.6, Policy Design 3.2, and Policy Design 5.1; and

WHEREAS, Vesting Tentative Map 02-2023 was reviewed by the Riverbank Planning Commission at a regular meeting held on October 17, 2023 in the manner prescribed by law; and

WHEREAS, the Planning Commission did consider a proposed Exemption pursuant to the California Environmental Quality Act and considers this to be the appropriate level of environmental review in this case. The Planning Commission finds that the proposed project is exempt from further analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects.; and

WHEREAS, the Riverbank Planning Commission recommends approval of the requested Vesting Tentative Map date-stamped September 13, 2023, prepared by Benchmark Engineering, Inc., modified by adopted Conditions of Approval, and incorporated herein as a part of this Planning Commission Resolution; and

WHEREAS, the Planning Commission of the City of Riverbank hereby finds and adopts the following findings:

- A. The project is consistent with the General Plan with modification by the adopted Conditions of Approval.
- B. Notice to the general public and adjoining neighbors in the time and in the manner required by State Law and City Code was provided.
- C. Pursuant to the California Environmental Quality Act, the proposed project is exempt from further analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects.
- D. The approval of Vesting Tentative Map 02-2023 to divide parcels APN 062-020-018 AND 062-020-031 of 8.55 acres, into 36 single family lots will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood in that the project is similar to, and compatible with, neighboring uses in the area.

WHEREAS, the request for the Vesting Tentative Map is hereby recommended for conditional approval by the Planning Commission of the City of Riverbank, subject to and modified by the following conditions:

- 1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into Community Facilities District 2016-01 (currently in process), or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
- 2. All wells and septic tanks shall be abandoned as a condition of map approval; and
- 3. Three (3) sets of landscape and irrigation plans conforming to the state's MWELo requirements shall be prepared and submitted with fee for review and approval by the City's contract landscape architect before Final Map; and
- 4. The City's Post Construction Standards Plan needs to be followed including DMA's LID standards, and the required worksheets located in the Appendix of the document. The document is available on the City's website; and
- 5. The location of any OID facilities shall be shown and any proposed relocation or improvements including easements; and
- 6. All existing overhead electrical shall be placed underground; and
- 7. Applicant shall pay an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.3 acres; and

8. All wet utilities are to be cleaned, tested, and videotaped prior to acceptance by the City of Riverbank; and
9. Street names shall be approved by City Council on the Final Map; and
10. An automatic fire system shall be provided for all Group R occupancies. **CFC 903.2.8**; and
11. Buildings shall be provided with proper address identification in accordance with the California Fire Code as amended by the Stanislaus Consolidated Fire Protection District. **CFC 505.1**; and
12. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into the jurisdiction. All fire apparatus access roads shall meet the design requirements of the California Fire Code. **CFC 503.1.1**; and
13. During construction, Fire apparatus access roads shall be clearly marked with notices or markings that include the words NO PARKING – FIRE LANE. The markings shall be clean and legible at all times. **CFC 503.3**; and
14. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to the site. **CFC 507.1**; and
15. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction. **CFC 501.4**; and
16. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two (2) times per day; and
17. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; and
18. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; and
19. All vehicle speeds on unpaved roads shall be limited to fifteen (15) miles per hour; and
20. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binding are used; and
21. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes. Clear signage shall be provided for construction workers at all access points; and
22. All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator; and

23. Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations; and
24. Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review; and
25. If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5, If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; and
26. Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:
 - a. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs).
 - b. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated.
 - c. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit; and
27. The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following:
 - a. An inventory and accounting of existing and proposed impervious areas.
 - b. Low Impact Development (LID) design details incorporated into the project. Specific LID

design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site.

- c. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.
- d. A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project; and

28. Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:

- a. All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment.
- b. "Quiet" models of air compressors and other stationary noise sources shall be used, where technology exists.
- c. Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (neighboring dwellings).
- d. Unnecessary idling of internal combustion engines shall be prohibited.
- e. Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (neighboring dwellings).
- f. Construction-related traffic shall be routed along major roadways (Claus Road and Kentucky Avenue) and as far as feasible from sensitive receptors.
- g. Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a "construction liaison" that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.
- h. The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission approves Vesting Tentative Map No. 02-2023, subject to the above Conditions of Approval established by this Resolution and to be recorded as modified.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a meeting held on the 17th of October, 2023; motioned by Commissioner Dinan , seconded by Commissioner Zamora , and upon roll call was carried by the following vote of 5-0

AYES: Commissioners Basso, Dinan, Stewart, Zamora, and Reuben

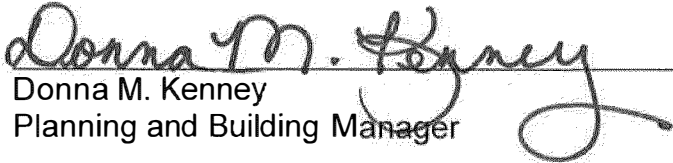
NOES:

ABSENT:

ABSTAIN:

Attest:

Approved:


Donna M. Kenney
Planning and Building Manager

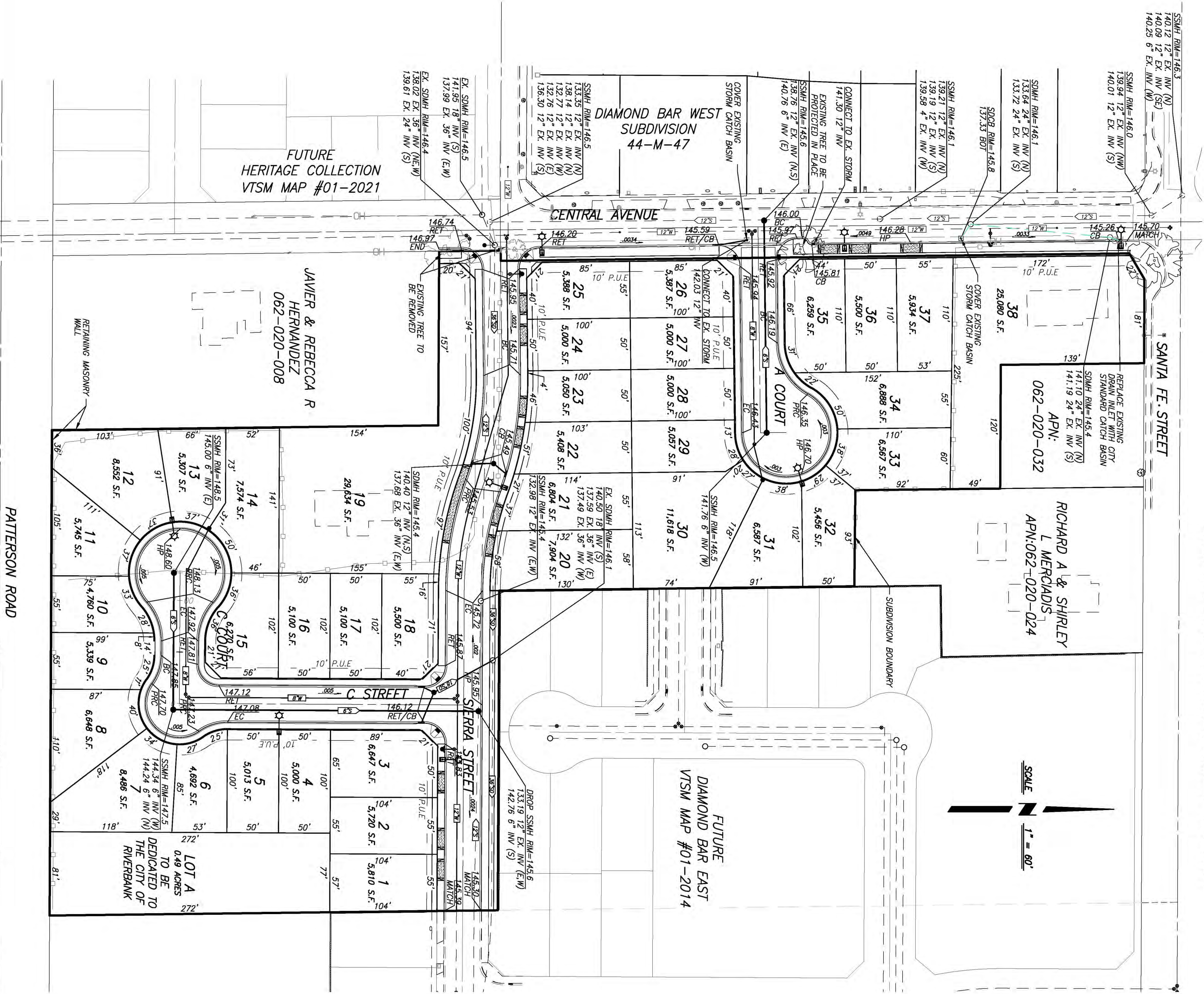

Natasha Basso, Chairperson
Planning Commission

Attachment: Exhibit A – Vesting Tentative Map 02-2023

VESTING TENTATIVE SUBDIVISION MAP FOR:

RIVERS EDGE
RIVERBANK, CALIFORNIA

BEING A DIVISION OF PORTION OF LOTS 265 AND 271 AS SHOWN ON THAT MAP OF "RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF RIVERBANK, STANISLAUS COUNTY, STATE OF CALIFORNIA.



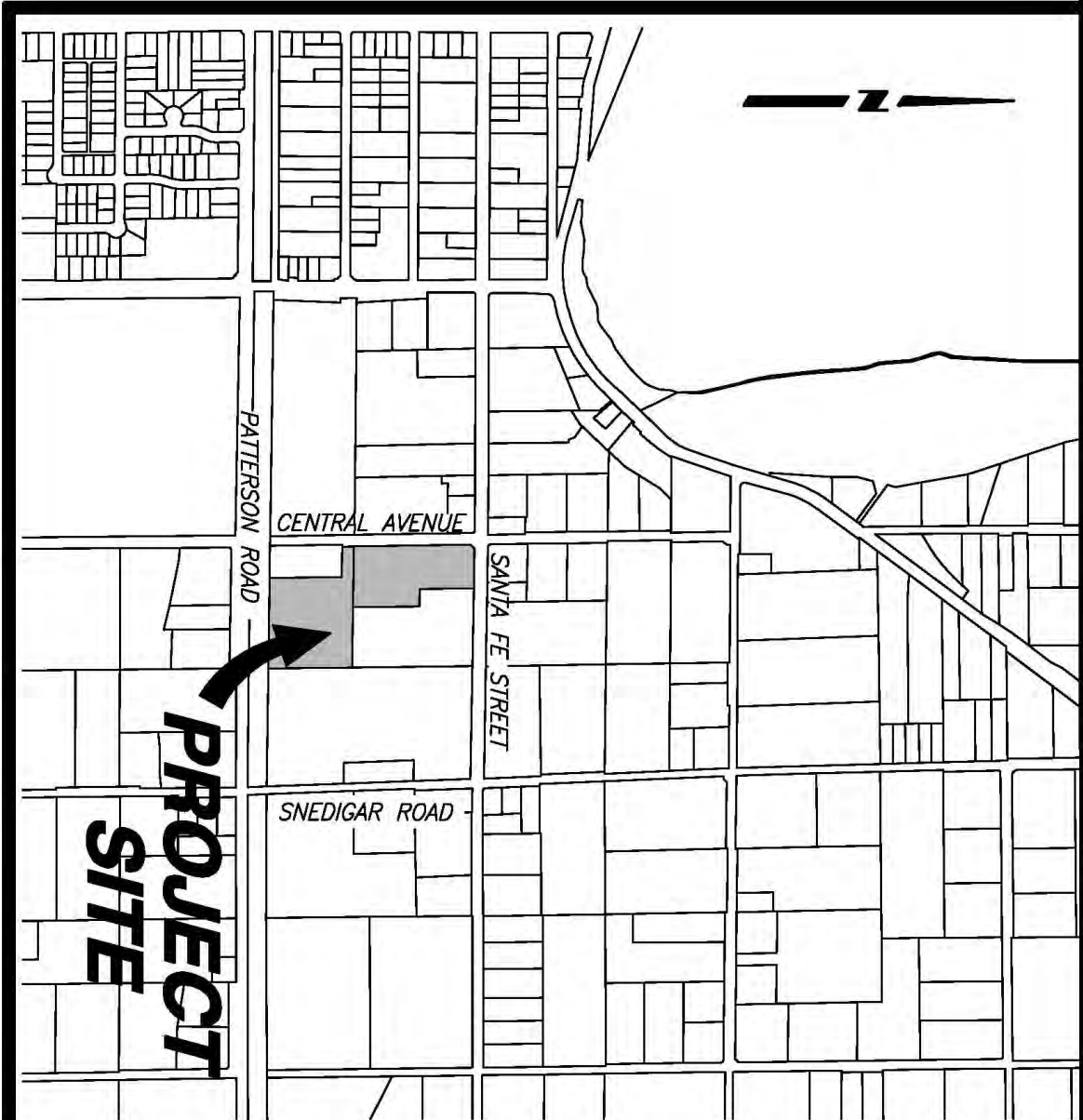
OWNERS
Hector E. Garcia
6422 Central Avenue
Riverbank, CA 95367
SUBDIVIDER
Hector-Willard Communities, Inc.
2809 Coffee Road, Suite 12A
Modesto, CA 95355
Daniel Vidal
6612 Central Avenue
Riverbank, CA 95367

STATEMENT OF SUBDIVIDER

- ASSESSORS PARCEL NO.: 062-020-016, 062-020-031
- EXISTING ZONING: R-1
- PROPOSED ZONING: PD
- EROSION CONTROL PER CALSA STANDARDS AND CITY OF RIVERBANK ORDINANCES AND STANDARDS
- FRONT YARD DEPTHS AND BUILDING SETBACK LINES PER CITY OF RIVERBANK ORDINANCES AND STANDARDS
- WATER SUPPLY: BY CITY OF RIVERBANK
- SEWER DISPOSAL: BY CITY OF RIVERBANK
- STORM DRAINAGE: BY CITY OF RIVERBANK
- TREE TYPE AND LOCATION SHALL BE DETERMINED BY CITY OF RIVERBANK
- ALL IMPROVEMENTS AND PUBLIC UTILITIES WILL BE INSTALLED OR CONSTRUCTED IN COMPLIANCE WITH THE MUNICIPAL CODE, REGULATIONS, AND RIVERBANK CITY STANDARDS.
- A REZONE APPLICATION HAS BEEN FILED CONCURRENTLY WITH THIS MAP.
- LOT 1 IS INTENDED TO BE USED TO EXPAND THE EXISTING BASIN. IT SHALL BE DEDICATED TO THE CITY OF RIVERBANK.

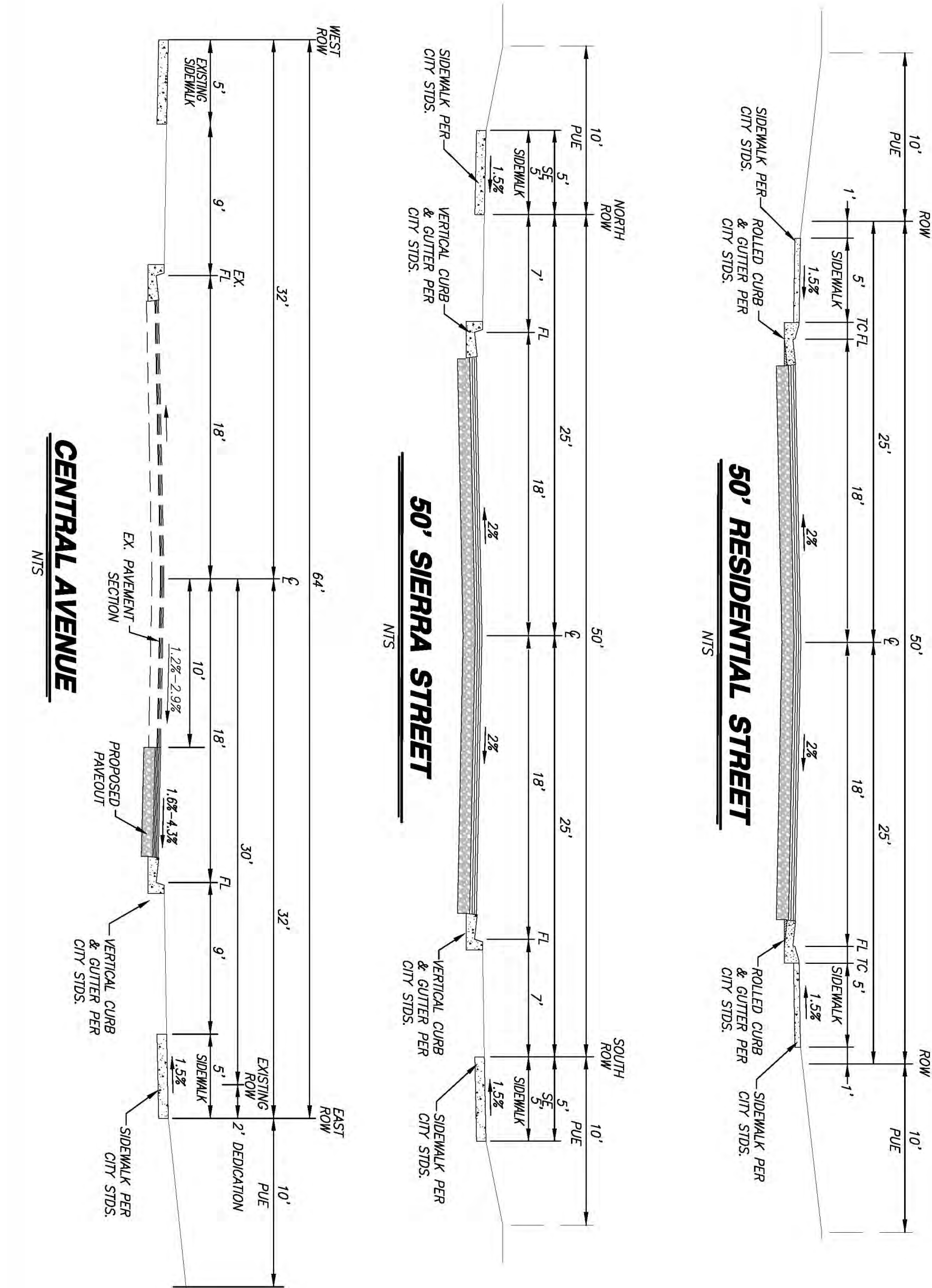
NOTES:

- STREET IMPROVEMENTS SHALL BE INSTALLED PER CITY OF RIVERBANK STANDARD SPECIFICATIONS.
- ALL EXISTING WELLS AND SEPTIC TANKS SHALL BE REMOVED AND/OR ABANDONED AS PER STANISLAUS COUNTY ENVIRONMENTAL RESOURCES DEPT. STANDARDS
- THE SITE RISES TO THE SOUTH TO MEET RAILROAD GRADE. THE REST OF THE SITE IS RELATIVELY FLAT WITH SOME MOUNDING.
- EXISTING IMPROVEMENTS SHOWN WERE ACQUIRED FROM RECORD INFORMATION AND SHALL BE VERIFIED IN THE FIELD.
- TOTAL AREA OF THIS SUBDIVISION IS 8.5 ACRES (3.36 UNITS/NET ACRE) CONTAINING 36 RESIDENTIAL LOTS WITH 4 ADDITIONAL LOTS (LOTS 1-4-D).
- THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE MULTIPLE SUBDIVISION MAPS AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.



LEGEND

	EXISTING	PROPOSED
WATER VALVE		
FIRE HYDRANT		
DRAIN INLET		
STANDARD MANHOLE		
WATER LINE		
SEWAGE SINKER		
STORM DRAIN		
SWM STREET LIGHT		
6SW STREET LIGHT		
DIRECTION OF FLOW		
TOP OF CURB ELEVATION		
GROUND CONTOURS		
CURB, GUTTER AND SIDEWALK		
TYPICAL RETURN WITH HANDICAP RAMP		



BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17th STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

VESTING TENTATIVE SUBDIVISION MAP

VESTING TENTATIVE SUBDIVISION MAP:
RIVERS EDGE
RIVERBANK, CALIFORNIA

JOB NO. 141610
DATE: 7/27/2023
DR BY: IG
CK BY: MR
SCALE: AS SHOWN

SHEET NUMBER

OF 1 SHEETS

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: **October 14,2025**

Subject: **Appeal Hearing for a City Issued Code Violation of Fireworks
Section 92.30 (B) – Use, Possession, Discharge of Illegal
Fireworks**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Gabriela Hernandez, CMC, City Clerk**

RECOMMENDATION

It is recommended that the City Council consider the appeal request and any oral, written, video, or photographic evidence presented by the Appellant and by the City to determine whether to uphold or dismiss the related Administrative Citation issued by the City for violation of the Riverbank Municipal Code.

SUMMARY

After violations are identified and documented by Riverbank Police Services, administrative citations are issued by City staff. The primary goal is to achieve compliance with State or Municipal Codes and regulations in a timely and efficient manner, while protecting the public health, safety, and welfare of citizens. Additionally, this process provides a method to hold parties accountable when they fail or refuse to comply with these provisions. It minimizes the expense and delay of pursuing compliance through the civil or criminal justice system and allows the City to partially recover its costs associated with bringing the responsible party into compliance.

Sgt. Hickman will provide a brief overview of the 2025 Illegal Firework Enforcement Strategy, which is utilized by Riverbank Police Services to identify violations and outline the procedures for processing them. Since this incident involves a second violation, Deputy Tovar will present the details of the initial violation in this case.

BACKGROUND

No Public Hearing Notice is required to be published for the purpose of this Hearing.

The City Clerk received one appeal request (Attachment 1) for Notice of Violations and related administrative citation fines issued to residents, by the City, that have been determined to have violated the Riverbank Municipal Code. The Appeals Board held a Public Hearing on Tuesday, September 16, 2025 at 5:30pm in the Council Chambers. The Appeals Board unanimously voted 4/0 to uphold the citation and have the fine paid within 7 days of the decision.

The Appellant can appeal the decision made by the Appeals Board to the City Council, if received and filed with the City Clerk within 7 days of receiving the decision letter.

In accordance with Policy, a notice was sent via Electronic Mail and mailed via U.S. Postal Mail Service to the appellant that clearly indicated the date, time, location, and additional information of their scheduled hearing. The following appeal request is scheduled to be considered by the City Council:

ADMINISTRATIVE CITATION APPEAL HEARING LIST

October 14,2025

Citation No.	NAME	DATE OF CITATION LETTER	RIVERBA NK MUNICPA L CODE	VIOLATION NO.	FINE	VIOLATION
2025-0442	Rose Marie & George Sr Hernandez	07/09/2025	Fireworks Section 92.30 (B)	2 nd Violation	\$2,000 Fine (Hearing Deposit Paid \$500)	Use, Possession, Discharge of Illegal Fireworks

ATTACHMENTS

1. Application and Supporting Evidence for Appeal Hearing Request for Consideration by the Board.



CITY OF RIVERBANK
APPEAL HEARING REQUEST FORM
 (FOR ILLEGAL FIREWORKS CITATIONS)

THIS FORM CAN ONLY BE ACCEPTED IF HANDED IN WITHIN THE 30-DAY
 PERIOD FROM THE DATE OF YOUR CITATION LETTER AND WITH THE
 REQUIRED DEPOSIT (HALF OF THE FINE AMOUNT)

Date Stamp (received) and Staff Initials:	
SEP 23 2025	
Received By:	<i>[Signature]</i>
☒ Proof of deposit PAID.	

TO FILE: 1.) Read Pages 2 and 3 - Important deadlines and information of the appeals process; 2.) This form must be hand-delivered or mailed with any required payment/deposit to the City Clerk; emailed forms will only be accepted if the required payment/deposit is made prior to the deadline; and 3.) You may attach additional pages or any evidence for consideration.

(PLEASE PRINT LEGIBLY) **SUMMIT ONE (1) APPEAL REQUEST FORM FOR EACH CITATION YOU WANT TO APPEAL.**

☒ I have attached a full and complete copy (front and back) of the citation I wish to appeal.

Appealing to the: ☐ Appeals Board ☒ City Council (only mark if Appeals Board hearing has first occurred.)

Are you the property owner of where the violation occurred? ☒ Yes ☐ No If No, provide the name, and contact information of the property owner _____

Citation # 2025-0442 Date of Citation: July 4, 2025 Fine Amount: \$ 2000

Address where violation occurred (indicated on citation): [REDACTED]

First Name: Rosie & George Last Name: Hernandez

Your Mailing Address: [REDACTED]

Contact Phone # [REDACTED] Email: [REDACTED]

(For expedient communication, a valid email address is important.)

REASON FOR CITATION: Possession/discharge of illegal fireworks

WHAT ARE YOUR REASON(S) FOR APPEALING?

1. Disagree upheld decision by the appeals committee
2. Video taken does not show actual backyard & that we discharged illegal fireworks
3. Assumption based; accepted as true or as certain to happen, without proof

WHAT FACTS SUPPORT YOUR REASON(S) FOR CHALLENGING THE CITATION? (ATTACH ADDITIONAL SHEETS AS NEEDED.)

1. Neighbors signed documentation that we were in the front & not in our backyard
2. Map of my resident with surrounding houses from my backyard & fireworks could be coming from the neighborhood
3. Video taken was from inside the white truck that passed in front of us on our street & not physically from backyard
4. The fireworks in the video supposingly coming from our backyard is to the right of our backyard which there are several houses located to the right & back.

I certify that the above statements and any attachments provided are true and correct to the best of my knowledge. I understand any final decision and any fine(s) or costs imposed is/are due and payable upon the final decision ordered by the Appeal Board or City Council.

Signature: *[Signature]* Date: 9/23/25

(Signature required)

7/25/25

Case Name: 2025-0442

Case Number: 2025-0449

1. We are neighbors located on Rose Brook Drive with cross streets Story Brook Road & South Rose Brook Drive.
2. On July 4, 2025, approximately between 9:30pm-10:30pm, we were in our streets. We witnessed legal & illegal fireworks displayed throughout our city & street.
3. We only witnessed all our surrounding neighbors (family & friends) in our streets & particularly George & Rosie Hernandez at [REDACTED] watching all the fireworks being displayed. No possession or ignition of illegal fireworks were set off by George & Rosie Hernandez.
4. We have no personal interest in the case and am providing this statement as a factual account of what we observed.

I believe the facts stated in this witness statement are true to the best of my knowledge and belief.

Name: Branda Qin

Address: [REDACTED] Rose Brook Dr., Riverbank, CA, 95367

Name: Silvia Ramirez

Address: [REDACTED] Rose brook dr. Riverbank CA. 95367

Name: Mike Jackson

Address: [REDACTED] Rose Brook Dr. Riverbank CA, 95367

Name: Cam [REDACTED]

Address: [REDACTED] Rose brook Dr Riverbank CA, 95367

Name: [REDACTED]

Address: [REDACTED] ROSE BROOK DR. RIVERBANK CA 95367



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	October 14, 2025
Subject:	Resolution Approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Administrative Services Director Cheryl Stefani, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit and provide direction regarding the Union's request to apply the first Cost of Living Adjustment (COLA) retroactively to the pay period beginning September 19, 2025. While staff remains neutral on this request, it is important to note that had the MOU language updates not been completed, the MOU could have been presented at the September 23rd meeting; however, the provision allowing for a vacation cash-out in the first year of the contract would not have been included.

Council may wish to weigh the Union's request for reciprocity on the COLA effective date against the benefit already extended to employees by allowing vacation cash-out in the current fiscal year.

SUMMARY

An agreement has been reached between the City of Riverbank and the Miscellaneous Employees Bargaining Unit for the Memorandum of Understanding (MOU) developed through mutual consent of both parties. The MOU details the terms and conditions of employment for the term of October 3, 2025 - June 30, 2027.

BACKGROUND

The Miscellaneous Employees Bargaining Unit was first established in the City of Riverbank in 1972, and it is currently comprised of 38 employees, including both clerical and field personnel.

After reaching an agreement on the contract terms, the Union agreed to allow modifications to the MOU to correct references, align with current law, and add clarifications. The Union submitted their response on September 18, 2025; however, this was after the September 16 deadline to finalize items for the September 23rd City Council agenda, so the revised MOU could not be included. In their response, the Union also requested that employees be permitted to process a vacation cash-out in the first year of the agreement, since approval of the MOU would occur after July, the period when vacation cash-outs are normally allowed.

City staff presented Council with the option to allow employees a vacation cash-out in the first year of the agreement. The Council directed that employees could complete a vacation cash-out during the pay period ending October 31, 2025, and that the COLA increase would take effect starting with the pay period of October 3–17, 2025.

The Union has since asked that Council reconsider the effective date of the COLA. Their position is that they accommodated the City's request for language revisions, which delayed the Council's consideration from September 23rd to October 14th. Therefore, they are requesting that the COLA effective date be adjusted retroactively to September 19, 2025, as a form of reciprocity for that accommodation.

At this time, the two negotiating parties are requesting that the City Council consider the approval of the October 3, 2025 - June 30, 2027 Memorandum of Understanding between the City of Riverbank and the Miscellaneous Employees Bargaining Unit and provide direction regarding the Union's request for retroactivity on the COLA effective date.

KEY TERMS OF THE AGREEMENT

The elements that comprise the agreement are as follows:

1. Section 1.03 Terms of the agreement:

October 3, 2025, to June 30, 2027.

2. Section 5.01 – Salary Adjustments - Cost of Living Adjustment:

- a) Four percent (4%) COLA effective the pay period beginning October 3, 2025
- b) Three percent (3%) COLA effective the first full pay period of July 2026.

3. Section 5.01 Salary Adjustment - Equity Adjustments:

The City agrees to meet and confer with the Bargaining Unit following the completion of the Citywide Classification and Compensation Study to discuss potential equity adjustments.

4. Section 5.08 Compensatory Time Cash-Out Increase:

The City agrees to increase the cash-out from 40 hours to 50 hours with the constructive receipt safeguards in place.

5. Section 9.03 Vacation Cash-Out:

Employees covered by this MOU may cash out a maximum of thirty (30) hours of accrued vacation leave once per fiscal year. Vacation cash out shall only be requested during the first full pay period in July of each fiscal year. To be eligible for vacation cash out, the following criteria must be met:

- Vacation cash out must be done in thirty (30) hour increments.
- Employee must have taken a minimum of thirty-six (36) hours of consecutive vacation leave the prior fiscal year.
- After cash out the employee's accrued vacation leave balance must be a minimum of 250 hours.

6. Section 8.01 Tuition Reimbursement - Increase and Modification:

The City agrees to increase the tuition reimbursement to \$2,500 and to include certifications and trade schools subject to prior approval of the Department and City Manager. All other qualifications will remain if applicable.

7. Section 5.14 Certification Pay:

The City agrees to add the following to the list of certification pays eligible for the 2.5% certification pay (max 1):

- Class B Driver's License
- Qualified Applicator Certificate (QAC)
- Qualified Applicator License (QAL)

8. Creation Section 7.08 – Retirement Health Savings Account:

The City shall create the ability for employees to contribute directly to a Retirement Health Savings (RHS) account, without a contribution from the City.

9. Section 14.04 AI / Automation:

City agrees to provide advance written notice to the Union if the City plans to implement AI or automation that would eliminate bargaining unit work.

10. Section 8.03 Safety Boots Reimbursement - Within 6-month Probation:

City agrees to allow probation employees to receive safety boot allowance.

11. Section 8.03 Safety Boots Reimbursement – Increase and Removal of Jackets:

The City is willing to increase boot reimbursement to \$350. Removal of the language regarding the Winter Jacket.

12. Section 8.03 Safety Boots Reimbursement - Allow the use of City Accounts:

The City agrees to allow for the purchase of safety boots on a City accounts with preapproval from the Department Head and Assistant Finance Director.

The following are language updates within the MOU for clarification and/or correction:

13. Section 4.03 Pay Periods

Change pay day to Wednesday rather than Thursday. Language update to reflect the current practice.

14. Section 5.10 Standby Pay

Clarification regarding Holiday double-time pay.

15. Section 7.03 PERS Retirement

Updated for clarification regarding the employees' portion based on retirement tier with PERS.

16. Section 7.02 Employee Assistance Program

Update for clarification.

17. Section 9.02 Sick Leave

Update the section to comply with State Law based on legal counsel review.

18. Section 9.05 Bereavement Leave

Update to match recent changes in State Law.

FINANCIAL IMPACT

The financial impact for Year 1 associated with the negotiated items is as follows:

Cost of Living Adjustment*	161,238.57
Vacation Cash Out	15,465.90
Tuition Reimbursement	6,000.00
Certification Pay	18,457.19
Boot Allowance	3,000.00
Total Cost (All Funds)	\$204,161.66

*Estimates based on first COLA increase effective pay-period beginning October 3, 2025

ATTACHMENT

The following items are attached to this report:

1. Resolution 2025-
2. October 3, 2025 – June 30, 2027 Memorandum of Understanding, Miscellaneous Employees Bargaining Unit

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE NORTHERN
CALIFORNIA DISTRICT COUNCIL OF LABORERS LOCAL UNION, AFL:CIO #1130
FOR THE TERM OF OCTOBER 3, 2025 TO JUNE 30, 2027, REGARDING THE
SALARIES, BENEFITS, HOURS, AND OTHER TERMS AND CONDITIONS OF
EMPLOYMENT**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:**

WHEREAS, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that the salaries of employees of General Law cities may be fixed or increased by resolution; and

WHEREAS, Title I, Chapter 35 of the Riverbank City Code provides that the City Council may from time to time by resolution, change the compensation of employees of the City and by resolution adopt salary and wage scales; and

WHEREAS, A Memorandum of Understanding regarding salaries, benefits, hours, and other terms and conditions of employment has been approved and executed by the authorized representatives of the Northern California District Council of Laborers and its affiliate, Construction, Production & Maintenance Laborers Local Union, AFL:CIO #1130, and the City Manager; and

WHEREAS, the City Council of the City of Riverbank desires to adopt such Memorandum of understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve and ratify the Memorandum of Understanding attached hereto and made a part hereof; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the provisions contained herein pertaining to salaries, employee benefits, hours, and other terms and conditions of employment are, by this Resolution, made operable.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the ____ day of _____, ____; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachment(s): *Memorandum of Understanding*

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF RIVERBANK

AND

THE REPRESENTATIVES OF THE
NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS AND ITS
AFFILIATE,
CONSTRUCTION, PRODUCTION &
MAINTENANCE LABORERS
LOCAL UNION, AFL:CIO #1130

OCTOBER 3, 2025—JUNE 30, 2027

**RIVERBANK MUNICIPAL EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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Agreement Between CITY OF RIVERBANK AND RIVERBANK MUNICIPAL EMPLOYEES ASSOCIATION

SECTION 1.00 – MEMORANDUM OF UNDERSTANDING

1.01 – Parties of Understanding

This Memorandum of Understanding hereinafter referred as “MOU” is between the authorized representatives of the City of Riverbank, hereinafter referred to as the “City”, and the authorized representatives of the Northern California District Council of Laborers and its affiliate, Construction, Production & Maintenance Laborers Local Union, AFL:CIO #1130, hereinafter referred to as the “Union”, the recognized employee organization for the classifications listed in Appendix “A” of this MOU.

This MOU complies with the provisions of the State of California Public Employees Representation Law, as contained in Section 3500 of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This MOU also complies with Ordinance No. 72-04 relating to Employer-Employee relations, as adopted and amended by the City Council of the City of Riverbank.

1.02 – General Conditions

This MOU does not modify or change the provisions of the Personnel Rules and Regulations of the City of Riverbank unless specific reference is made herein to modify or add to the existing Personnel Rules and Regulations.

This MOU does not modify existing salaries, benefits, hours and terms and conditions of employment contained in the currently adopted Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this MOU.

1.03 – Terms of Agreement

This MOU embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for a **two (2) year** term. **This MOU becomes effective on October 3, 2025, and will remain in effect until the end of the pay period that includes June 30, 2027**, at which point the MOU will terminate.

1.04 – Reopener Clause

During the term of this agreement, the City shall have the ability to reopen the terms of this agreement if either of the following occur:

- A. The City experiences unforeseen economic difficulties; or
- B. The City desires to change its current group health benefits provider and seeks to move to a defined employer contribution rather than the percentage based agreement discussed in Section 7.01 below.

SECTION 2.00 – UNION RIGHTS

2.01 – Agency Shop Agreement

A. Agency Shop Condition

Effective July 9, 2001, the Employer (City of Riverbank) agrees, in accordance with California State Law (SB-739 – Government Code 3500-3510) to require all bargaining unit employees to either:

1. Join the Union and pay normal dues and initiation fees; or
2. Pay and “agency fee” in the amount of dues for representation by the Union in accordance with State Law.

B. Exclusions

The Agency Shop arrangement shall not apply to Management, confidential, or supervisory employees of the Employer.

In the event that a court of law invalidates the ability of the City to collect agency shop or fair share fees, the City shall stop any such collection of fees.

C. Conscientious Objectors

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support public employee organizations, or shall not be required to join or support any public employee organization as a condition of employment.

D. Service Fee

The employee who is a conscientious objector may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to nonreligious, non-labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue Code, chosen by the employee from the following list of 3:

1. The United Way
2. The Salvation Army
3. San Joaquin County Food Bank

Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

E. Challenge of Fees

The employee organization must provide an explanation for the basis of the fees, a reasonable prompt opportunity for fee payers to challenge the fee amount before an impartial decision-maker, and an escrow account for amounts reasonably in dispute while a challenge is pending.

F. Record of Financial Transactions

The recognized employee organization shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency and to the employees who are members of the organization, within sixty (60) days after the end of the fiscal year, a detailed written financial report thereto in the form of a balance sheet and an operating statement, by a certified public accountant. An employee

organization required to file financial reports under the Labor-Management Disclosure Act of 1959 or required to file financial reports under Section 3546.5 may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

G. Duration of Obligation

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City of Riverbank and the recognized employee organization.

H. Hold Harmless

The Union shall indemnify and hold the City, its officers and employees harmless from any and all liability resulting from any claims, demands, lawsuits, or other action arising from compliance with the provisions of the Agency Shop agreement.

2.02 – Union Orientation (AB 119)

Every 120 days starting January 1, the City shall provide the Union with a roster of current bargaining unit member, identifying the member, whether they are an agency shop or union member. The City will provide two (2) business days' notice prior to the orientation of a new bargaining unit member.

SECTION 3.00 – MANAGEMENT RIGHTS

3.01 – Management Rights

It is the exclusive right of the City to direct its employees, take disciplinary for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the City of Riverbank's operations are to be conducted. In no event shall the exercise of these rights be contrary to any other applicable provision of the law.

SECTION 4.00 – HOURS OF WORK

4.01 – Standard Work Periods

The standard workday, exclusive of lunchtime, shall be eight (8) hours, and the standard workweek shall be forty (40) hours, to be worked within five (5) consecutive days. The workday for part-time employees shall be established as directed by the Department Head.

4.02 – Exceptions to Standard Work Periods

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustment in the standard work periods and hours shall be consistent with the provisions of §3504.5 of the Government Code. *(Government Code Section 3504.5 provides that, except in cases of emergency, notice and an opportunity to meet and confer shall be given prior to enacting any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.) The City has the right to re-open on the subject of a 9/80 work schedule during the term of this Agreement.*

4.03 – Pay Periods

The pay period for all employees shall be bi-weekly and salaries will be paid every other Wednesday of each month.

Except for employees being terminated, salaries will be paid only on regular pay days, unless early payment is approved by the Chief Personnel Officer. Employees leaving the municipal service will be paid by the following payroll period following the date of termination, retirement, or resignation. Before the employee receives the final check, the Finance Director will have written clearance from the Department concerned that said employee has returned all City-owned tools, clothing, keys, and equipment.

The method of distributing payroll checks shall be established by the Chief Personnel Officer.

SECTION 5.00 –SALARY AND COMPENSATION

5.01 – Salary Adjustments

Following ratification by both the City and the membership. The City agrees to adjust salary ranges of all job classifications covered by this MOU as follows:

1. Effective the pay period beginning October 3, 2025 the salary ranges shall increase as provided in Appendix A to reflect a four percent (4%) cost of living adjustment (COLA).
2. Effective the first full pay period of July 2026 the salary ranges shall increase as provided in Appendix B to reflect a three percent (3%) cost of living adjustment (COLA).

The City agrees to meet and confer with the Bargaining Unit following the completion of the Citywide Classification and Compensation Study to discuss potential equity adjustments.

5.02 – Employee Compensation Plan

An Employee Compensation Plan shall be established to provide salary schedules, salary rates, salary ranges, and steps and time intervals for salary review. Each class in the City Classification Plan shall be assigned a salary range or a rate established by the Compensation Plan. All persons employed by the City shall be compensated in accordance with the Compensation Plan then in affect and appended hereto as Appendix “A”, and “B”.

5.03 – Computation of Salary

Salary rates for all authorized City positions are set forth in the Employee Compensation Plan. In the conversion table included in the Plan, hourly rates are based on 2,080 hours per year.

5.04 – Application of Salary Ranges and Rates

A. Appointment

All initial appointments to classes assigned a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the Chief Personnel Officer may make an appointment to a position at an appropriate higher salary step when in his/her opinion, it is difficult to obtain qualified personnel at the starting salary, or when the education or experience of a proposed employee is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

B. Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary level is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of at least a five percent (5%) increase in salary.

When the promotion includes the assigned responsibility of supervision over other employees, the salary level shall be increased by assigning the promoted employee to a higher step within the salary range to allow his/her annual salary to be a minimum of five percent (5%) above the salary of those he/she supervises.

C. Transfer

A transfer does not affect an employee's salary level.

D. Advancement Within Salary Range

An employee shall be considered for salary advancement in accordance with the time intervals established in the Employee Compensation Plan and the following provisions.

- 1) Automatic for Successful Completion of Probationary Period: Advancement to Step "B" in a salary range shall be automatic and effective on the first day of the payroll period following satisfactory evaluation of six (6) months of service. Failure of Management to evaluate the employee within six months will automatically cause the employee to become a full-time regular employee with the City of Riverbank.
- 2) Merit: Advancement to Steps "C", "D", and "E" in a salary range shall be granted for continued improvement and efficient and effective service by the employee in the performance of his/her duties. Such merit advancement shall be made only upon recommendations of the Department Head after an annual evaluation.

Nothing herein prohibits the granting of a merit salary advancement prior to the normal time intervals established in the Employee Compensation Plan. All merit salary advancements shall be effective on the first day of the payroll period immediately following the employee's salary anniversary date.

Salary adjustments resulting from an employee's promotion or demotion shall become effective on the first day of the payroll period following the employee's promotion or demotion.

5.05 – Deductions

Deductions from employee's pay shall be made in accordance with prevailing laws, contract and administrative rules, and procedures established by the Chief Personnel Officer.

5.06 – Overtime Policy

Overtime is defined as the time worked beyond the normal eight (8) hours in a workday, or forty (40) hours in a workweek.

Until an employee accumulates 100 hours of compensatory time, the employee will determine whether overtime work is to be compensated for by "compensatory time" or "paid overtime".

Non-Standard Work Periods

Overtime for employees assigned to non-standard work periods and working hours as provided in §3.02 herein, shall be defined as follows:

Overtime shall be any time worked over 40 hours in a given workweek and any time worked in excess of eight (8) hours in a given day when 40 hours have been paid during the workweek.

A. Overtime Compensation

Overtime may be compensated for either by compensatory time off at one and one-half (1½) times the hours worked, or by payment at one and one-half (1½) times the employee's basic hourly salary rate. Compensatory time off shall be granted only upon approval by the employee's Department Head.

All employees may accrue compensatory time off to a maximum of one hundred (100) hours.

B. Overtime – Compensation Exception: Cheese & Wine Festival

Public Works Personnel shall not be required to work overtime as a result of the Cheese and Wine Festival. Any Public Works employee who agrees to work overtime for the Cheese and Wine Festival will be paid at the rate of one and a half (1½) time the regular compensation except Sunday call outs which will be reimbursed at (2) times the regular compensation. Any person called out will be paid a minimum of four (4) hours compensation.

5.08 – Compensatory Time

A. Compensatory Time Cash-Out

Compensatory time may be "cashed-out" once a year. Employees may cash-out a minimum of ten (10) hours up to a maximum of fifty (50) hours in a calendar year. Employees separating themselves from the City service shall be allowed to use compensatory time earned prior to the effective separating date.

In order to cash out compensatory time employees must submit an irrevocable election form in December of each year. Late irrevocable election forms will not be accepted, nor can they be changed after the deadline for submission.

Compensatory time earned by an employee who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

B. Compensatory Time Off

Use of compensatory time earned must be scheduled at least twenty-four (24) hours in advance and requires the concurrence of the Department Head for the requested time off.

Employees shall not be required to give reason for requesting compensatory time off. Exceptions to this procedure will be made only upon written authorization by the Chief Personnel Officer.

5.09 – Callback Compensation

Employees who are called to work overtime from their day off or other off-duty hours, except for disciplinary purposes, shall be compensated for a minimum of two (2) hours work at time and one-half (1½), or as provided in §5.10.

Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed, whichever is the earlier.

5.10 – Standby Pay

Employees assigned to standby shall be available and ready to work when needed for a seven (7) consecutive day period to handle situations occurring outside of standard working hours. Said employee should respond to the specified work site within a half hour.

Employees on standby shall be compensated as follows: two hours per day, Monday through Saturday at the rate of one and one-half the employee's regular rate of pay; two (2) hour double time at the employee's regular rate of pay for Sundays and City recognized holidays (actual holiday date, not the day off work if different, except if the Holiday falls on a Sunday then double-time would apply to the Monday).

Employees who are on standby and called back to work for any reason shall be compensated as stated in §11.07 in addition to his/her standby pay. Employees on standby will be provided a City vehicle to take home in order to facilitate response to emergency service request.

5.11 – Callback Rest Period

Employees who are called back to work after leaving their place of employment or on a regular schedule day off, and finish performing City work within five (5) hours of the start of their normal shift, shall be entitled to receive a five (5) hour rest period. At the discretion of the Department Head, employees may have their schedule changed to allow the employee to work additional hours that week to make up for the loss of regular (straight time) hours. However these additional hours shall not trigger an employee's right to overtime pay for hours worked over their regular (9-hour) or (8-hour) work shift. For purposed of this section employees shall be eligible for overtime pay for any hours work in excess of forty (40) hours worked in a work week.

5.12 – Attendance of Training Courses

City employees should feel free to attend training courses available during days off if they so desire. However, compensation for attendance at training courses held during days off (weekends), vacations, or holidays, will be authorized only where employees have been directed by their Department Head to attend such.

5.13 – Longevity Pay

Longevity Pay is to recognize long term employees of the City and designed to provide eligible employees, compensation in addition to their regular base pay. Regular full-time employees eligible for longevity pay shall be paid as follows:

<u>Year of Service</u>	<u>Longevity Pay Rate</u>
10 but less than 13	two and one-half percent (2.5%)
13 but less than 20	additional two and one-half percent (2.5% (total of 5%))
20 but less than 24	additional two and one-half (2.5% (total of 7.5%))
25 +	additional 2.5% (total of 10.0%)

The total longevity pay increase any employee can receive during their term of employment is ten percent (10%)

5.14 – Certification Pay

The City encourages the professional development of employees and encourages employees to obtain certifications relevant but not required by the employee's current position. Subject to prior written approval from the employee's Department Head, the City shall provide an additional two and one-half percent (2.5%) incentive pay for only one (1) of the following certifications:

- A. Crane Certification
- B. Parks Equipment Certification
- C. Water Certification
- D. Wastewater Certification
- E. Class B Driver's License
- F. Qualified Applicator Certificate (QAC)
- G. Qualified Applicator License (QAL)

5.15 – Bilingual Pay

For positions designated by the City as bilingual, employees shall receive a three percent (3%) pay differential. The City retains the ability to unilaterally designate or remove bilingual pay. The City's decision to designate or not designate is not appealable or subject to the grievance process. In order for employees to receive bilingual pay they must be certified as bilingual in both written and oral communication.

SECTION 6.00 – PROBATIONARY PERIOD

6.01 – Probationary Period

All original and promotional appointments to regular municipal service positions shall be tentative and subject to a probationary period of not less than six (6) months. The probationary period may be extended with the approval of the Chief Personnel Officer for a period not to exceed an additional six months, upon the recommendation of the Department Head that unusual conditions justify such extension.

6.02 – Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employees whose performance does not meet the acceptable standards of the work.

6.03 – Rejection of Probationer

The Chief Personnel Officer or any department head may suspend, demote, or terminate a probationer under his/her control from their position at any time without cause and without the right of appeal or to submit a grievance.

6.04 – Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted or a comparable position, unless charges are filed and he/she is discharged in the manner provided in Section 10.00 herein.

Employees who elect a voluntary demotion after the six (6) month probationary period for a promotional appointment may be reinstated to the position from which he/she was promoted or to a comparable position.

SECTION 7.00 – BENEFITS

7.01 – Health Benefits

During the term if this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this sections group health benefits shall include medical, dental and vision insurance. During the term of this agreement, the City has the right to change group health benefits providers and the parties shall meet regarding any such change.

A. Medical

The City offers two medical insurance plans, one through Kaiser Permanente and the other through Sutter Health to eligible employees and their eligible dependents. The employees and eligible dependents will be enrolled in the plan chosen by the employee.

Employee Contributions

Employees covered by this MOU shall be responsible for fifteen (15%) percent of the monthly premiums.

General Information

Employees enrolled in either plan shall be responsible for 100% of the respective annual out-of-pocket and co-pay costs.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. Those employees who waive the medical insurance coverage shall be eligible to receive taxable cash in the amount of \$250.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department. Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law. (Eff_07/01/07)

B. Dental

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMDCC) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMDCC Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

C. Vision

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

7.02 – Health Benefits CAP

Employees hired prior to July 1, 2005 and who have remained enrolled in a City offered single plan for medical coverage, shall continue to receive a credit of \$250 as previously negotiated.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu the credit.

7.03 – PERS Retirement

The City contracts with the California Public Employee's Retirement System (PERS) to provide retirement benefits to eligible employees. Retirement benefits and/or options shall include the following:

- 2% @ 55 retirement formula
- 2% @ 60 retirement formula (employees hired on or after 04/09/11)
- 2% @ 62 retirement formula (employees hired on or after 01/01/13)
- Sick Leave Credit
- Military Service Credit
- Retired Death Benefit
- Final compensation three (3) years
- COLA 2%
- Death Benefit Continues - Remarriage
- Prior Service Credit

During the term of this agreement, employees covered by this MOU shall contribute the full PERS employee contribution rate, as determined by PERS based on the employee's retirement tier and salary, and subject to retirement contributions.

Retirement from the municipal service shall be subject to the terms and conditions of the City's contract with the Public Employee's Retirement System.

PERS Advisory Retirement Committee

During the term of this agreement, the City will create a PERS Advisory Committee to discuss and potentially address the City's ongoing retirement liability. The Union will be provided a seat on the Committee.

7.04 – Life Insurance

Subject to the terms and conditions of the City's contract with the provider the City shall provide term life insurance coverage for the eligible employees in a total policy amount of fifty thousand dollars (\$50,000.00). This policy also provides accidental death and dismemberment benefit for the employee in an amount not to exceed fifty thousand dollars (\$50,000.00). The City shall pay all premiums for such policy during the term of the agreement.

The effective date of coverage shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

7.05 – Employee Assistance Program

The City shall provide an Employee Assistance Program (EAP) to all eligible employees and their dependents. Counseling and support services are available as outlined in the current EAP plan. The scope and number of sessions may vary and are subject to change based on the terms of the EAP provider.

7.06 – Deferred Compensation

The City contracts with ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into his/her account until the employee's retirement, permanent disability, death, or as allowed by ICMA. The City agrees to match the employee's contribution in an amount not to exceed \$75.00 per pay-period, provided that the employee is contributing at least \$75.00 per pay-period.

7.07 – LIUNA National (Industrial) Pension Fund

During the term of this agreement the City shall make contributions to the LIUNA National (Industrial) Pension Fund (Pension Fund) on behalf of the employees covered by this MOU. Contributions to the Pension Fund shall be as follows:

- Effective July 1, 2018 the contribution rate shall be \$2.05 per hour.
- Effective July 1, 2019 the contribution rate shall be \$2.26 per hour.
- The contribution rate may be subject to change based on the determination of the National Industrial Pension Fund.
- Contributions shall be paid monthly to the Pension Fund, to an address specified by MEA.
- The monthly contributions are based on the hours an employee is on paid status up to 40 hours per week. The amount shall be prorated for employees working less than forty (40) hours per week.
- The City shall not make contributions for hours in excess of forty hours per week.

This MOU provision shall not be construed to create a vested right that can be asserted against the City and shall not be construed to guarantee any future funding for the LIUNA pension fund beyond the term of this MOU. Future funding shall be subject to negotiations.

Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement,

the parties agree that neither the Union nor the City shall be obligated to reopen or renegotiate any of the provisions of this agreement.

7.08 – Retirement health savings account

The City shall make available a Retirement Health Savings Account (RHSA) program for eligible employees to contribute toward qualifying post-retirement medical expenses. Participation is voluntary and funded solely through employee contributions. The City will not contribute to the RHSA. All terms and conditions, including eligibility and distribution rules, will be governed by the plan documents and applicable law.

SECTION 8.00 – REIMBURSEMENTS

8.01 – Tuition Reimbursement

The City shall reimburse regular full-time employees' expenses incurred for tuition, textbooks, admission fees not to exceed two thousand and five hundred dollars (\$2,500) per fiscal year and other required course materials provided the following conditions are met:

- a. The course selected must be directly related to work the employee performs or fulfilling general education requirements;
- b. Prior to enrolling, the course must be approved in advanced by the employee's Department Head and Chief Personnel Officer;
- c. The course must be offered at an accredited college, university, trade school, or certification program;
- d. The employee must receive a passing grade of or equivalent to "C" or better, at the completion of the course;
- e. The class and study time shall be outside the employee's working hours.

Upon completion of a course, the employee shall submit a Tuition Reimbursement form along with paid receipt for tuition, books and materials and proof of passing grade to the Personnel Office. After verification of satisfactory completion of the course, the Personnel Office shall forward the approved tuition reimbursement form to the Finance Department for payment.

Tuition reimbursements shall be amortized over three (3) years. If an employee resigns or is terminated within three (3) years of any tuition reimbursement, the employee will be required to pay the City a proportional percentage of the reimbursed amounts. (Eff. 07/01/25)

8.02 – Mileage Reimbursement

City employees may receive compensation for use of their personal vehicle in business. Approval must be obtained by the Department Head if employee decides to use personal vehicle. If a personal vehicle is used for City business, the employee must show proof of insurance to his/her immediate Supervisor and must have the minimum liability insurance requirements for private passenger as defined by the California Insurance Code § 11580.1b.

The rate of mileage reimbursement to employees using their private vehicles for City business shall be five (5) cents less than the rate presently in effect by the Internal Revenue Service.

8.03 – Safety Boots Reimbursement

Annually, eligible employees shall be reimbursed the cost of safety boots, socks, insoles, laces, and/or boot protectant. . Such reimbursement shall not exceed \$350.00 per fiscal year. Probationary employees may receive reimbursement for safety boots not to exceed \$350.00. Employees may purchase safety boots on a

City account so long as there is preapproval from the Department Head and Assistant Finance Director on a form to be provided by the Finance Department. Office employees are not eligible for this benefit.

8.04 – Personal Property Reimbursement

Damage to personal effects required by the City while in the line of duty will be reimbursed by the City upon the recommendation of the individual's immediate supervisor. The prior condition of the damaged item should be considered in determining the amount of reimbursement.

Damage to personal effects not required by the City would be allowed under the same conditions as above.

No costs should be incurred by the City when it has demonstrated that loss or damage was due to personal negligence.

No costs should be incurred by the City in an unreasonable amount: if an employee loses a \$300 wristwatch while in the line of duty, it would not be reasonable for the City to reimburse the employee in this amount, inasmuch as he/she did not exercise good judgment in wearing an expensive instrument on a job that has certain hazards connected with it.

Definition of personal effects: Those items worn or carried by the employee in the line of duty.

SECTION 9.00 – LEAVES OF ABSENCE

9.01 – Attendance

In every case in which a regular employee is not present for duty, his/her absence shall be reported by the Department Head to the Personnel Office on the Request for Leave form. Since part-time employees are not entitled to leave, only actual time worked will be reported. Request for Leave shall be forwarded to the Personnel Office.

9.02 – Sick Leave

A. Statement of Policy

Sick leave is a legally protected benefit provided to employees for qualifying purposes under California Law. Employees may use accrued sick leave for the diagnosis, care, or treatment of an existing health condition, or for preventive care, for themselves or a qualifying family member. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking.

Qualifying family members include a spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or a designated person. If an employee does not have a designated person on file, they may make a designation at the time sick leave is requested.

Sick leave is not discretionary privilege and shall not be unreasonably denied. Employees are encouraged to use sick leave responsibly and to provide notice when foreseeable.

B. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave and may begin using accrued leave after their 30th day of employment, in accordance with state law. In order to receive compensation while absent on sick leave, the employee shall notify his/her department as early as possible, ideally at the beginning of the workday. For absences longer than three (3) consecutive working days, a physician's certificate may be required. At the City's discretion and expense, the employee may also be required to provide certification that they are medically able to return to work after such an absence.

Sick leave will not be granted for an illness occurring during any leave of absence other than sick leave, except in cases where the employee is hospitalized during vacation leave. In such cases, sick leave may be substituted for vacation leave upon verification of hospitalization.

C. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees. There shall be no maximum cap on the amount of sick leave that may be accrued.

D. Deductions

Unless otherwise provided, sick leave will be deducted as follows:

- 1) Sick leave shall be charged at the rate of one (1) hour for each hour of absence due to illness, with a minimum of one hour charged. Full-day absences shall be charged according to the employee's regularly scheduled workday. For example, employees on a 9/80 schedule who are scheduled to work nine (9) hours on the day of absence will be charged nine (9) hours of sick leave unless otherwise approved by the City Manager.
- 2) If an employee is scheduled to work on a City holiday and reports absent due to illness, sick leave shall be charged appropriately, and the holiday credit shall be accrued.
- 3) Sick leave may be used up to the full amount accrued. Once sick leave is exhausted, the employee will no longer receive compensation for sick leave absences unless other leave benefits apply.

E. Depletion of Sick Leave Benefits

Upon exhaustion of accumulated sick leave for an injury or illness, and with the recommendation of the employee's Department Head, an employee may be placed on unpaid medical leave of absence for a period not to exceed sixty (60) calendar days. If the employee is unable to return to work at the end of this period, they may request an extension, subject to the approval of the Chief Personnel Officer. During any extended medical leave, the employee must notify the City every thirty (30) days of their intent to return to work. If additional leave is not granted or the employee fails to return, the employee's service with the City shall be considered terminated.

F. Forfeiture Upon Termination

Accumulated sick leave shall be forfeited upon separation from City employment, whether voluntary or involuntary, including retirement. However, unused sick leave may be used toward service credit in accordance with CalPERS regulations, if applicable.

G. Cash-Out

Employees covered by this MOU may "cash-out" twenty-five (25) hours of unused sick leave once each fiscal year provided they have a minimum of 200 hours of sick leave on the books.

9.03 – Vacation

A. Use of Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to his/her work refreshed. For this reason it is the intention of the City that vacation be taken, insofar as possible, in periods of one week or more.

- 1) **When to be taken:** The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, whenever an employee requests a vacation in excess of the amount of days he/she accumulates annually, shall be determined by his/her Department Head with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.
- 2) **Waiting period:** Employees shall complete six (6) months continuous service before using accrued vacation leave.
- 3) **Double compensation prohibited:** Employees shall not work for the City during their vacation.

B. Eligibility

- 1) **Regular employees:** Regular employees shall be eligible for vacation leave in conformance with paragraph "C" below.
- 2) **Part-time and probationary employees:** Part-time and original appointment probationary employees shall not be eligible for vacation leave.

C. Vacation Accrual

Vacation will be accrued and credited on a bi-weekly basis when an employee is in pay status for fifty (50) percent or more of the workdays in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

Years of Service	Accrual Hours Per		Max. Hrs. Accrual
	Pay-Period	Year	
New employee to completion of 5 th year	3.0769	80	400
Start of the 6 th year to completion of 10 th year.	4.6154	120	400
Start of the 11 th year to completion of 15 th year.	6.1538	160	400
Start of 16 th year and succeeding years.	7.6923	200	400

Limits of accrual: Such accrual and credit for all employees shall not exceed four hundred (400) hours.

D. Holidays Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

E. Vacation Cash Out

Employees covered by this MOU may cash out (30) hours of accrued vacation leave once per fiscal year. Vacation cash out shall only be requested during the first full pay period in July of each fiscal year. To be eligible for vacation cashout, the following criteria must be met:

- Cashout must total thirty (30) hours exactly.
- Employee must have taken a minimum of thirty six (36) hours of consecutive vacation leave the prior fiscal year.
- The Employee's accrued vacation leave balance must be at a minimum of two hundred fifty (250) hours after their cash out.

Vacation Cash-Out – Fiscal Year 2025-26

Employees shall be permitted to request a one-time vacation cash-out during the payroll period of October 17 through October 31, 2025. Requests for vacation cash-out must be submitted to Payroll no later than October 30, 2025. Any requests submitted after this date shall not be honored.

F. Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination.

Payments for accrued vacation shall be at the employee's current rate of pay.

Employees who terminate employment with the City and have less than six (6) months continuous service shall not be compensated for accrued vacation.

G. Vacation and Military Leave

An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

9.04 – Paid Holidays

A. Regular Holiday for Pay Purposes: The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided in Paragraph (b) below:

<u>Paid Holiday</u>	<u>Date</u>
1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19 th (<i>effective in 2023</i>)
6. Independence Day	July 4 th
7. Labor Day	1 st Monday in September
8. Veteran's Day	November 11
9. Thanksgiving Day	4 th Thursday in November
10. Day After Thanksgiving	4 th Friday in November
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. New Year's Eve	December 31
14. Floating Holidays - Three (3)	Employee's Choice

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

B. Compensation for Work on Paid Holidays

Regular and probationary employees assigned to work on holidays shall receive compensatory time off or pay in lieu of compensatory time off, at twice the regular rate of pay.

9.05 – Bereavement Leave

In accordance with California law, AB 1949 effective January 1, 2023, employees are eligible for bereavement leave if they have been employed for at least thirty (30) days before the leave commences. In the event of a death in the employee's family, a regular employee may request up to five (5) days of bereavement leave. Of these, only three (3) days shall be paid. After the three (3) paid bereavement days are used, employees may elect to use accrued leave balance such as vacation, floating holidays, or compensatory time to remain in paid status. Bereavement leave must be completed within three (3) months of the date of death.

For the purposes of this section and in compliance with California law, "family" includes the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. In addition, for purposes of this MOU, "family" also includes current brothers- and sisters-in-law, and a close relative residing in the employee's household.

Leave without pay may be granted to a regular employee in the event of death to family members other than one of the immediate family; such leave to be granted in accordance with § 8.12.

9.06 – Workers' Compensation Leave

Any employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall continue in pay status under the following provisions:

- A. The difference between the amount granted pursuant to such Workers' Compensation and the employee's regular rate of pay shall be deducted first from the employee's accumulated sick leave, and then from compensatory time, and when authorized by the employee, vacation days.
- B. Such an employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time, and vacation days have been depleted to the nearest one-half ($\frac{1}{2}$) day.
- C. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she was not on leave of absence.
- D. Any employee who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Workers' Compensation shall be removed from pay status.

Employees who have been injured in the course and scope of their employment with the City and who are required as a result of such injury to be absent from duty to take physical examinations required by the City's Workers' Compensation insurer or the Industrial accident Commission, or to attend hearings of the Industrial Accident Commission shall be granted leave with pay for such absences by the City Manager when he/she determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance of City of Riverbank Request for Leave form.

9.07 – Military Leave

State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absences.

9.08 – Family Leave Acts

The City shall comply with the requirements of the California Family Rights Act (CFRA) of 1991 and the Family Medical Leave Act (FMLA) of 1993, as they are in effect or may be amended during the term of this agreement.

In accordance with CFRA and FMLA employees who have worked for at least one (1) year and for 1,240 hours during the twelve (12) month period immediately preceding the commencement of leave is entitled for up to twelve weeks (480 hours) of job protected leave.

Leave may only be taken for the following reasons:

- The employee's own serious health condition;
- To care for a child, parent or a spouse who has a serious health condition; or
- To care for the employee's newborn child, or placement of adoption or foster care.

Employees requesting leave must give at least 30 days notice for foreseeable events. In unforeseeable situations the employee must notify the City as soon as practicable.

9.09 – Pregnancy Disability Leave

Pregnancy Disability Leave without pay shall be granted to employees in accordance with applicable state and federal laws.

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave. Current law provides up to 4 months of unpaid leave. Employees may also be eligible for an additional 12 weeks of leave under the California Family Rights Act (CFRA). An employee may be required to use any available sick leave during her pregnancy disability leave. At the employee's option, any accrued vacation or other accrued paid leaves may be used during such leave.

- a) An employee who plans to take a pregnancy leave must give reasonable notice (if possible, not less than four (4) weeks) before the date she expects to take the leave and the estimated duration of the leave.

9.10 – Employee's Time Off to Vote

Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted as provided in the State of California Election Code, and notice that any employee desires such time off shall be given in accordance with the provisions of said Code.

9.11 – Jury Duty and Subpoenas Leave

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) day from the termination of his/her jury service.

Regular employees who are subpoenaed to appear as witnesses in behalf of the State of California or any of its agencies shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

9.12 – Leave of Absence Without Pay

Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without express approval of the Chief Personnel Officer. No vacation or sick leave benefits shall be used for illness occurring during such leave.

Leave of absence without pay may be granted by the Chief Personnel Officer depending on the merit of the individual case.

9.13 – Absence Without Leave

Absence without leave shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive workdays may result in termination of employment. Such termination shall not be subject to appeal.

SECTION 10.00 – PERSONNEL PRACTICES

10.01 – Performance Appraisals

A. Regular Employee

A performance appraisal of each regular employee shall be made annually on the anniversary date of their completion of the probationary period.

B. Probationary Employee

A performance appraisal of each probationary employee shall be made by the Department Head on "City of Riverbank Employee Performance Appraisal" forms according to the directions thereon and forwarded to the Personnel Office. The Employee Performance Appraisal form shall be filed by the Department Head upon the completion of the employees' third, and sixth month of service with the City.

In those cases where the probationary period extends to twelve (12) months or longer, the Employee Performance Evaluation form shall be required from the Department Head at the conclusion of each six-month interval.

C. Appeal

Within five (5) days after receiving the performance appraisal, the employee may request in writing, a review of the appraisal with the Chief Personnel Officer. Within five days after said review, the Chief Personnel Officer shall either accept the original performance appraisal, a modified appraisal, or cause a new appraisal to be prepared which shall be entered into the personnel file as the official performance appraisal. The official appraisal shall bear the Chief Personnel Officer's signature. The decision of the Chief Personnel Officer shall be final.

10.02 – Transfers

Any employee may be transferred from one department or division to another.

10.03 – Promotions

Because it is the policy of the City of Riverbank to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require.

Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the Personnel Office at least five (5) working days before the selection is made.

A. Flexible Staffing

Employees assigned to a flexible staffed position may be promoted in accordance with "Appendix D" of this MOU.

10.04 – Demotions

The Chief Personnel Officer or Department Head may demote an employee whose ability to perform his/her required duties falls below acceptable standards, for disciplinary reasons set forth in §10.02, when the need for the position which an employee fills no longer exists, or when an employee requests such demotion. No employee shall be demoted to a classification for which he/she does not possess minimum qualifications. When the action is initiated by the Department Head, written notice of demotion shall be given an employee at least five (5) days before the effective date of the demotion. An employee may appeal such action in the manner provided in §10.04, et seq.

10.05 – Reinstatement

The Chief Personnel Officer may reinstate any suspended employee for good cause and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

10.06 – Terminations

A. Resignation

An employee wishing to leave the service of the City in good standing, either by resignation or retirement, shall give the Department Head concerned at least two (2) weeks notice when practical.

B. Lack of Work or Funds

An employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. Such termination shall not be subject to appeal.

In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except in supervisory or management positions. The order of termination shall be in the reverse order of total cumulative time the employee has served in municipal service. Supervisory or management employees shall be eligible for lower rated positions based upon their seniority but non-supervisory or non-management personnel may not take supervisory or management positions solely based upon seniority.

For the purpose of determining termination, total cumulative time shall include the employee's time served in probation and regular status, and time serve on military leave of absence.

C. Non-Disciplinary Action

Part-time and probationary employees may be terminated by the Chief Personnel Officer at any time, with or without notice, for cause or for the convenience of the City. Regular employees terminated by the Chief Personnel Officer for cause or for the convenience of the City shall be given a written statement of the reasons for such termination and may appeal such action in the manner provided in §1004 et se. Such cause may be other than cause for disciplinary action set forth in §1002, et seq. and may include, but not be limited to, inefficiency and incompetency.

10.07 – Reappointments

Reappointments after termination will be considered new employment. However, reappointments made within six (6) months from the termination date may be made with reinstatement of prior seniority, sick leave, and pay rate.

SECTION 11.00 – DISCIPLINARY PROCEEDINGS

11.01 – Disciplinary Action; Definition

As used in this Section, “Disciplinary Action” shall mean discharge, demotion, reduction in salary, disciplinary probation, or suspension.

11.02 – Cause For Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a) Fraud in securing appointment.
- b) Inexcusable neglect of duty.
- c) Insubordination.
- d) Dishonesty.
- e) Drunkenness on duty.
- f) Inefficiency.
- g) Addiction to the use of controlled substances.
- h) Inexcusable absence without leave.
- i) Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offence involving moral turpitude is deemed to be a conviction within the meaning of this Section.
- j) Immorality.
- k) Discourteous treatment of the public or other employees.
- l) Improper political activity as defined by State Law.
- m) Repeated violation of safety procedures.
- n) Misuse of City property.
- o) Violation of any of the provisions of these working Rules and Regulations or departmental rules and regulations.
- p) Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
- q) Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- r) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, mental disability, physical disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- s) Unlawful retaliation against any other District Officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General, or any other appropriate authority, any facts or information related to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

11.03 – Persons By Whom Disciplinary Action May Be Taken, Notice, Service, Contents

The Chief Personnel Officer or any Department Head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this Section by written notice to the employee of the proposed disciplinary action and the cause for which the proposed disciplinary action is to

be taken, which shall allow the employee a period of five (5) days to respond to the person proposing the disciplinary action. The notice may be served upon the employee, either personally or by certified mail, and shall include:

- a) A statement of the nature of the disciplinary action.
- b) The effective date of the penalty.
- c) A statement of the causes therefore.
- d) A statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) A statement notifying the employee that he/she has five (5) days in which to respond orally or in writing regarding the proposed disciplinary action.

If the employee responds, either orally or in writing, to the notice of proposed disciplinary action, the Chief Personnel Officer or Department Head, as the case may be, shall thereafter amend or withdraw the proposed disciplinary action or proceed with its implementation.

11.04 – Right Of Appeal: Form

Any regular employee shall have the right of appeal to the Chief Personnel Officer from any disciplinary action taken by his/her Department Head under §10.03. Such appeal shall be in writing and must be filed with the Chief Personnel Officer within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The Chief Personnel Officer shall conduct a hearing as provided in this Section. Neither the provisions of this section or this Section shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages.

In the event the Chief Personnel Officer institutes the disciplinary action, he/she shall be disqualified. Should the Chief Personnel Officer be disqualified, or should he/she disqualify himself/herself as hearing officer, the City Council shall appoint a hearing officer who shall have the same power, authority, and responsibility as the Chief Personnel Officer would have as a hearing officer.

11.05 – Hearing

The Chief Personnel Officer shall conduct a hearing on an appeal filed in accordance with §10.04 within thirty (30) days after receipt thereof. The Chief Personnel Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of §1513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in §19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

11.06 – Representation

Any City employee other than those appointed to supervisory, management, and confidential classifications as provided in §1208 of the Personnel Rules and Regulation, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The appellant may appear in person or be represented by counsel.

11.07 – Notices To Witnesses: Cost

The Chief Personnel Officer shall issue notice for the appearances of witnesses for the appellant upon his/her written request and at his/her cost. The Chief Personnel Officer may require such cost to be prepaid.

11.08 – Failure Of Employee To Appear At Hearing

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Chief Personnel Officer or Department Head shall be final.

11.09 – Decisions

The Chief Personnel Officer shall render a written decision within thirty (30) days after concluding the hearing. The Chief Personnel Officer's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Chief Personnel Officer, the employee may be compensated, in whole or in part, for the time lost as determined by the Chief Personnel Officer.

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee and the association on behalf of the employee may, within ten (10) working days after receipt of written notice of the Chief Personnel Officer's decision, give notice to the Chief Personnel Officer that the association representing the grievied employee may submit the matter to binding arbitration. The arbitration board shall consist of one retired superior court judge and the cost of arbitration shall be borne equally between the City and the employee. The arbitration hearing shall be held within thirty (30) days from the date of the request by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.

11.10 – Effect of Certain Disciplinary Actions

- A. Oral reprimand. Employee receiving an oral reprimand may have it noted in their departmental record by the Department Head.
- B. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Chief Personnel Officer's Office.
- C. Disciplinary Probation. Employees placed on disciplinary probation shall not accrue earned time for salary review while on such probation.
- D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.
- E. Discharge. Employees terminated pursuant to §9.06 C of this MOU shall be paid salary accumulated to the effective date of termination only, and shall be paid for accumulated vacation, accumulated compensatory time, and paid days in lieu of holidays.

SECTION 12.00 – GRIEVANCE PROCEDURES

12.01 – Purpose

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- B. To afford employees individually and through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.

- D. To provide that grievances shall be heard and settled as informally as possible.

12.02 – Matters Subject to Grievance Procedure

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided or is not prohibited under the provisions of Section 11.00.

12.03 – Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

12.04 – Formal Grievance Procedure

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

- A. Department review. The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Heads shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the Chief Personnel Officer. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
- B. Chief Personnel Officer Review. Upon receiving the grievance, the Chief Personnel Officer shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The Chief Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the Chief Personnel Officer shall be final, however, in cases where disciplinary action results in termination of the employee. This action is subject to ratification by the City Council as provided in §31.03(H)(3) of the Riverbank City Code.

12.05 – Conduct Of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.
- D. Any reasonable award resulting from the application of this provision shall be binding and final on the parties unless arbitrary and capricious.

SECTION 13.00 – EMPLOYER – EMPLOYEE RELATIONS

13.01 – Purpose

It is the purpose of the City of Riverbank to promote full communications with its employees by providing a reasonable method of resolving disputes between it and employee organizations regarding wages, hours, and other terms and conditions of employment.

It is also the purpose of the City of Riverbank to promote the improvement of personnel management and employer-employee relations by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with the City of Riverbank.

Nothing contained in this Section shall be deemed to supersede the provisions of existing State Law and the Ordinances and Rules and Regulations of the City of Riverbank which establish and regulate a merit personnel system or which provide for other methods of administering employer-employee relationships.

This Section is intended, instead, to strengthen merit and other methods of administering employer-employee relationships through the establishment of uniform and order methods of communication between employees and the City of Riverbank.

13.02 – Definitions

City Council shall mean the City Council of the City of Riverbank.

Chief Personnel Officer shall mean the City Manager of the City of Riverbank.

Bargaining Representative shall mean the Chief Personnel Officer and his/her representatives and/or the duly authorized representatives of an employee organization that has been granted formal recognition by the City Council as representing the employees of a representation unit.

Consult or Consultation in Good Faith shall mean to communicate verbally or in writing for the purpose of presenting and obtaining view or advising of intended actions.

Employee Organization shall mean any organization which includes employees of the City of Riverbank and which has one of its primary purposes representing such employees in their employment relations with the City of Riverbank.

Mediation shall mean any effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the City of Riverbank and the recognized employee organization or recognized employee organizations, through interpretation, suggestion, and advice.

Meet and Confer in Good Faith shall mean that the City of Riverbank by and through its Chief Personnel Officer and his/her representatives, and representatives or recognized employee organizations, shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Miscellaneous Employees shall mean all regular City employees who are referred to as “miscellaneous members” by the California Public Employees’ Retirement System (§20018 of the Government Code).

Recognized Employee Organization shall mean an employee organization which has been acknowledged by the City Council as an employee organization that represents employees of the City of Riverbank. The rights accompanying recognition are either:

- 1) Formal Recognition which is the right to meet and confer in good faith as the conference representative in a representational unit; or
- 2) Informal Recognition which is the right to consultation in good faith by all recognized employee organizations.

Representational Unit shall mean a unit as established by §12.03(B) of this Section.

13.03 – Designation and Recognition of Bargaining Representative

- A. The Chief Personnel Officer and his/her representative shall be the Bargaining Representatives for the City of Riverbank for the purpose of meeting and conferring in good faith pursuant to Government Code §3500 - §3511 inclusive.
- B. There shall be not more than two (2) representational units of employees for purposes of extending formal recognition to, and meeting and conferring in good faith with, the conference representative of the City of Riverbank. If the City employees request more than one (1) representational unit, said additional unit(s) shall be established as follows:
 - 1) Management and Supervisory employees and
 - 2) Miscellaneous employees
- C. Every regular authorized position identified in the Employee Compensation unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State Law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.
- D. Each employee representational unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.

Elections shall be decided on the basis of a majority vote of the employees in the representational unit voting at such election.

- E. Each employee representational unit shall be represented by no more than one recognized employee organization, although this shall not preclude an employee who is not a member of a recognized employee organization from representing himself/herself.

A recognized employee organization shall remain representative of a particular unit for a minimum of one full calendar year and no other organization shall represent employees of the representation unit during that time with regard to matters within the scope of representation as set forth herein.

- F. In cases where there is no recognized employee organization for an employee representational unit, an organization elected by representational unit, shall become the formally recognized employee organization and bargaining representative on the day such organization is formally recognized by the City Council.

In cases where an incumbent formally recognized employee organization is decertified by another employee organization, the newly elected organization shall be recognized by the City Council immediately upon the certification of the election results.

13.04 – Bargaining Procedure

- A. Within the first sixty (60) days of each calendar year, each formally recognized employee organization and the Chief Personnel Officer, or his/her representative, shall mutually exchange written proposals on salaries, fringe benefits, and other terms and conditions of employment to affect each representational unit during the coming year. Following such exchange, representatives of each formally recognized employee organization shall meet at mutually agreeable times and places, with the Chief Personnel Officer or his/her representative(s) for the purpose of conferring in good faith regarding wages, hours, and other terms and conditions of employment. The parties, in conferring, shall consider, but are not limited to consideration of prevailing rates and standards in private business and other public employment, cost of living, internal salary relationships in the City of Riverbank, and the financial condition of the City of Riverbank.
- B. If agreement is reached by the Chief Personnel Officer and his/her representatives and the formally recognized employee organization representative, they shall jointly prepare a written Memorandum of Understanding, which shall not be binding; sign it, and present it to the City Council for its determination. The City Council may approve or reject the Memorandum of Understanding and enact such Ordinances or Resolutions necessary to implement said Memorandum of Understanding.
- C. If, after a reasonable period of time, representatives of the City of Riverbank and the formally recognized employee organization fail to reach agreement, the City of Riverbank and the formally recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Cost of mediation shall be divided one-half to the City of Riverbank and one-half to the formally recognized employee organization.
- D. All Memorandum of Understanding regarding cost items shall be submitted to the City Council by May 1st of each year for consideration at the annual budget hearings, or as requested by the City Council at other times.
- E. The City Council shall cause written notice to be provided to each recognized employee organization concerning matters described in Government Code § 3504.5.

13.05 – Scope of Representation

Conference representatives may meet and confer in good faith and execute a written Memorandum of Understanding on any matter of employer-employee relations, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or Executive Order.

13.06 – Rights and Duties of Conference Representatives and Recognized Employee Organizations

- A. Each employee organization which seeks recognition from the City Council shall file a petition with the City Council containing the following information and documentation:

1. Name and address of the employee organization.
 2. Names and titles of its officers.
 3. Names of employee organization representatives who are authorized to speak on behalf of its members.
 4. A statement that the employee organization has one of its primary purposes, representing employees in their employment relations with the City.
 5. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with a regional or state or national or international organization.
 6. Certified copies of the employee organization's Constitution and Bylaws.
 7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose. In addition, any employee organization seeking informal recognition shall file with the City Council a statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Chief Personnel Officer.
- B. Conference representative of either party shall have the right to meet with conference representatives of the other part, upon reasonable notice, to discuss any problem regarding employer-employee relations arising within the representational unit, or any problems arising under a written Memorandum of Understanding between the parties.
- C. The City of Riverbank shall allow a reasonable number of employee representatives of a formally recognized employee organization reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the Chief Personnel Officer or his/her representatives regarding matters within the scope of representation, or for the purpose of consultation in good faith.
- D. The City of Riverbank shall provide reasonable space on bulletin boards at places of work for the use of recognized employee organizations to inform employees about organizational activities and affairs.
- E. Agents shall be allowed to visit places of City employment where employees it represents are at work, for the purpose of observing conditions of work, or consulting with members regarding immediate grievances or job problems. Such visits shall not be permitted to interfere with the orderly flow of work, nor cause an unsafe condition.

13.07 – No Discrimination

- A. There shall be no discrimination by the City of Riverbank in employment conditions or treatment of employees on the basis of race, sex, creed, color, national origin, ancestry, or membership, non-membership, or participation in the activities of any lawful organization.
- B. There shall be no discrimination by any employee organization in treatment of its members on the basis of race, sex, creed, color, national origin, ancestry, membership, non-membership, or participation in the activities of any lawful organization.

13.08 – Classifications Restricted from Representing Recognized Employee Organizations

The Chief Personnel Officer, elected officials, and department heads shall be restricted from representing a recognized non-management employee organization to avoid potential conflicts of interest.

Nothing herein prohibits employees from joining an employee organization; however, restrictions are placed upon certain employees in representing the organization.

13.09 – Savings Clause

If, at any time, any part of this Section should be found to be unconstitutional, or contrary to applicable law as it now exists, or as it may hereafter be amended, the remainder of the Section will not be affected thereby.

SECTION 14.00 – MISCELLANEOUS PROVISIONS

14.01 – Outside Employment

Any regular employee desiring to engage in outside employment shall first obtain non-City conflict job approval from his/her Department Head. The Employee shall submit a statement to his/her Department Head on a standard City form, naming the prospective employer, his/her address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department Head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Chief Personnel Officer, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization.

14.02 – Uniforms

The City shall provide and maintain uniforms to regular full-time employees assigned to work in the field and facility maintenance. The City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on an annual basis to CalPERS in June of each year. The uniform allowance amount reported to CalPERS will derive from the City's total fiscal year budgeted amount for providing and maintaining the employees' uniforms, not to exceed \$350 per year, per employee.

Rain Gear

Rain gear consisting of waterproof boots, pants, coat and hat, will be provided to all employees assigned to work in the field at City expense.

14.03 – Contracting Unit Work

During the term of this MOU the City agrees not to contract out work of any position, and will not terminate any existing employee as a result of subcontracting of any work that has been performed by the members of the Bargaining Unit. Vacant positions that have not been filled may be contracted out for not more than one (1) year.

14.04 – AI/ Automation

The City agrees to provide advance written notice to the Union in the event that the City plans to implement AI or automation that would eliminate bargaining unit work.

SECTION 15.00 – AGREEMENT

15.01 – Entire Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Any prior or existing Agreement between the parties whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety.

In the event that any provision of this MOU is found to be in conflict with a City rule, regulation, or resolution, the provision of this MOU shall prevail over such conflicting rule, regulation or resolution.

15.02 – Severability of Provisions

Should any part of this MOU is for any reason held to be invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such part shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

15.03 – Modifications, Amendments and Revisions

The terms and conditions of this MOU may be modified, amended or revised, only through the voluntary and mutual consent of both parties.

15.04 – Ratification

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Union.

SIGNATURES

For the City of Riverbank

Marisela H. Garcia
City Manager

For the Union; Northern California District
Council of Laborers' and Construction,
Production & Maintenance Laborers',
Local Union #1130; AFL:CIO

Joshua Lepper
Business Manager

David McDaniel
Shop Steward

Oscar Padilla
Shop Steward

Appendix A

City of Riverbank Employee Compensation Plan Effective October 3, 2025

TITLE	Range	MONTHLY SALARY STEP				
		A	B	C	D	E
Account Clerk I	43	4,129.75	4,336.24	4,553.05	4,780.70	5,019.74
Account Clerk II	53	4,561.75	4,789.84	5,029.33	5,280.80	5,544.84
Accounting Technician	65	5,140.31	5,397.33	5,667.20	5,950.56	6,248.09
Administrative Analyst I	75	5,678.08	5,961.98	6,260.08	6,573.08	6,901.73
Administrative Assistant	66	5,191.70	5,451.29	5,723.85	6,010.04	6,310.54
Administrative Clerk	30	3,628.65	3,810.08	4,000.58	4,200.61	4,410.64
Assistant Mechanic	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Assistant Planner	81	6,027.40	6,328.77	6,645.21	6,977.47	7,326.34
Associate Planner	91	6,657.99	6,990.89	7,340.43	7,707.45	8,092.82
Building Inspector I	76	5,734.86	6,021.60	6,322.68	6,638.81	6,970.75
Building Inspector II	86	6,334.83	6,651.57	6,984.15	7,333.36	7,700.03
City Mechanic	70	5,402.52	5,672.65	5,956.28	6,254.09	6,566.79
Community Development Specialist I	43	4,129.75	4,336.24	4,553.05	4,780.70	5,019.74
Community Development Specialist II	53	4,561.75	4,789.84	5,029.33	5,280.80	5,544.84
Construction Inspector I	86	6,334.83	6,651.57	6,984.15	7,333.36	7,700.03
Construction Inspector II	96	6,997.58	7,347.46	7,714.83	8,100.57	8,505.60
Deputy City Clerk	66	5,191.70	5,451.29	5,723.85	6,010.04	6,310.54
Engineer Technician I	61	4,939.72	5,186.71	5,446.05	5,718.35	6,004.27
Engineer Technician II	71	5,456.55	5,729.38	6,015.85	6,316.64	6,632.47
Facilities Maintenance Worker I	43	4,129.75	4,336.24	4,553.05	4,780.70	5,019.74
Facilities Maintenance Worker II	47	4,297.39	4,512.26	4,737.87	4,974.76	5,223.50
Housing & Economic Development Specialist I	66	5,191.70	5,451.29	5,723.85	6,010.04	6,310.54
Housing & Economic Development Specialist II	76	5,734.86	6,021.60	6,322.68	6,638.81	6,970.75

Human Services Specialist	73	5,566.23	5,844.54	6,136.77	6,443.61	6,765.79
Maintenance Worker I	37	3,890.37	4,084.89	4,289.13	4,503.59	4,728.77
Maintenance Worker II	47	4,297.39	4,512.26	4,737.87	4,974.76	5,223.50
Neighborhood Improvement Officer I	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Neighborhood Improvement Officer II	66	5,191.70	5,451.29	5,723.85	6,010.04	6,310.54
Park Maintenance Worker I	37	3,890.37	4,084.89	4,289.13	4,503.59	4,728.77
Park Maintenance Worker II	47	4,297.39	4,512.26	4,737.87	4,974.76	5,223.50
Project Coordinator	76	5,734.86	6,021.60	6,322.68	6,638.81	6,970.75
Recreation Coordinator	42	4,088.84	4,293.28	4,507.94	4,733.34	4,970.01
Senior Facilities Maintenance Worker	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Senior Maintenance Worker	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Senior Park Maintenance Worker	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Senior Park Maintenance Worker/Facilities Technician	64	5,089.43	5,343.90	5,611.10	5,891.66	6,186.24
Senior Wastewater Treatment Plant Operator	68	5,296.08	5,560.88	5,838.92	6,130.87	6,437.41
Senior Water Utility Worker	64	5,089.43	5,343.90	5,611.10	5,891.66	6,186.24
Transportation Coordinator	53	4,561.75	4,789.84	5,029.33	5,280.80	5,544.84
Wastewater Treatment Plant Maintenance Technician Trainee	46	4,254.87	4,467.61	4,690.99	4,925.54	5,171.82
Wastewater Treatment Plant Maintenance Technician I	56	4,700.01	4,935.01	5,181.76	5,440.85	5,712.89
Wastewater Treatment Plant Maintenance Technician II	66	5,191.70	5,451.29	5,723.85	6,010.04	6,310.54
Wastewater Treatment Plant Operator I	49	4,383.79	4,602.98	4,833.13	5,074.79	5,328.53
Wastewater Treatment Plant Operator II	59	4,842.39	5,084.51	5,338.74	5,605.68	5,885.96
Wastewater Treatment Plant Operator-In-Training	43	4,129.75	4,336.24	4,553.05	4,780.70	5,019.74
Water Utility Worker I	45	4,212.72	4,423.36	4,644.53	4,876.76	5,120.60
Water Utility Worker II	55	4,653.47	4,886.14	5,130.45	5,386.97	5,656.32

Appendix B

City of Riverbank Employee Compensation Plan Effective July 2026

TITLE	Range	MONTHLY SALARY STEP				
		A	B	C	D	E
Account Clerk I	43	4,253.64	4,466.32	4,689.64	4,924.12	5,170.33
Account Clerk II	53	4,698.60	4,933.53	5,180.21	5,439.22	5,711.18
Accounting Technician	65	5,294.52	5,559.25	5,837.21	6,129.07	6,435.52
Administrative Analyst I	75	5,848.42	6,140.84	6,447.88	6,770.27	7,108.78
Administrative Assistant	66	5,347.45	5,614.82	5,895.56	6,190.34	6,499.86
Administrative Clerk	30	3,737.51	3,924.39	4,120.61	4,326.64	4,542.97
Assistant Mechanic	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Assistant Planner	81	6,208.22	6,518.63	6,844.56	7,186.79	7,546.13
Associate Planner	91	6,857.73	7,200.62	7,560.65	7,938.68	8,335.61
Building Inspector I	76	5,906.91	6,202.26	6,512.37	6,837.99	7,179.89
Building Inspector II	86	6,524.87	6,851.11	7,193.67	7,553.35	7,931.02
City Mechanic	70	5,564.60	5,842.83	6,134.97	6,441.72	6,763.81
Community Development Specialist I	43	4,253.64	4,466.32	4,689.64	4,924.12	5,170.33
Community Development Specialist II	53	4,698.60	4,933.53	5,180.21	5,439.22	5,711.18
Construction Inspector I	86	6,524.87	6,851.11	7,193.67	7,553.35	7,931.02
Construction Inspector II	96	7,207.51	7,567.89	7,946.28	8,343.59	8,760.77
Deputy City Clerk	66	5,347.45	5,614.82	5,895.56	6,190.34	6,499.86
Engineer Technician I	61	5,087.91	5,342.31	5,609.43	5,889.90	6,184.40
Engineer Technician II	71	5,620.25	5,901.26	6,196.32	6,506.14	6,831.45
Facilities Maintenance Worker I	43	4,253.64	4,466.32	4,689.64	4,924.12	5,170.33
Facilities Maintenance Worker II	47	4,426.31	4,647.63	4,880.01	5,124.01	5,380.21
Housing & Economic Development Specialist I	66	5,347.45	5,614.82	5,895.56	6,190.34	6,499.86
Housing & Economic Development Specialist II	76	5,906.91	6,202.26	6,512.37	6,837.99	7,179.89
Human Services Specialist	73	5,733.22	6,019.88	6,320.87	6,636.91	6,968.76

Maintenance Worker I	37	4,007.08	4,207.43	4,417.80	4,638.69	4,870.62
Maintenance Worker II	47	4,426.31	4,647.63	4,880.01	5,124.01	5,380.21
Neighborhood Improvement Officer I	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Neighborhood Improvement Officer II	66	5,347.45	5,614.82	5,895.56	6,190.34	6,499.86
Park Maintenance Worker I	37	4,007.08	4,207.43	4,417.80	4,638.69	4,870.62
Park Maintenance Worker II	47	4,426.31	4,647.63	4,880.01	5,124.01	5,380.21
Project Coordinator	76	5,906.91	6,202.26	6,512.37	6,837.99	7,179.89
Recreation Coordinator	42	4,211.51	4,422.09	4,643.19	4,875.35	5,119.12
Senior Facilities Maintenance Worker	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Senior Maintenance Worker	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Senior Park Maintenance Worker	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Senior Park Maintenance Worker/Facilities Technician	64	5,242.11	5,504.22	5,779.43	6,068.40	6,371.82
Senior Wastewater Treatment Plant Operator	68	5,454.96	5,727.71	6,014.10	6,314.81	6,630.55
Senior Water Utility Worker	64	5,242.11	5,504.22	5,779.43	6,068.40	6,371.82
Transportation Coordinator	53	4,698.60	4,933.53	5,180.21	5,439.22	5,711.18
Wastewater Treatment Plant Maintenance Technician Trainee	46	4,382.52	4,601.65	4,831.73	5,073.32	5,326.99
Wastewater Treatment Plant Maintenance Technician I	56	4,841.01	5,083.06	5,337.21	5,604.07	5,884.27
Wastewater Treatment Plant Maintenance Technician II	66	5,347.45	5,614.82	5,895.56	6,190.34	6,499.86
Wastewater Treatment Plant Operator I	49	4,515.30	4,741.07	4,978.12	5,227.03	5,488.38
Wastewater Treatment Plant Operator II	59	4,987.66	5,237.04	5,498.89	5,773.83	6,062.52
Wastewater Treatment Plant Operator-In-Training	43	4,253.64	4,466.32	4,689.64	4,924.12	5,170.33
Water Utility Worker I	45	4,339.10	4,556.06	4,783.86	5,023.05	5,274.20
Water Utility Worker II	55	4,793.07	5,032.72	5,284.36	5,548.58	5,826.01

Appendix C

Flexible Staffing Program

Purpose

The purpose of flexible staffing is to provide non-competitive promotional opportunities to employees assigned to certain classifications. The program establishes criteria for promotion from the entry-level I position, to the journey level (II, Sr.). The program serves to increase worker skills and encourage cross training in related fields in order to provide more effective use of available resources.

Program Guidelines

The following guidelines shall apply to all classifications, which are a part of the flexible staffing program:

1. The employee must receive an overall rating in his/her performance appraisal of an average of “three” or better for two years prior to promotion and have no ratings of “one” in those two years.
2. The employee must have exhibited that he/she can satisfactorily perform the duties and exhibit knowledge and abilities contained in his/her current job description prior to being eligible to promote.
3. The employee must meet experience, education, certification(s) and driver’s license criteria established for promotion to the next higher-level class to be considered for promotion.
4. Employees must be able to demonstrate their ability to perform a range of practical skills related to actual job requirements and pass a written examination.
5. A minimum of three years’ experience as a regular full-time employee at the entry-level I position is required prior to promotion.

Flexible Staff Positions

Public Works Department

Maintenance Worker
Senior Maintenance Worker

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: **October 14, 2025**

Subject: **A Resolution to Approve a Contract Change Order for 90% Design for the Regional Recycled Water Project – Phase I to Brown and Caldwell, and Authorize a Budget Appropriation in the amount of \$3,686,000.00 from the Sewer Fund 106**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Cody Bridgewater, Public Works Director**

RECOMMENDATION

It is recommended that the City Council award the contract change order for preparation of the 90% design for the Riverbank Regional Recycled Water Project – Phase I to Brown and Caldwell, authorize the City Manager to execute a contract with said firm in the amount of \$3,510,436.00, authorize a contingency amount of \$175,564.00 (approximately 5%), and authorize a budget appropriation of \$3,686,000.00 from Sewer Fund 106 for said contract.

SUMMARY

In 2022 the City proceeded with completing 15% design documents and making application to the State Water Resources Control Board and Federal Emergency Management Agency for financial assistance for the Riverbank Regional Recycled Water Project – Phase I. Following an open Request for Qualifications (RFQ) process for preparation of these 30% design documents and a review committee's review of the one Statement of Qualifications received, from Brown and Caldwell, based on qualifications and experience, tonight's request is to proceed with awarding the contract change order to Brown and Caldwell for advancement of the design documents from 60% to 90%.

BACKGROUND

In June 2023, City Council approved a contract with Brown and Caldwell for the 30% design to advance the details of design, including evaluating potential addition of grit removal and cost-efficient management of wastewater solids, and will support advancing

the projects towards implementation. This 30% was completed on time, and under budget by approximately \$290,000.00 in March 2024.

In September 2025, City Council approved a contract change order to further the design to 60% which included the following:

- Project management, Quality Assurance/Quality Control, and meetings
- Equipment pre-selection
- 60% design services and submittals
- Architectural workshops
- Operations workshops
- Control Narrative workshops

60% design plans have been completed on time and on budget.

City Staff is now requesting the approval of an additional change order in order to progress the plans to the 90% level. This process will include, but is not limited to:

- Project management, Quality Assurance/Quality Control, and meetings
- Value Engineering Support
- 90% design services and submittals
 - Detailed mechanical drawings
 - Detailed electrical drawings
 - Detailed structural drawings
- Optional design services
 - Redesign due to value engineering decisions
- Optional Commissioning Plan
 - Commissioning team
 - Commissioning schedule
 - Testing requirements for each component upon commissioning

FINANCIAL IMPACT

Cost of this element of the project is \$3,686,000.00, to be appropriated from the City's Wastewater Enterprise Fund 106. These funds have been collected via the five-year sewer rates implemented by Council in 2022.

ATTACHMENT

- 1) Resolution 2025-
- 2) Brown and Caldwell 90% Scope of Services

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AWARD A CONTRACT CHANGE ORDER FOR THE 90% DESIGN FOR THE REGIONAL RECYCLED WATER PROJECT – PHASE I TO BROWN AND CALDWELL AND AUTHORIZE A BUDGET APPROPRIATION OF \$3,686,000.00 FROM SEWER FUND 106

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, the City has submitted an application to the State Water Resources Control Board for financial assistance in implementing the Regional Recycled Water Project – Phase I; and

WHEREAS, advancing the design of the Project to the 90% level of detail will support project permitting with the Regional Water Quality Control Board; and

WHEREAS, advancing the design to the 90% level of detail will support the City’s position and competitive situation in obtaining other financial assistance; and

WHEREAS, proceeding with the Design will advance the overall project schedule towards design completion projected in 2027; and

WHEREAS, after issuance of a Request for Qualifications and negotiation of a scope of services and fee, it is the City Council’s desire to award the contract for preparation of the design documents to Brown and Caldwell, the City wishes to promote the design phase of the project to 90% through a contract change order at an approximate cost of \$3,510,436.00, with a 5% budget contingency amount of \$175,564.00 for potential additional services, for a total of \$3,686,000.00 to be allocated from the Wastewater Enterprise Fund 106.

WHEREAS, City Council hereby approves this agreement, subject to any minor revisions approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby awards Contract Change order for the 90% Design for the Regional Recycled Water Project – Phase I contract to Brown and Caldwell, authorizes the City

Manager to execute this agreement, and appropriates \$3,686,000.00 from the Wastewater Enterprise Fund 106.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Brown and Caldwell 90% Scope of Services

T: 916-444-0123

September 10, 2025



Cody Bridgewater
City of Riverbank
6707 Third Street
Riverbank, CA 95367

181441

Subject: Riverbank Regional Recycled Water Project (RRRWP) Amendment 3

Dear Mr. Bridgewater:

Brown and Caldwell (BC) is pleased to provide this amendment to the City of Riverbank (City) Regional Recycled Water Project (Project). This amendment progresses the recently submitted 60% design to 90% design.

The scope of 90% design services described herein is to be performed at the City's existing wastewater treatment plant for the Project. BC will perform the following tasks as described below:

- Project Management
- Value Engineering (VE) Support
- 90% Design Services
- Optional Design Services
- Optional Commissioning Plan

Assumptions regarding the tasks are included for each task.

In general, BC and our sub-consultants will provide civil, architectural, structural, process mechanical, building mechanical, electrical, and instrumentation and controls engineering services for the Project.

The following sections describe the scope of work, estimated budget, and the schedule to conduct each phase.

Phase 9 – 90% Project Management

Project Management: BC will provide oversight for administration, project controls, and quality of the Project. BC will also prepare and maintain a decision log that will record comments and decisions made by Riverbank throughout the Project and manage the quality assurance/quality control (QA/QC) review of the work products.

BC will organize and facilitate biweekly teleconferences to discuss the Project's progress and relevant topics. Topics will be determined as conditions develop in collaboration with Riverbank. Biweekly teleconferences will be held virtually via

Microsoft (MS) Teams between the BC project manager (PM) and Riverbank PM, unless otherwise determined not to be needed by Riverbank PM.

As part of this task, and included in the associated task budget, BC will also conduct internal team coordination meetings. Internal meetings will be held twice per month via teams.

BC will complete the following tasks:

- Oversee daily management of scope, deliverables, schedule, and budget
- Prepare monthly progress reports and invoices
- Facilitate QA/QC Reviews
- Update the Project Management Plan (PMP), Quality Management Plan (QMP) and Field Work Safety Plan (FWSP)

Phase 9 – Deliverables:

- 14 monthly invoices and progress reports
- Action items and decision log, provided upon request
- Agenda and minutes from biweekly teleconference meetings

Phase 9 – Assumptions:

- Up to 22 Bi-Weekly Coordination calls will be held virtually via MS Teams, and attended by BC PM for a duration of up to 1 hour.
- Other BC staff or sub-consultants may be included in coordination calls as deemed allowable by BC.
- Project Duration for 90% Design will be 14 months.
- Notice to proceed expected on September 25, 2025.

Phase 10 – Support 90% Value Engineering Study

Prior to progressing the 60% design to 90% design, BC will provide support to a VE study intended to identify construction cost savings for the project. Design considerations to be considered include:

- Removal of Sodium Hypochlorite Facility.
- Relocation of Tertiary Facilities to be closer to Secondary Facilities and the Operations and Electrical building.
- Reconfiguration of Emergency Storage Basin so that the temporary bypass structure can be repurposed as the emergency storage return structure, reusing existing HDPE liner.
- Consider removal of one of the Stormwater Retention Basins and use the Emergency Storage Basin for both stormwater and wastewater.
- Consider removal of one of the secondary clarifiers and increasing emergency storage to meet Title 22 requirements.
- Consider an alternative to pre-filling basins T-2 and T-3 to reduce cut and fill quantities.
- Consider shallowing up the drainage and drain pumping station to reduce cost of concrete structures and pipe excavation.

- Consider a single mechanical screen with a manual screen instead of two mechanical screens.
- Consider a single oxidation ditch with redundant mechanical equipment instead of two redundant oxidation ditches.

Kickoff Workshop

BC will attend a kickoff workshop that will be conducted with the third-party VE team and Riverbank to review the initially identified VE items and identify other opportunities in a brainstorming session. The workshop outcome will be a list of VE recommendations.

VE Review

The VE team will conduct a review of the 60% construction cost estimate, drawings, and specifications. The VE team will include Dave Ewing (subcontractor to KSN), and KSN staff. BC staff will coordinate with the VE Team and address written recommendations by the VE team by formally responding to provided changes and providing the design justification to estimate the viability of each change. BC will address questions on construction cost and provide opinions on the possible construction cost savings for provided recommendations.

VE Workshop

BC will attend a VE workshop where the VE team will present the cost-saving concepts to the City of Riverbank Staff. The workshop will rank the concepts in terms of possible cost savings and the City will identify which concepts will be incorporated into the 90% design.

Phase 10 – Deliverables:

- VE tabulated responses with associated opinions of possible cost information.

Phase 10 – Assumptions:

- Two in-person VE workshops (each up to 4-hours long with up to 4 BC staff in attendance)
- Grit removal and solids dewatering and drying processes will not be considered for removal from design.
- VE workshop minutes, agenda and reports will be completed by KSN.
- BC services for VE support will be provided up to the limit of the phase budget.

Phase 11 – 90% Design Services

BC will prepare drawings and specifications for the 90% design submittal package. Drawings and specifications will include General, Civil, Process and Building Mechanical (Plumbing and HVAC), Architectural, Structural, Demolition, Electrical and Instrumentation work. Attachment A identifies the drawings that will be provided in the 90% submittal. Drawings will be prepared in Revit 2023 format.

The scope of work includes the 90% design submittal package, an updated geotechnical report, and an updated opinion of probable construction cost (OPCC). Crawford & Associates will revise the Geotechnical Report with recommendations for

90% design and the VE report outcomes. Mark Thomas will conduct one field survey to spot-check elevations of existing structure and identify the potable water line connection location.

Services under this task also include:

- Preparation of new electrical service application with Modesto Irrigation District
- Preparation of an air permit application for the new standby diesel generator
- Incorporation of additional fire protection requirements

Phase 11 – Assumptions:

- Hard copy set of the design documents will not be provided.
- Riverbank will provide consolidated review comments within 15 business days of design submittal.
- OPCC will be AACE Class 2 at 90% design level.
- Signage beyond code required signage and room identification is not included.
- Energy modeling for performance-based Title 24 compliance is not included.
- LEED/sustainability evaluation or certification is not included.
- No Formal City Building Department design review is included.
- CEQA/NEPA/Permitting/Grant Funding to be completed by others.
- Utility service application and air permit application to be submitted by the City to the appropriate agencies.
- BC services for applications and permitting is limited to up to 188 hours.
- Will assume that SCADA and PLC programming to be done by BC and will be scoped later as part of a future Amendment for engineering services during construction

Phase 11 – Deliverables:

- One version of an Utility Service Application
- One version of an Air Permit Application
- Design calculations, equipment cutsheets and control strategy narratives in PDF.
- PDF of 90% submittal drawings sized to print half size on 11x17 sheets
- PDF and word copies of technical design specifications
- Master Equipment List (MEL Excel spreadsheet)
- Electronic copy of the Engineer's OPCC with narrative that explains BC identified significant changes to the estimate since the 60% design.
- Electronic copy of construction schedule in MS Project
- 90% Review Summary (Excel spreadsheet)

Phase 12 – Optional Services

Task 12.1 – Redesign Services

This optional task includes an additional redesign effort based on the recommendations from the VE Report. This task will only be released upon written approval by the City after the City's approval on what VE modifications will be included in the 90% design submittal.

Task 12.1 – Assumptions

- The included placeholder budget of \$150,000 as an estimate. The task budget will be negotiated and agreed to based on the identified design changes. The actual amount will be scoped in more detail for approval by the City based on the requested VE changes.

Task 12.2 – Commissioning Plan Preparation

This optional task is preparation of a commissioning plan for the new facilities. BC will prepare a draft commissioning plan that will be included as part of the plans and specifications for general contractor use. The commissioning plan will include the activities identified for pre-commissioning phase, clean water phase, introduction of seed sludge and start-up of the new facilities and will cover equipment and systems in the design.

Task 12.2 – Assumptions:

- The commissioning plan will include:
 - a sample commissioning team organizational chart,
 - a description of each identified system to be commissioned,
 - testing requirements and associated forms for each identified component and system for the phases of commissioning (e.g., individual component testing, system-level testing, operational testing).
- The commissioning plan will not include
 - a commissioning schedule (to be provided by contractor)
- The commissioning plan is intended to be used as a guide, and the Contractor will be responsible for adopting the commissioning plan and updating as needed to confirm requirements of the individual specifications are met.
- Additional coordination with identified stakeholders (e.g., Contractor, Designer, City staff, Construction Manager, etc.) is expected to take place during construction period to refine the commissioning plan based on the project schedule and field changes.

Task 12.2 – Deliverables:

- Draft Commissioning Plan (electronic Word and PDF)

Time of Completion

The work associated with Amendment 3 is expected to commence by September 26, 2025. The 90% Design phase is scheduled with an end date within 14 months of issuance of notice to proceed with an anticipated end-date of November 11, 2026. Attachment B contains a Design Development schedule.

Fee Estimate

The detailed fee estimate for the forgoing services is included in Attachment C.

Terms and Conditions

All work will be performed in accordance with the Terms and Conditions set forth in the Consultant Services Agreement Related to Regional Recycled Water Project dated June 27, 2023.

We look forward to continuing to assist you on this project. Should you have questions or require additional information, please contact Mike Harrison at 916.826.3230 or Aren Hansen at 925.210.2522

Very truly yours,

Brown and Caldwell



Aren Hansen, P.E.
Project Manager



Lori Jones, P.E.
Vice President

Attachments:

1. Attachment A: Anticipated List of Drawings for 90% Design
2. Attachment B: Design Development Schedule
3. Attachment C: Budget Proposal

Attachment A: Anticipated List of Drawings for 90% Design

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
1	G-00-001	PROJECT TITLE LOCATION AND VICINITY MAP
2	G-00-002	INDEX OF DRAWINGS 1
3	G-00-003	INDEX OF DRAWINGS 2
4	G-00-004	GENERAL NOTES AND AREA NUMBERS
5	G-00-005	ABBREVIATIONS 1
6	G-00-006	ABBREVIATIONS 2
7	G-00-007	GENERAL SITE PLAN 1
8	G-00-008	KEY MAP (CHANGE TITLE SITE PLAN 2)
9	G-00-009	DESIGN CRITERIA 1
10	G-00-010	DESIGN CRITERIA 2
11	G-00-011	HYDRAULIC PROFILE
12	G-00-012	HYDRAULIC PROFILE - BID DEDUCTIVE ALTERNATIVE A
13	G-00-013	PROCESS FLOW SCHEMATIC
14	G-00-014	PROCESS FLOW SCHEMATIC - BID DEDUCTIVE ALTERNATIVE A
15	G-00-015	DRAINAGE PLAN SCHEMATIC
16	G-00-016	1W AND 3W SCHEMATIC
17	C-00-001	TYPICAL CIVIL DETAILS 1
18	C-00-002	TYPICAL CIVIL DETAILS 2
19	C-00-003	TYPICAL CIVIL DETAILS 3
20	C-00-004	TYPICAL CIVIL DETAILS 4
21	C-00-005	TYPICAL CIVIL DETAILS 5
22	C-00-006	TYPICAL CIVIL DETAILS 6
23	C-00-007	TYPICAL CIVIL DETAILS 7
24	C-00-100	SITE PLAN SURVEY CONTROL
25	C-00-201	SITE ACCESS ROAD ALIGNMENT SHEET 1
26	C-00-202	SITE ACCESS ROAD & SECTIONS SHEET 2
27	C-00-203	SITE ACCESS ROAD & SECTIONS SHEET 3
28	C-00-204	SITE ACCESS ROAD & SECTIONS SHEET 4
29	C-00-205	SITE ACCESS ROAD DETAILS SHEET 5
30	C-00-206	SOIL BORROW AND FILL AREAS
31	C-00-300	PAVING & GRADING KEY PLAN
32	C-00-301	COORDINATE TABLE
33	C-00-302	INTERIM GRADING PLAN
34	C-00-303	GRADING AND PAVING 1
35	C-00-304	GRADING AND PAVING 2
36	C-00-305	GRADING AND PAVING 3
37	C-00-330	EMERGENCY STORAGE BASIN PLAN & SECTION
38	C-00-331	EMERGENCY STORAGE BASIN PLAN & SECTION
39	C-00-332	EMERGENCY STORAGE BASIN INLET & OUTLET STRUCTURES DETAILS
40	C-00-400	YARD PIPING KEY PLAN
41	C-00-401	YARD PIPING PLAN 1
42	C-00-402	YARD PIPING PLAN 2
43	C-00-403	YARD PIPING PLAN 3
44	C-00-404	YARD PIPING PLAN 4
45	C-00-405	YARD PIPING PLAN 5
46	C-00-410	PIPING PROFILES RS LINE

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
47	C-00-411	PIPING PROFILES 24 INCH ML (BOTH)
48	C-00-412	PIPING PROFILES 18 INCH RAS (BOTH)
49	C-00-413	PIPING PROFILES DRAIN LINE
50	C-00-414	PIPING PROFILES STORM DRAIN LINE
51	C-00-415	PIPING PROFILE 24" SE
52	C-00-416	PIPING PROFILE 12" D
53	C-00-431	YARD PIPING DETAILS 1
54	C-00-432	YARD PIPING DETAILS 2
55	C-00-433	YARD PIPING DETAILS 3
56	C-05-601	RW PIPELINE ALIGNMENT PLAN (GROWER 1)
57	C-05-602	RW PIPELINE ALIGNMENT PLAN (GROWER 1)
58	C-05-603	RW PIPELINE ALIGNMENT PLAN (GROWER 1)
59	C-05-604	RW PIPELINE ALIGNMENT PLAN (GROWER 1)
60	C-05-605	RW PIPELINE ALIGNMENT PLAN (GROWER 1)
61	C-05-608	RW PIPELINE ALIGNMENT PLAN (GROWER 2)
62	C-05-609	RW PIPELINE ALIGNMENT PLAN (GROWER 2)
63	C-05-610	RW PIPELINE ALIGNMENT PLAN (GROWER 2)
64	C-05-620	RW DELIVERY CONNECTION SITE PLAN AND PROFILE GROWER 1
65	C-05-621	RW DELIVERY CONNECTION SITE PLAN AND PROFILE GROWER 2
66	C-07-260	SEASONAL STORAGE POND PLAN AND SECTION
67	C-07-320	STORMWATER RETENTION POND 1 PLAN AND SECTION
68	C-07-330	STORMWATER RETENTION POND 2 PLAN AND SECTION
69	C-07-820	STORMWATER RETENTION POND 1 DETAILS
70	C-07-821	STORMWATER RETENTION POND 1 INLET AND OUTLET STRUCTURE PLANS SECTIONS AND DETAILS
71	C-07-830	STORMWATER RETENTION POND 2 DETAILS
72	C-07-831	STORMWATER RETENTION POND 2 INLET AND OUTLET STRUCTURE PLANS SECTIONS AND DETAILS
73	C-07-860	SEASONAL STORAGE POND SECTIONS AND DETAILS
74	CD-00-101	SITE DEMOLITION PLAN
75	DD-01-101	HEADWORKS DEMOLITION PLAN
76	DD-07-101	SECONDARY EFFLUENT RETURN PUMPING STATION DEMOLITION PLAN
77	A-09-001	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
78	A-09-002	CODE SUMMARY
79	A-09-003	OCCUPANCY AND EGRESS PLANS
80	A-09-101	OCCUPANCY AND EGRESS - SITE PLAN
81	A-09-102	GROUND FLOOR SLAB PLAN
82	A-09-103	OVERALL FLOOR PLANS
83	A-09-104	OVERALL REFLECTED CEILING PLANS
84	A-09-105	ROOF PLAN
85	A-09-130	EXISTING ADMIN BUILDING RENOVATION - FLOOR PLANS AND RCP
86	A-09-201	AREA PLAN - 01
87	A-09-202	AREA PLAN - 02
88	A-09-203	AREA PLAN - 03
89	A-09-204	REFLECTED CEILING AREA PLAN - 01

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
90	A-09-205	REFLECTED CEILING AREA PLAN - 02
91	A-09-206	REFLECTED CEILING AREA PLAN - 03
92	A-09-301	BUILDING SECTIONS
93	A-09-302	BUILDING SECTIONS
94	A-09-303	WALL SECTIONS
95	A-09-304	WALL SECTIONS
96	A-09-401	BUILDING ELEVATIONS
97	A-09-501	ENLARGED PLAN AND SECTIONS - STAIR & MEZZANINE
98	A-09-502	INTERIOR ELEVATIONS
99	A-09-503	ENLARGED PLANS AND SECTIONS - EXTERIOR CANOPY
100	A-09-530	EXISTING ADMIN BUILDING RENOVATION - ELEVATIONS
101	A-09-701	SCHEDULES
102	A-09-702	SCHEDULES
103	A-09-703	INTERIOR WALL TYPES
104	A-09-801	DETAILS
105	A-09-802	DETAILS
106	A-09-803	DETAILS
107	A-09-804	DETAILS
108	A-09-805	DETAILS
109	A-09-806	DETAILS
110	A-09-901	3D VIEWS AND RENDERINGS
111	S-00-001	GENERAL NOTES 1
112	S-00-002	GENERAL NOTES 2
113	S-00-003	SPECIAL INSPECTION NOTES AND TABLES 1
114	S-00-004	SPECIAL INSPECTION NOTES AND TABLES 2
115	S-00-005	SYMBOLS AND LEGENDS
116	S-00-006	TYPICAL DETAILS 1
117	S-00-007	TYPICAL DETAILS 2
118	S-00-008	TYPICAL DETAILS 3
119	S-00-009	TYPICAL DETAILS 4
120	S-00-010	TYPICAL DETAILS 5
121	S-00-011	TYPICAL DETAILS 6
122	S-00-012	TYPICAL DETAILS 7
123	S-00-013	TYPICAL DETAILS 8
124	S-00-014	TYPICAL DETAILS 9
125	S-00-015	TYPICAL DETAILS 10
126	S-00-016	TYPICAL DETAILS 11
127	S-00-017	TYPICAL DETAILS 12
128	S-00-018	TYPICAL DETAILS 13
129	S-00-019	TYPICAL DETAILS 14
130	S-00-020	TYPICAL DETAILS 15
131	S-00-021	TYPICAL DETAILS 16
132	S-01-101	HEADWORKS AND SCREENING PLAN AND SECTIONS
133	S-01-111	VECTOR RECEIVING STATION PLAN AND SECTION
134	S-01-121	GRIT REMOVAL FACILITY PLAN
135	S-01-321	GRIT REMOVAL FACILITY SECTIONS 1

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
136	S-01-322	GRIT REMOVAL FACILITY SECTIONS 2
137	S-01-521	GRIT REMOVAL FACILITY DETAILS
138	S-02-101	OXIDATION DITCH SPLITTER BOTTOM PLAN
139	S-02-102	OXIDATION DITCH SPLITTER TOP PLAN
140	S-02-111	ANOXIC BASINS/OXIDATION DITCH BOTTOM PLAN
141	S-02-112	ANOXIC BASINS/OXIDATION DITCH TOP PLAN
142	S-02-201	OXIDATION DITCH SPLITTER
143	S-02-301	OXIDATION DITCH SPLITTER SECTIONS AND DETAILS
144	S-02-311	ANOXIC BASINS/OXIDATION DITCH SECTIONS 1
145	S-02-312	ANOXIC BASINS/OXIDATION DITCH SECTIONS 2
146	S-02-313	ANOXIC BASINS/OXIDATION DITCH SECTIONS 3
147	S-02-511	ANOXIC BASINS/OXIDATION DITCH DETAILS
148	S-03-101	CLARIFIER SPLITTER PLAN AND SECTION
149	S-03-111	SECONDARY CLARIFIERS 1 AND 2 LAYOUT
150	S-03-112	SECONDARY CLARIFIERS 1 AND 2 BOTTOM PLAN
151	S-03-113	SECONDARY CLARIFIERS 1 AND 2 TOP PLAN
152	S-03-121	SCUM PUMPING STATION PLAN AND SECTION
153	S-03-131	RAS/WAS PUMPING STATION BOTTOM PLAN
154	S-03-132	RAS/WAS PUMPING STATION TOP PLAN
155	S-03-301	CLARIFIER SPLITTER SECTIONS AND DETAILS
156	S-03-311	SECONDARY CLARIFIERS 1 AND 2 SECTIONS
157	S-03-312	SECONDARY CLARIFIERS 1 AND 2 SECTIONS AND DETAILS 1
158	S-03-313	SECONDARY CLARIFIERS 1 AND 2 SECTIONS AND DETAILS 2
159	S-03-321	SCUM PUMPING STATION SECTION AND DETAILS
160	S-03-331	RAS/WAS PUMPING STATION SECTIONS
161	S-03-332	RAS/WAS PUMPING STATION SECTIONS AND DETAILS
162	S-04-101	FILTER FEED PUMPING STATION PLAN
163	S-04-111	UV DISINFECTION BOTTOM PLAN
164	S-04-112	UV DISINFECTION TOP PLAN
165	S-04-113	UV DISINFECTION ROOF PLAN
166	S-04-121	TERTIARY FILTERS BOTTOM PLAN
167	S-04-122	TERTIARY FILTERS TOP PLAN
168	S-04-123	TERTIARY FILTERS CANOPY FRAMING PLAN
169	S-04-124	TERTIARY FILTERS CHEMICAL STORAGE AREA PLAN
170	S-04-151	CHEMICAL FEED AND STORAGE FACILITY PLAN
171	S-04-301	FILTER FEED PUMPING STATION SECTIONS AND DETAILS 1
172	S-04-302	FILTER FEED PUMPING STATION SECTIONS AND DETAILS 2
173	S-04-311	UV DISINFECTION SECTIONS 1
174	S-04-312	UV DISINFECTION SECTIONS 2
175	S-04-321	TERTIARY FILTERS SECTIONS 1
176	S-04-322	TERTIARY FILTERS SECTIONS 2
177	S-04-323	TERTIARY FILTERS SECTIONS 3
178	S-04-325	TERTIARY FILTERS DETAILS 1
179	S-04-326	TERTIARY FILTERS DETAILS 2
180	S-04-351	CHEMICAL FEED AND STORAGE FACILITY SECTIONS 1
181	S-04-352	CHEMICAL FEED AND STORAGE FACILITY SECTIONS 2

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
182	S-04-511	UV DISINFECTION DETAILS
183	S-05-101	RECYCLED WATER STORAGE TANK BOTTOM PLAN
184	S-05-111	RECYCLED WATER AND PLANT WATER PUMP STATION PLAN
185	S-05-301	RECYCLED WATER STORAGE TANK SECTIONS 1
186	S-05-302	RECYCLED WATER STORAGE TANK SECTIONS 2
187	S-05-311	RECYCLED WATER AND PLANT WATER PUMP STATION SECTIONS 1
188	S-05-312	RECYCLED WATER AND PLANT WATER PUMP STATION SECTIONS 2
189	S-05-313	RECYCLED WATER AND PLANT WATER PUMP STATION SECTIONS 3
190	S-06-101	SOLAR DRYER FOUNDATION PLAN
191	S-06-102	SOLAR DRYER AWNING PLANS
192	S-06-111	SOLIDS DEWATERING SYSTEM FOUNDATION PLAN
193	S-06-112	SOLIDS DEWATERING SYSTEM ROOF PLAN
194	S-06-121	CAKE STORAGE FOUNDATION PLAN
195	S-06-122	CAKE STORAGE ROOF PLAN
196	S-06-301	SOLAR DRYER SECTIONS 1
197	S-06-302	SOLAR DRYER SECTIONS 2
198	S-06-311	SOLIDS DEWATERING SYSTEM SECTIONS 1
199	S-06-312	SOLIDS DEWATERING SYSTEM SECTIONS 2
200	S-06-321	CAKE STORAGE SECTIONS
201	S-06-322	SOLAR HOT WATER STORAGE TANK SECTIONS AND DETAILS
202	S-06-331	SOLAR ARRAY SECTIONS AND DETAILS
203	S-06-501	SOLAR DRYER DETAILS
204	S-06-511	SOLIDS DEWATERING SYSTEM DETAILS
205	S-06-521	CAKE STORAGE DETAILS
206	S-07-101	SECONDARY EFFLUENT RETURN PUMP STATION PLAN AND SECTIONS
207	S-07-111	PLANT DRAIN AND STORMWATER PUMP STATION PLAN
208	S-07-311	PLANT DRAIN AND STORMWATER PUMP STATION SECTION
209	S-09-101	OPERATIONS AND ELECTRICAL BUILDING FOUNDATION PLAN
210	S-09-102	OPERATIONS AND ELECTRICAL BUILDING MEZZANINE PLAN
211	S-09-103	OPERATIONS AND ELECTRICAL BUILDING ROOF PLAN
212	S-09-111	OPERATIONS AND ELECTRICAL BUILDING PUMP STATION PLAN AND SECTION
213	S-09-301	OPERATIONS AND ELECTRICAL BUILDING SECTIONS 1
214	S-09-302	OPERATIONS AND ELECTRICAL BUILDING SECTIONS 2
215	S-09-303	OPERATIONS AND ELECTRICAL BUILDING SECTIONS 3
216	S-09-304	EMERGENCY STANDBY GENERATOR SLAB PLAN AND SECTION
217	S-09-501	OPERATIONS AND ELECTRICAL BUILDING DETAILS
218	D-00-005	SYMBOLS AND LEGENDS
219	D-00-006	TYPICAL MECHANICAL DETAILS 1
220	D-00-007	TYPICAL MECHANICAL DETAILS 2
221	D-00-008	TYPICAL MECHANICAL DETAILS 3
222	D-00-009	TYPICAL MECHANICAL DETAILS 4
223	D-00-010	TYPICAL MECHANICAL DETAILS 5
224	D-00-011	TYPICAL MECHANICAL DETAILS 6
225	D-00-012	TYPICAL MECHANICAL DETAILS 7

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
226	D-00-013	TYPICAL MECHANICAL DETAILS 8
227	D-00-014	TYPICAL MECHANICAL DETAILS 9
228	D-00-015	TYPICAL MECHANICAL DETAILS 10
229	D-01-101	HEADWORKS AND SCREENING PLAN
230	D-01-111	VACTOR RECEIVING STATION PLAN
231	D-01-121	GRIT REMOVAL FACILITY PLAN AND SECTIONS
232	D-01-301	HEADWORKS AND SCREENING SECTIONS
233	D-01-321	GRIT REMOVAL FACILITY SECTION AND DETAILS
234	D-02-101	ANOXIC BASINS/OXIDATION DITCH SPLITTER PLAN
235	D-02-111	ANOXIC BASINS/OXIDATION DITCH OVERALL BOTTOM PLAN
236	D-02-112	ANOXIC BASINS/OXIDATION DITCH OVERALL TOP PLAN
237	D-02-301	ANOXIC BASINS/OXIDATION DITCH SPLITTER SECTIONS AND DETAILS
238	D-02-311	ANOXIC BASINS/OXIDATION DITCH SECTIONS 1
239	D-02-312	ANOXIC BASINS/OXIDATION DITCH SECTIONS 2
240	D-02-313	ANOXIC BASINS/OXIDATION DITCH SECTIONS 3
241	D-02-321	ANOXIC BASINS/OXIDATION DITCH DETAILS
242	D-03-101	CLARIFIER SPLITTER PLAN AND SECTIONS
243	D-03-111	SECONDARY CLARIFIER 1 PLAN
244	D-03-112	SECONDARY CLARIFIER 2 PLAN
245	D-03-121	SCUM PUMPING STATION PLAN SECTION AND DETAILS
246	D-03-131	RAS/WAS PUMPING STATION PLAN
247	D-03-301	CLARIFIER SPLITTER SECTIONS AND DETAILS
248	D-03-311	SECONDARY CLARIFIERS SECTIONS
249	D-03-312	SECONDARY CLARIFIERS SECTIONS AND DETAILS
250	D-03-331	RAS/WAS PUMPING STATION SECTIONS
251	D-03-332	RAS/WAS PUMPING STATION SECTIONS AND DETAILS
252	D-04-101	FILTER FEED PUMPING STATION PLAN
253	D-04-111	UV DISINFECTION PLAN
254	D-04-121	TERTIARY FILTERS PLAN
255	D-04-151	CHEMICAL FEED AND STORAGE FACILITY PLAN
256	D-04-301	FILTER FEED PUMPING STATION SECTIONS AND DETAILS
257	D-04-311	UV DISINFECTION SECTIONS
258	D-04-315	UV DISINFECTION DETAILS
259	D-04-321	TERTIARY FILTERS SECTIONS 1
260	D-04-322	TERTIARY FILTERS SECTIONS 2
261	D-04-323	TERTIARY FILTERS SECTIONS AND DETAILS
262	D-04-331	SECONDARY OVERFLOW AND RAPID MIX BOX SECTIONS
263	D-04-332	SECONDARY OVERFLOW AND RAPID MIX BOX SECTIONS AND DETAILS
264	D-04-351	CHEMICAL FEED AND STORAGE FACILITY SECTIONS 1
265	D-04-352	CHEMICAL FEED AND STORAGE FACILITY SECTIONS 2
266	D-04-353	CHEMICAL FEED AND STORAGE FACILITY SECTIONS 3
267	D-05-101	RECYCLED WATER STORAGE TANK PLAN
268	D-05-111	RECYCLED WATER AND PLANT WATER PUMP STATION PLAN
269	D-05-301	RECYCLED WATER STORAGE TANK DETAILS
270	D-05-311	RECYCLED WATER AND PLANT WATER PUMP STATION SECTIONS

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
271	D-06-101	SOLAR DRYER PLAN
272	D-06-111	SOLIDS DEWATERING SYSTEM PLAN
273	D-06-121	CAKE STORAGE PLAN SECTIONS AND DETAILS
274	D-06-122	SOLAR HOT WATER STORAGE TANK PLAN
275	D-06-131	SOLAR ARRAY PLAN
276	D-06-301	SOLAR DRYER SECTIONS 1
277	D-06-302	SOLAR DRYER SECTIONS 2
278	D-06-303	SOLAR DRYER DETAILS
279	D-06-311	SOLIDS DEWATERING SYSTEM SECTIONS 1
280	D-06-312	SOLIDS DEWATERING SYSTEM SECTIONS AND DETAILS
281	D-06-313	SOLIDS DEWATERING SYSTEM DETAILS
282	D-06-321	SOLAR HOT WATER STORAGE TANK SECTIONS AND DETAILS
283	D-06-331	SOLAR ARRAY SECTIONS AND DETAILS
284	D-07-101	SECONDARY EFFLUENT RETURN PUMP STATION PLAN AND SECTIONS
285	D-07-111	PLANT DRAIN AND STORMWATER PUMPING STATION PLAN AND SECTION
286	D-07-121	EMERGENCY STORAGE BASIN AERATOR PLAN AND SECTIONS
287	D-07-311	PLANT DRAIN AND STORMWATER PUMPING STATION SECTIONS
288	D-07-312	PLANT DRAIN AND STORMWATER PUMPING STATION DETAILS
289	D-09-101	OPERATIONS AND ELECTRICAL BUILDING PUMP STATION PLAN AND SECTION
290	D-09-111	GROWER CONNECTION 1 PLAN AND SECTION
291	D-09-121	GROWER CONNECTION 2 PLAN AND SECTION
292	M-09-001	MECHANICAL GENERAL NOTES, LEGEND SYMBOLS, AND ABBREVIATIONS
293	M-09-002	MECHANICAL HVAC DETAILS
294	M-09-101	MECHANICAL OVERALL LOCATION PLANS
295	M-09-201	MECHANICAL AREA PLAN 01 - DUCTWORK
296	M-09-202	MECHANICAL AREA PLAN 02 - DUCTWORK
297	M-09-203	MECHANICAL AREA PLAN 03 - DUCTWORK
298	M-09-204	MECHANICAL AREA PLAN 01 - PIPING
299	M-09-205	MECHANICAL AREA PLAN 02 - PIPING
300	M-09-206	MECHANICAL AREA PLAN 03 - PIPING
301	M-09-301	MECHANICAL ENLARGED PLANS AND SECTIONS
302	M-09-302	MECHANICAL BUILDING SECTIONS
303	M-09-501	MECHANICAL PIPING DIAGRAMS
304	M-09-601	MECHANICAL CONTROL DIAGRAMS
305	M-09-701	MECHANICAL SCHEDULES
306	M-09-702	MECHANICAL SCHEDULES
307	M-09-703	MECHANICAL SCHEDULES
308	M-09-801	MECHANICAL TITLE 24 COMPLIANCE FORMS
309	P-09-001	GENERAL NOTES, LEGEND, SYMBOLS & ABBREVIATIONS
310	P-09-002	TITLE 24 COMPLIANCE
311	P-09-101	OVERALL FLOOR PLANS
312	P-09-102	PLUMBING OVERALL ROOF PLAN
313	P-09-103	OVERALL REFLECTED CEILING PLANS

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
314	P-09-201	PLUMBING UNDERGROUND ENLARGED PLAN - AREA 01
315	P-09-202	PLUMBING UNDERGROUND ENLARGED PLAN - AREA 02
316	P-09-203	PLUMBING UNDERGROUND ENLARGED PLAN - AREA 03
317	P-09-204	LEVEL 1 - PLUMBING ENLARGED PLAN - AREA 01
318	P-09-205	LEVEL 1 - PLUMBING ENLARGED PLAN - AREA 02
319	P-09-206	LEVEL 1 - PLUMBING ENLARGED PLAN - AREA 03
320	P-09-207	MEZZANINE LEVEL - PLUMBING ENLARGED PLAN
321	P-09-208	PLUMBING ENLARGED PLANS - ADMIN BUILDING
322	P-09-301	PLUMBING DETAILS
323	P-09-302	PLUMBING DETAILS
324	P-09-303	PLUMBING DETAILS
325	P-09-501	WASTE AND VENT, STORM DRAIN PIPING DIAGRAMS
326	P-09-502	WASTE AND VENT PIPING DIAGRAMS
327	P-09-503	DOMESTIC WATER SYSTEM PIPING DIAGRAMS
328	P-09-504	COMPRESSED AIR PIPING DIAGRAM
329	P-09-701	PLUMBING SCHEDULES
330	P-09-702	PLUMBING SCHEDULES
331	E-00-001	ELECTRICAL GENERAL NOTES
332	E-00-002	ELECTRICAL SYMBOLS 1
333	E-00-003	ELECTRICAL SYMBOLS 2
334	E-00-101	ELECTRICAL SITE PLAN 1
335	E-00-102	ELECTRICAL SITE PLAN 2
336	E-00-103	ELECTRICAL SITE PLAN 3
337	E-00-104	ELECTRICAL SITE PLAN 4
338	E-00-105	ELECTRICAL SITE PLAN 5
339	E-00-301	TYPICAL ELECTRICAL DETAILS 1
340	E-00-302	TYPICAL ELECTRICAL DETAILS 2
341	E-00-303	TYPICAL ELECTRICAL DETAILS 3
342	E-00-304	TYPICAL ELECTRICAL DETAILS 4
343	E-00-401	SWBD9900 ELEVATION
344	E-00-402	MCC2990 ELEVATION
345	E-00-403	MCC4990 ELEVATION
346	E-00-404	MCC9990 ELEVATION
347	E-00-705	LIGHTING FIXTURE SCHEDULE AND GENERAL LIGHTING NOTES
348	E-00-711	DUCTBANK SCHEDULE 1
349	E-00-712	DUCTBANK SCHEDULE 2
350	E-00-712	DUCTBANK SCHEDULE 3
351	E-00-801	SWBD9900 SINGLE LINE DIAGRAM
352	E-00-802	MCC2990 SINGLE LINE DIAGRAM
353	E-00-803	MCC3990 SINGLE LINE DIAGRAM
354	E-00-804	MCC4990 SINGLE LINE DIAGRAM
355	E-00-811	CONTROL SCHEMATIC 1
356	E-00-812	CONTROL SCHEMATIC 2
357	E-00-813	CONTROL SCHEMATIC 3
358	E-00-814	CONTROL SCHEMATIC 4
359	E-00-815	CONTROL SCHEMATIC 5

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
360	E-00-816	CONTROL SCHEMATIC 6
361	E-00-817	CONTROL SCHEMATIC 7
362	E-00-818	CONTROL SCHEMATIC 8
363	E-00-819	CONTROL SCHEMATIC 9
364	E-00-820	CONTROL SCHEMATIC 10
365	E-00-821	CONTROL SCHEMATIC 11
366	E-00-822	PANEL SCHEDULE 1
367	E-00-823	PANEL SCHEDULE 2
368	E-00-824	PANEL SCHEDULE 3
369	E-00-825	CABLE AND CONDUIT SCHEDULE 1
370	E-00-826	CABLE AND CONDUIT SCHEDULE 2
371	E-00-827	CABLE AND CONDUIT SCHEDULE 3
372	E-00-828	CABLE AND CONDUIT SCHEDULE 4
373	E-00-829	CABLE AND CONDUIT SCHEDULE 5
374	E-00-830	CABLE AND CONDUIT SCHEDULE 6
375	E-00-831	CABLE AND CONDUIT SCHEDULE 7
376	E-00-832	CABLE AND CONDUIT SCHEDULE 8
377	E-00-833	CABLE AND CONDUIT SCHEDULE 9
378	E-00-834	CABLE AND CONDUIT SCHEDULE 10
379	E-00-835	CABLE AND CONDUIT SCHEDULE 11
380	E-01-101	HEADWORKS AND SCREENING POWER AND CONTROL PLAN
381	E-01-102	HEADWORKS AND SCREENING LIGHTING AND GROUNDING PLAN
382	E-01-111	VACTOR RECEIVING STATION POWER AND CONTROL PLAN
383	E-01-112	VACTOR RECEIVING STATION LIGHTING AND GROUNDING PLAN
384	E-01-121	GRIT REMOVAL FACILITY POWER AND CONTROL PLAN
385	E-01-122	GRIT REMOVAL FACILITY LIGHTING AND GROUNDING PLAN
386	E-02-101	OXIDATION DITCH SPLITTER POWER AND CONTROL PLAN
387	E-02-103	OXIDATION DITCH SPLITTER LIGHTING AND GROUNDING PLAN
388	E-02-111	OXIDATION DITCH/ANOXIC BASINS POWER AND CONTROL PLAN
389	E-02-112	OXIDATION DITCH/ANOXIC BASINS LIGHTING AND GROUNDING PLAN
390	E-03-111	SECONDARY CLARIFIER 1 AND 2 TOP POWER AND CONTROL PLAN
391	E-03-112	SECONDARY CLARIFIER 1 AND 2 TOP LIGHTING AND GROUNDING PLAN
392	E-03-121	SCUM PUMPING STATION POWER AND CONTROL PLAN
393	E-03-122	SCUM PUMPING STATION LIGHTING AND GROUNDING PLAN
394	E-03-131	RAS/WAS PUMPING STATION POWER AND CONTROL PLAN
395	E-03-132	RAS/WAS PUMPING STATION LIGHTING AND GROUNDING PLAN
396	E-04-101	FILTER FEED PUMPING STATION POWER AND CONTROL PLAN
397	E-04-102	FILTER FEED PUMPING STATION LIGHTING AND GROUNDING PLAN
398	E-04-111	UV DISINFECTION SYSTEM POWER AND CONTROL PLAN
399	E-04-112	UV DISINFECTION SYSTEM LIGHTING AND GROUNDING PLAN
400	E-04-121	TERTIARY FILTERS POWER AND CONTROL PLAN
401	E-04-122	TERTIARY FILTERS LIGHTING AND GROUNDING PLAN
402	E-05-101	RECYCLED WATER AND PLANT WATER PUMP STATION POWER AND CONTROL PLAN

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
403	E-05-102	RECYCLED WATER AND PLANT WATER PUMP STATION LIGHTING AND GROUNDING PLAN
404	E-06-101	SOLAR DRYER POWER AND CONTROL PLAN
405	E-06-102	SOLAR DRYER LIGHTING AND GROUNDING PLAN
406	E-06-111	SOLIDS DEWATERING SYSTEM POWER AND CONTROL PLAN
407	E-06-112	SOLIDS DEWATERING SYSTEM LIGHTING AND GROUNDING PLAN
408	E-06-121	CAKE STORAGE POWER AND CONTROL PLAN
409	E-06-122	CAKE STORAGE LIGHTING AND GROUNDING PLAN
410	E-06-131	SOLAR HOT WATER STORAGE POWER AND CONTROL PLAN
411	E-06-132	SOLAR HOT WATER STORAGE LIGHTING AND GROUNDING PLAN
412	E-06-141	SOLAR ARRAY POWER AND CONTROL PLAN
413	E-06-142	SOLAR ARRAY LIGHTING AND GROUNDING PLAN
414	E-07-101	EMERGENCY STORAGE & OVERFLOW POND T-1 POWER AND CONTROL PLAN
415	E-07-102	EMERGENCY STORAGE & OVERFLOW POND T-1 LIGHTING AND GROUNDING PLAN
416	E-07-111	STORM DRAIN PUMP STATION POWER AND CONTROL PLAN
417	E-07-112	STORM DRAIN PUMP STATION LIGHTING AND GROUNDING PLAN
418	E-07-121	PLANT DRAIN PUMP STATION POWER AND CONTROL PLAN
419	E-07-122	PLANT DRAIN PUMP STATION LIGHTING AND GROUNDING PLAN
420	E-07-131	SECONDARY EFFLUENT RETURN PUMP STATION POWER AND CONTROL PLAN
421	E-07-132	SECONDARY EFFLUENT RETURN PUMP STATION LIGHTING AND GROUNDING PLAN
422	E-09-101	OPERATIONS AND ELECTRICAL BUILDING POWER AND CONTROL PLAN 1
423	E-09-102	OPERATIONS AND ELECTRICAL BUILDING POWER AND CONTROL PLAN 2
424	E-09-103	OPERATIONS AND ELECTRICAL BUILDING LIGHTING AND GROUNDING PLAN 1
425	E-09-104	OPERATIONS AND ELECTRICAL BUILDING LIGHTING AND GROUNDING PLAN 2
426	E-09-111	OPERATIONS AND ELECTRICAL BUILDING PUMP STATION POWER AND CONTROL PLAN
427	E-09-112	OPERATIONS AND ELECTRICAL BUILDING PUMP STATION LIGHTING AND GROUNDING PLAN
428	E-09-113	OPERATIONS AND ELECTRICAL BUILDING- ELECTRICAL ROOM LAYOUT
429	E-09-114	GROWER SITE SOLAR POWER PLAN
430	E-09-115	GROWER SITE POWER PANEL BACKPAN ELEVATION AND BOM
431	E-09-116	GROWER SITE CONTROL PANEL BACKPAN ELEVATION AND BOM
432	E-09-117	GROWER SITE CONTROL PANEL POWER DISTRIBUTION SCHEMATIC
433	I-00-001	LEGEND AND SYMBOLS 1
434	I-00-002	LEGEND AND SYMBOLS 2
435	I-00-003	LEGEND AND SYMBOLS 3
436	I-00-004	LEGEND AND SYMBOLS 4

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
483	I-04-110	UV DISINFECTION SYSTEM P&ID 2
484	I-05-101	PLANT WATER PUMP STATION P&ID
485	I-05-102	RECYCLED WATER PUMP STATION P&ID
486	I-05-103	HYDROPNEUMATIC TANK AND COMPRESSOR P&ID
487	I-06-101	SCREW PRESS 1 P&ID
488	I-06-102	SCREW PRESS 2 P&ID
489	I-06-103	POLYMER BLENDING UNIT 1 P&ID
490	I-06-104	POLYMER BLENDING UNIT 2 P&ID
491	I-06-105	SOLAR DRYER - SOLIDS FLOW P&ID
492	I-06-106	SOLAR DRYER AND CAKE STORAGE FACILITY - SOLIDS FLOW P&ID
493	I-06-107	SOLAR DRYER HOT WATER LOOP P&ID
494	I-06-108	SOLAR THERMAL COLLECTOR HOT WATER LOOP P&ID
495	I-06-109	SOLAR DRYER AIR FLOW P&ID 1
496	I-06-110	SOLAR DRYER AIR FLOW P&ID 2
497	I-07-101	EMERGENCY STORAGE & OVERFLOW POND T-1 P&ID
498	I-07-102	STORMWATER PUMP STATION P&ID
499	I-07-103	PLANT DRAIN PUMP STATION P&ID
500	I-07-104	SECONDARY EFFLUENT RETURN PUMP STATION P&ID
501	I-09-101	OPERATION AND ELECTRICAL BUILDING PUMP STATION P&ID
502	I-09-102	STANDBY GENERATOR P&ID
503	I-09-103	GROWER CONNECTION 1 P&ID 1
504	I-09-104	GROWER CONNECTION 1 P&ID 2
505	I-09-105	GROWER CONNECTION 2 P&ID 1
506	I-09-106	GROWER CONNECTION 2 P&ID 2

Riverbank Regional Recycled Water Project 90% Design Drawing List

Sheet Order	Sheet Number	Title
483	I-04-110	UV DISINFECTION SYSTEM P&ID 2
484	I-05-101	PLANT WATER PUMP STATION P&ID
485	I-05-102	RECYCLED WATER PUMP STATION P&ID
486	I-05-103	HYDROPNEUMATIC TANK AND COMPRESSOR P&ID
487	I-06-101	SCREW PRESS 1 P&ID
488	I-06-102	SCREW PRESS 2 P&ID
489	I-06-103	POLYMER BLENDING UNIT 1 P&ID
490	I-06-104	POLYMER BLENDING UNIT 2 P&ID
491	I-06-105	SOLAR DRYER - SOLIDS FLOW P&ID
492	I-06-106	SOLAR DRYER AND CAKE STORAGE FACILITY - SOLIDS FLOW P&ID
493	I-06-107	SOLAR DRYER HOT WATER LOOP P&ID
494	I-06-108	SOLAR THERMAL COLLECTOR HOT WATER LOOP P&ID
495	I-06-109	SOLAR DRYER AIR FLOW P&ID 1
496	I-06-110	SOLAR DRYER AIR FLOW P&ID 2
497	I-07-101	EMERGENCY STORAGE & OVERFLOW POND T-1 P&ID
498	I-07-102	STORMWATER PUMP STATION P&ID
499	I-07-103	PLANT DRAIN PUMP STATION P&ID
500	I-07-104	SECONDARY EFFLUENT RETURN PUMP STATION P&ID
501	I-09-101	OPERATION AND ELECTRICAL BUILDING PUMP STATION P&ID
502	I-09-102	STANDBY GENERATOR P&ID
503	I-09-103	GROWER CONNECTION 1 P&ID 1
504	I-09-104	GROWER CONNECTION 1 P&ID 2
505	I-09-105	GROWER CONNECTION 2 P&ID 1
506	I-09-106	GROWER CONNECTION 2 P&ID 2

Attachment B: Design Development Schedule



Attachment C: Budget Proposal

2024 Project Budget																											
		Roya Eatebarian	Ho-Shing Chau	Michelle Magana	Dwight Evans	David Babchanik	Dylan Patterson	Peter Murphy	Sonia Anderson	Jonathan Mahmoud	Brenzie Penalba	Kenneth Hoff	Brandon Billing	Vishal Patel	Lance P. Salerno	Linda Sawyer	Bill Persich	Ed Pascua	Jonathan Jackson	Eric Falken	Bill Eleazer	Donnie Stallman	Kimberly Nguyen	Leslie Knapp	Nitesh Poladia	David Shroyer	Andrew Tey
Phase	Phase Description																										
		\$130.20	\$231.01	\$109.62	\$283.19	\$145.33	\$103.85	\$194.28	\$275.71	\$178.84	\$146.47	\$248.65	\$186.65	\$372.00	\$343.67	\$314.84	\$269.48	\$290.63	\$292.18	\$320.54	\$312.54	\$224.35	\$191.58	\$254.42	\$269.45	\$250.85	\$208.66
009	90% Project Managment	0	200	64	0	0	0	0	0	0	0	2	8	8	8	8	16	120	88	120	40	16	64	0	0	0	0
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
001	Invoicing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
002	Team Coordination	0	200	32	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	64	0	0	0	0
003	QC	0	0	32	0	0	0	0	0	0	0	0	8	8	8	8	16	120	88	120	40	16	0	0	0	0	0
010	Support 90% Value Engineering Study	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	44	4	0
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
001	Kickoff Meeting	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0
002	VE Review	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	44	4	0
003	VE Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
011	90% Design Services	136	50	56	250	417	808	411	250	417	817	0	0	0	0	0	0	0	0	0	0	40	282	0	214	123	394
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
001	Electrical	0	0	0	0	0	0	0	0	0	817	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	394
002	Architectual	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
003	Process Mechanical	136	50	16	0	0	808	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	282	0	0	0	0
004	Civil	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
005	Instrumentation	0	0	0	0	0	0	411	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
006	Structural	0	0	0	236	390	0	0	236	390	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
007	Cost Estimating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	214	123	0
008	Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
012	Optional Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	184	0	0	0
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
001	Redesign Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
002	Commissioning Plan Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	184	0	0	0
GRAND TOTAL		136	270	120	250	417	808	411	250	417	817	2	8	8	8	8	16	120	88	120	40	56	354	192	258	127	394
Hours and Dollars are rounded to nearest wh																											

		John Sabie	Jennifer Border	Arleth Ortiz	Charles Balcerek			Other Travel Expenses		APC	CECIL & CECIL ENTERPRISES INC	MARK THOMAS & CO. INC.	MWA ARCHITECTS INC	BENNETT ENGINEERING SERVICES INC	CRAWFORD & ASSOCIATES INC	FIRE & RISK ALLIANCE LLC										
Phase	Phase Description					Total Labor Hours	Total Labor Effort		Total ODCs								Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort						
		\$177.35	\$221.74	\$92.78	\$216.10																					
009	90% Project Managment	0	0	0	0	1,438	449,553	-	-	11,504	-	-	-	-	-	-	-	-	11,504	461,057						
****	Default	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
001	Invoicing	0	0	0	0	172	40,984	-	-	1,376	-	-	-	-	-	-	-	-	1,376	42,360						
002	Team Coordination	0	0	0	0	470	138,918	-	-	3,760	-	-	-	-	-	-	-	-	3,760	142,678						
003	QC	0	0	0	0	796	269,650	-	-	6,368	-	-	-	-	-	-	-	-	6,368	276,018						
010	Support 90% Value Engineering Study	0	0	0	0	208	60,195	500	500	1,664	-	-	-	-	-	-	-	500	2,214	62,409						
****	Default	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
001	Kickoff Meeting	0	0	0	0	48	13,239	-	-	384	-	-	-	-	-	-	-	-	384	13,623						
002	VE Review	0	0	0	0	144	40,814	-	-	1,152	-	-	-	-	-	-	-	-	1,152	41,966						
003	VE Workshop	0	0	0	0	16	6,143	500	500	128	-	-	-	-	-	-	-	500	678	6,821						
011	90% Design Services	817	48	120	12	10,593	2,239,979	-	-	84,744	50,925	10,000	89,870	147,884	62,105	16,000	376,784	376,784	500,830	2,739,186						
****	Default	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
001	Electrical	817	0	0	0	3,056	554,750	-	-	24,448	-	-	-	-	-	-	-	-	24,448	579,198						
002	Architectual	0	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
003	Process Mechanical	0	0	0	0	2,694	509,320	-	-	21,552	-	-	-	-	-	-	-	-	21,552	530,872						
004	Civil	0	0	0	0	482	112,369	-	-	3,856	50,925	10,000	89,870	147,884	62,105	16,000	376,784	376,784	418,318	530,687						
005	Instrumentation	0	0	0	0	1,149	313,910	-	-	9,192	-	-	-	-	-	-	-	-	9,192	323,102						
006	Structural	0	0	0	0	2,683	618,180	-	-	21,464	-	-	-	-	-	-	-	-	21,464	639,644						
007	Cost Estimating	0	0	0	0	341	102,704	-	-	2,728	-	-	-	-	-	-	-	-	2,728	105,432						
008	Permitting	0	48	120	12	188	28,747	-	-	1,504	-	-	-	-	-	-	-	-	1,504	30,251						
012	Optional Services	0	0	0	0	701	242,178	-	-	5,606	-	-	-	-	-	-	-	-	5,606	247,784						
****	Default	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
001	Redesign Services	0	0	0	0	377	146,986	-	-	3,014	-	-	-	-	-	-	-	-	3,014	150,000						
002	Commissioning Plan Preparation	0	0	0	0	324	95,192	-	-	2,592	-	-	-	-	-	-	-	-	2,592	97,784						
GRAND TOTAL		817	48	120	12	12,940	2,991,905	500	500	103,518	-	50,925	-	10,000	-	89,870	-	147,884	-	62,105	-	16,000	376,784	377,284	520,154	3,510,436
Hours and Dollars are rounded to nearest wh																										

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date: **October 14, 2025**

Subject: **A Resolution to Award a Contract for the 90% Design Phase Program Management and Project Permitting Support for the Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc., and Authorize a Budget Appropriation in the amount of \$260,337.00 from the Sewer Fund 106 for FY 2025/2026**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Cody Bridgewater, Public Works Director**

RECOMMENDATION

It is recommended that the City Council award the contract for ongoing program management for the 90% design phase and permitting support for the Riverbank Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc. (KSN), authorize the City Manager to execute a contract with said firm in the amount of \$226,380.00, authorize a contingency amount of \$33,957.00 (approximately 15%), and authorize a budget appropriation of \$260,337.00 from the Wastewater Enterprise Fund (Fund 106) for FY 2025/2026.

SUMMARY

Upon completion of the City of Riverbank Recycled Water Production Study and Recycled Water Use Study reports and completion of the 15% preliminary design, as directed by the City Council, applications for financial assistance for proceeding with the Phase I Regional Recycled Water Project (RRRWP) have been prepared and submitted to the State Water Resources Control Board under the Clean Water State Revolving Fund (CWSRF). Based on the submittal of these documents, completion of the California Environmental Quality Act (CEQA) documents, and establishing sewer rates to support the Project, advancing the design and permitting through the 90% level of detail is consistent with the overall project schedule, with projected completion by the end of 2027.

As an ongoing project and program management support to the City, including providing peer review technical support and preparing and coordinating certain project permit applications and technical documents, Program Management services have been solicited from KSN. These services are consistent with the City's selection of KSN

following the Request for Qualifications (RFQ) process for on-call civil engineering services and KSN's 2021 selection as the firm most qualified to provide the City's on-call water, stormwater, and wastewater engineering, as well as KSN's successful completion of the Recycled Water Study reports and preliminary design. Based on the proposed 90% design, staff has negotiated a fair and reasonable scope of services and budget with KSN for ongoing program management, permitting, and peer review assistance through the design phase. Tonight's request is to proceed with awarding the contract to KSN for providing ongoing program management for this phase according to the enclosed scope of services. Because applications for additional funding sources are currently being pursued and potential funding agency follow-up may be necessary, it is further recommended that the City Council authorize a 10% budget contingency to allow the City Manager to negotiate additional engineering and project funding assistance from KSN.

BACKGROUND

The City has completed 60% preliminary design for expanding the Wastewater Treatment Plant (WWTP) to produce recycled water as well as provide for capacity to meet expected wastewater treatment needs of the City for the next 30 years. The Phase I program would produce recycled water for use in south-eastern San Joaquin County, adjacent to the City's WWTP. Wastewater generated within the City is the proposed source of recycled water in this proposed project and has the potential to capture and reuse wastewater to supplement fresh water sources, including in-lieu recharge of groundwater. The proposed project includes improvements to the City of Riverbank WWTP, and recycled water distribution facilities within the vicinity of the WWTP. It is envisioned that this water will be used to offset water used for agricultural needs.

The scope of services contained as Exhibit A to the attached draft Consultant Agreement has been developed to address these requirements as well as provide Program and Project Management and support in providing additional input to finding applications.

Based on City staff's review of KSN's continued performance as Program Manager and selection as on-call civil engineering related to the City's water, wastewater, and stormwater utilities, and the firm's project manager experience and qualifications, contracting with KSN for this phase of Program Management is recommended according to the attached draft Consultant Agreement.

FINANCIAL IMPACT

Cost of this element of the project is \$226,380.00, with the potential to add an additional \$33,957.00 supporting pursuit of additional funding sources as well as Value Engineering, to be appropriated from the City's Wastewater Enterprise Fund.

ATTACHMENT

- 1) Resolution 2025-
- 2) Kjeldsen, Sinnock & Neudeck, Inc. Consultant Agreement

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AWARD A CONTRACT CHANGE ORDER FOR THE 90% DESIGN PHASE PROGRAM MANAGEMENT AND PROJECT PERMITTING SUPPORT FOR THE REGIONAL RECYCLED WATER PROJECT – PHASE I TO KJELDSSEN, SINNOCK & NEUDECK, INC., AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAID FIRM, AND AUTHORIZE A BUDGET APPROPRIATION OF \$260,337.00 FROM THE WASTEWATER ENTERPRISE FUND 106 FOR SAID CONTRACT

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, the City has submitted an application to the State Water Resources Control Board for financial assistance in implementing the Regional Recycled Water Project – Phase I; and

WHEREAS, advancing the design of the Project to the 90% level of detail will support project permitting with the Regional Water Quality Control Board; and

WHEREAS, advancing the design to the 90% level of detail will support the City’s position and competitive situation in obtaining other financial assistance; and

WHEREAS, proceeding with the Design will advance the overall project schedule towards design completion projected in 2027; and

WHEREAS, the scope of services for program management, preliminary design and preparation of permit application documents will support advancing the project to the 90% design level; and

WHEREAS, after consideration of statements of qualifications submitted in response to a Request for Qualifications for on-call civil engineering services, it is the City Council’s desire to award the contract for continued program management, permit application document preparation, and supplemental project financing application support to Kjeldsen, Sinnock & Neudeck, Inc. at a cost of \$260,337.00 to be allocated from the Wastewater Enterprise Fund 106.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby awards the contract change order for the 90% Design Phase Program

Management and Project Permitting Support for the Regional Recycled Water Project – Phase I contract to Kjeldsen, Sinnock & Neudeck, Inc, authorizes the City Manager to execute this contract, and appropriates \$260,337.00 from the Wastewater Enterprise Fund 106.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Kjeldsen, Sinnock & Neudeck, Inc. Scope of Services



Stephen K. Sinnock, P.E.
 Christopher H. Neudeck, P.E.
 Neal T. Colwell, P.E.
 Barry O'Regan, P.E.
 2249-0055
 99-200

October 1, 2025

Mr. Cody Bridgewater
 Director of Public Works
 City of Riverbank
 6707 3rd Street
 Riverbank, CA 95367

Via e-mail only: cbridgewater@riverbank.org

Re: Riverbank Regional Recycled Water Project – 90% Design Program Management Proposal

Dear Cody,

Attached is the proposed scope and fee for KSN's Program Management services for the Riverbank Regional Recycled Water Project (RRWP) through to the 90% Design level. This scope includes continued Program Management, Permit Support, and Financial Assistance Support through the 90% design phase. Tasks and elements of our 60% Program Management are still continuing and have remaining budget, therefore the enclosed scope items and proposed additional budget to supplement what has already been authorized by the City and to include tasks and effort for managing the program through the 90% Design level.

These services will be provided to the City to assist with progressing the project to the 90% level of design, obtaining required regulatory approvals for the project, and securing project funding for construction of the project.

We are proposing the enclosed scope of services for a total estimated fee of \$226,380.00.

The basis of effort of our cost is presented in the attached task hour breakdown and is summarized in the table below. Our fee for these additional services is based on our *City of Riverbank On-Call Utility Engineering Fee Schedule* for July 1, 2025 through July 1, 2026.

TASKS AND DESCRIPTIONS		Total Budget (Rounded)
90% Design Phase Program Management Tasks		
1.0	Program Management and Project Coordination	\$114,650.00
1.01	Program Management	\$24,640.00
1.02	Design Consultant Coordination	\$22,530.00
1.03	Value Engineering	\$17,490.00
1.04	Design Peer Review and Review Process Management	\$39,560.00
1.05	Recycled Water User Follow-up Coordination	\$10,430.00
2.0	Supplemental Permit Support	\$50,380.00
2.01	State Water Resources and Regional Water Quality Control Boards Permitting Support	\$29,370.00
2.02	Encroachment Permitting	\$21,010.00
3.0	Ongoing Financial Assistance Support	\$61,350.00
3.01	SWRCB Funding Coordination	\$26,080.00
3.02	Fiscal Sustainability Plan Development	\$35,270.00
PROJECT TOTALS		\$226,380



If you have any questions, or would like and further information, please feel free to call me at (916) 403-5900 or e-mail me at ncolwell@ksninc.com. We look forward to continuing to work with the City and the design team on advancing this program for the City.

Sincerely,
KJELDTSEN, SINNOCK & NEUDECK, INC.

A handwritten signature in blue ink, appearing to read 'Neal T. Colwell', is written over a horizontal line.

Neal T. Colwell P.E., Vice President

w/enclosures

Scope of Services
City of Riverbank
Regional Recycled Water Program
90% Design Phase Program Management, Supplemental Project Permitting Support, and Financial Assistance Support
October 1, 2025

Project Background and Understanding

The City of Riverbank has successfully completed preparation of 60% design documents for the Riverbank Regional Recycled Water Project (RRWP) and is in the process of securing project funding through the State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CW SRF) program and other sources, bringing the City closer to construction of the RRWP. Advancing the project to the 90% design level is planned to be prepared over the next year, and construction of the Riverbank RRWP is estimated to begin in 2027.

Scope of Services

As a continuation of the Program Management KSN has provided the City during the preliminary, 30%, and 60% design phases, this proposed scope of services has been prepared to support the City with ongoing Program Management, Permit Support, Financial Assistance Support through the 90% design phase. We are proposing to provide these services under our City of Riverbank City Utility Engineering Agreement dated January 12, 2022, based on the 2025 fee schedule.

TASK 1 – PROGRAM MANAGEMENT AND PROJECT COORDINATION

This task is proposed to provide the City with overall program management during the 90% design phase to include coordination with the City, Design Consultant, and preparation of progress reports and updates as detailed in the below sub-tasks.

Task 1.01 – Program Management

KSN will provide overall project coordination and coordinate and attend meetings with the City to provide updates and track progress on on-going efforts related to the project. This task is expected to have an overall duration of no more than 14 months and is assumed to include:

- Bi-weekly progress meetings with the City to provide updates and touch points on project progress including status, challenges, and potential additional services requests (assumed to be a total of 28 total 1-hour meetings)
- Review of Design Consultant's progress under proposed schedule.
- Review of Design Consultant's requests for additional services.

Task Deliverable:

1. **Bi-weekly meeting agenda and notes.**
2. **Monthly invoices.**

Task 1.02 - Design Consultant Coordination

KSN will provide Design Consultant coordination to manage progress of the 90% design effort of the City's Design Consultant, Brown and Caldwell. Under this task, KSN proposes to serve as the City's point of contact with the Design Consultant for coordinating design progress and coordinating input from the City on design deliverables. Design Consultant Coordination includes:

- Regular communication and coordination with the Design Consultant and coordination with City staff as needed.
- 90% Design kickoff (expected to be a 1-hour virtual meeting).
- Attendance at bi-weekly virtual design progress meetings (assumed to be a total of 22 total 1-hour meetings).
- Review and comment on Design Consultants' agendas and meeting minutes.
- Attend meetings to support City input to design process (assumed to be a maximum of 4, 1-hour virtual meetings).
- 90% Plan review workshop (assumed to be 4-hour in person meeting).

Task 1.03 – Value Engineering

In an effort to provide the most cost-effective project and maintain the overall project costs within available funding limits, a Value Engineering (VE) study is proposed. This VE study will identify cost savings opportunities for the project. This VE process will be performed in close coordination with Brown and Caldwell, with our service supporting the VE process and vetting viable options and approaches. The outcome of this task will be cost savings opportunities for implementation in the 90% designs. This task includes:

- A VE Kickoff Workshop: During this workshop already identified options for cost savings will be reviewed and the City, KSN, and Design Consultant can work together to collaboratively identify additional costs savings opportunities. This meeting is assumed to be a 4-hour in person at the Riverbank WWTP and include the Design Consultant, KSN, and the City.
- Development of a list of recommendations for VE opportunities. This list will be provided to the Design Consultant for evaluation of impacts to the overall treatment process and design.
- A VE Workshop to review the recommended VE opportunities with the Design Consultant and the City. The objective of this workshop is to decide which recommendations will be carried forward in the 90% designs. This meeting is assumed to be a 4-hour in person at the Riverbank WWTP and include the Design Consultant, KSN, and City.
- Assistance in preparation of project recommendations resulting from the VE effort, including reporting to the City Council.

No preparation of an independent third-party cost estimate is included in this task.

Task Deliverable:

1. **VE Kickoff Workshop Agenda and Notes.**
2. **60% OPCC.**
3. **Compiled list of recommendations for VE opportunities.**
4. **VE Workshop Agenda and Notes summarizing decisions for VE recommendations to be carried forward.**
5. **VE Recommendations Report and Presentation to City Council**

Task 1.04 – Design Peer Review and Review Process Management

On behalf of the City, the KSN design team will provide peer review of the Design Consultant's technical design documents. This peer review will consist of review of Design Consultant deliverables utilizing a Bluebeam Revu format. The KSN team will prepare and manage the Bluebeam Revu platform for input from the Design Consultant and for coordination of City design review comments. Peer review will include civil, process, structural, electrical and instrumentation, architectural design, and constructability/sequencing. Review sessions and documents are expected to include the following:

1. Technical input during workshops.
2. Draft 90% design plans and technical specifications.
3. Draft 90% Opinion of Probable Construction Cost.

Bluebeam Revu will be used to track and close out review comments. Peer review will be conducted by individuals with experience in relevant technical areas including process design, constructability, and site layout.

Task Deliverable:

1. Digital review comments in Bluebeam Revu.

Task 1.05 – Recycled Water User Follow-up Coordination

Under KSN's 60% Design Program Management scope, the two identified grower/users of recycled water provided commitment letters stating their desire to utilize recycled water from the City. Under this 90% design phase, we proposed to provide additional coordination, communication, and follow-up to these users based on the progression of the design documents. Additionally, we will work with the City and their legal team to update the user agreements and present these to the growers. Our proposed budget for this effort is limited to 40 engineering hours of communication and coordination.

Task Deliverable:

1. Updated draft user agreements for review by City legal.

TASK 2 – SUPPLEMENTAL PERMIT SUPPORT

Under the 60% Design Program Management scope KSN prepared a Report of Waste Discharge (ROWD) for the wastewater treatment facilities improvements, a Notice of Intent (NOI) for coverage under Order WQ 2016-0068-DDW Water Reclamation Requirements for Recycled Water Use, and the Title 22 Engineering Report for production and use of recycled water. The ROWD and NOI documents have yet to be submitted to the Regional Water Quality Control Board (RWQCB). The Title 22 Report was submitted to the SWRCB Division of Drinking Water (DDW) and is awaiting comments. The below 90% Design Phase supplemental permit support tasks are proposed to allow for coordinated completion of these already completed documents and to provide for additional technical input and coordination with regulatory agencies to approve the document and progress permitting for the new facility.

Task 2.01 – State Water Resources and Regional Water Quality Control Boards Permitting Support

KSN will provide the City with support in communicating and coordinating with the SWRCB and RWQCB during the progression of the 90% design. This will include:

- Updating information in the ROWD and NOI prior to submitting these to the RWQCB based on changes to the project that occur during the 90% design progression.
- Providing an addendum to the already submitted Title 22 Engineering Report to address any such changes.
- Response to comments on the ROWD, NOI and Title 22 Report, limited to one round of comments each from the respective permitting agencies.

Task Deliverable:

1. **Revised ROWD based on 90% Designs.**
2. **Revised NOI based on 90% Designs.**
3. **Title 22 Report Addendum based on 90% Designs.**
4. **One round of comment responses based on agency comments for each of the above documents.**

Task 2.02 - Encroachment Permitting

Under this task KSN will assist the City in obtaining encroachment permits from both Burlington Northern Santa Fe (BNSF) Railway and the County of San Joaquin. Encroachments are required for the project due to the project's recycled water pipeline planning to cross the BNSF railway and impacts to County roadways from the projects piping and construction access. All permit fees will be paid by the City. This task includes:

- Preparation of draft BNSF and County Encroachment permit applications for City review.
- Addressing comments from the City on draft permits and preparation of final permit for submission.
- Coordination with BNSF and County Encroachment staff regarding the project and permit applications, limited to 40 engineering hours of communication and coordination.

Task Deliverable:

1. **Draft and Final BNSF Encroachment Permit applications.**
2. **Draft and Final County Encroachment Permit applications.**

TASK 3 – ONGOING FINANCIAL ASSISTANCE SUPPORT

During the 60% design phase KSN assisted the City with on-going coordination with the SWRCB and provided technical support for requests related to the SWRCB CW SRF funding application. An agreement with SWRCB for funding under the CW SRF is nearing execution. During the 60% design development of the Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Letter of Interest (LOI) was also carried out. Based on feedback from EPA during this time it was determined that the LOI should be submitted closer to start of construction, and the City also decided to use updated cost estimate information to update this LOI prior to submission. During the 90% project progression, KSN proposes to provide the following ongoing financial assistance technical support.

Task 3.01 –SWRCB Funding Coordination

On a continued and as-needed basis, KSN proposes a budget to provide follow-up with the SWRCB as the City's funding agreement is finalized. This support is limited to a 100-hour budget expected to include:

- Communication with SWRCB representatives on information needs and application status.
- Follow-up technical information.

- Schedule updates.
- Management of other technical consultants with respect to application input and information.

Task Deliverable:

- 3. As-needed technical information provided to the SWRCB.**

Task 3.02 – Fiscal Sustainability Plan Development

A requirement of the SWRCB CW SRF funding includes development of a Fiscal Sustainability Plan (FSP). This is essentially an asset management plan for the new treatment facility to be funded. Under this task KSN will prepare a FSP for the City's use in meeting this funding requirement and later use in managing assets associated with the Riverbank RRWP. KSN will use the 60% drawings to inventory assets associated with the project and will work with the Design Consultant to develop service/useful life estimates for these items as well as understand critically and consequences of failure.

Task Deliverable:

- 1. Draft FSP for review by City.**
- 2. Final FSP for submission to SWRCB with City comments incorporated.**

Additional Scope Understandings and Assumptions

Our proposed scope of services and budget are based on the following additional limitations, assumptions, and understandings:

1. Services beyond those described above are excluded.
2. Application and permit fees will be paid directly by the City.
3. Documents and historical analysis will be utilized to prepare the documents under this scope to the extent practicable.
4. KSN's preparation of technical documents will be coordinated with, but also dependent on, the results of the City's Design Consultant's work product.
5. If permit renewal or negotiations become protracted, KSN may request additional budget authorization.
6. Financial assistance applications and follow-up will be consistent with work product from prior engineering studies and are assumed to not require re-imagination or re-scoping of the City's project.
7. Third-party preparation of probable construction costs is excluded.
8. Grant Management and Administration activities are excluded, and will be scoped upon award of grant and/or loans.

City of Riverbank
Regional Recycled Water Program
90% Design Phase Program Management and Project Permitting Support
TASK HOURS BREAKDOWN & FEE ESTIMATE

TASKS AND DESCRIPTIONS		KJELDTSEN, SINNOCK & NEUDECK, INC. STAFF HOURS								Total Labor Hours	Total Labor Budget	OTHER DIRECT COSTS			Other Direct Costs Budget	Total Budget (Rounded)	
		Principal Engineer	Senior Engineer	Engineer II	Engineer I	Senior Surveyor	Senior Project Manager	Assistant Project Manager	Tech/GIS/ CAD II			Project Accountant	Direct Expense	Mileage Expense			Sub Consultant
Rates (2025)		\$298	\$236	\$214	\$203	\$242	\$264	\$203	\$146	\$158			110%	0.67	110%		
1.0	Program Management and Project Coordination	136	188	40	40		40			14	458	\$ 114,348	\$ -	\$ 297	\$ -	\$ 297	\$ 114,650
1.01	Program Management	42	42							14	98	\$24,640					\$24,640
1.02	Design Consultant Coordination	42	42								84	\$22,428		\$99		\$99	\$22,530
1.03	Value Engineering	20	48								68	\$17,288		\$198		\$198	\$17,490
1.04	Design Peer Review and Review Process Management	16	32	40	40		40				168	\$39,560					\$39,560
1.05	Recycled Water User Follow-up Coordination	16	24								40	\$10,432					\$10,430
2.0	Supplemental Permit Support	38	88			16		48	32		222	\$ 50,380	\$ -	\$ -	\$ -	\$ -	\$ 50,380
2.01	State Water Resources and Regional Water Quality Control Boards Permitting Support	20	48					48	16		132	\$29,368					\$29,370
2.02	Encroachment Permitting	18	40			16			16		90	\$21,012					\$21,010
3.0	Ongoing Financial Assistance Support	56	140					40	24		260	\$ 61,352	\$ -	\$ -	\$ -	\$ -	\$ 61,350
3.01	SWRCB Funding Coordination	40	60								100	\$26,080					\$26,080
3.02	Fiscal Sustainability Plan Development	16	80					40	24		160	\$35,272					\$35,270
PROJECT TOTALS		230	416	40	40	16	40	88	56	14	940	\$ 226,080	\$ -	\$ 297	\$ -	\$ 297	\$ 226,380

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

KJELDTSEN, SINNOCK & NEUDECK, INC.

PREVAILING WAGE FEE SCHEDULE City of Riverbank On-Call Utility Engineering Effective July 1, 2021

Position	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Principal Engineer	\$265.00	\$273.00	\$281.00	\$289.00	\$298.00
Associate Engineer	\$240.00	\$247.00	\$254.00	\$262.00	\$270.00
Senior Engineer	\$210.00	\$216.00	\$222.00	\$229.00	\$236.00
Engineer II	\$190.00	\$196.00	\$202.00	\$208.00	\$214.00
Engineer I	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Junior Engineer	\$147.00	\$151.00	\$156.00	\$161.00	\$166.00
Senior Surveyor	\$215.00	\$221.00	\$228.00	\$235.00	\$242.00
Surveyor	\$185.00	\$191.00	\$197.00	\$203.00	\$209.00
Assistant Surveyor	\$155.00	\$160.00	\$165.00	\$170.00	\$175.00
Field Crew-One Man & Vehicle	\$210.00	\$216.00	\$222.00	\$229.00	\$236.00
Field Crew-Two Man & Vehicle	\$320.00	\$330.00	\$340.00	\$350.00	\$361.00
Inspector	\$165.00	\$170.00	\$175.00	\$180.00	\$185.00
Inspector & Vehicle	\$195.00	\$201.00	\$207.00	\$213.00	\$219.00
Senior Project Manager	\$235.00	\$242.00	\$249.00	\$256.00	\$264.00
Project Manager	\$200.00	\$206.00	\$212.00	\$218.00	\$225.00
Assistant Project Manager	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Grant Manager	\$155.00	\$160.00	\$165.00	\$170.00	\$175.00
GIS Specialist	\$150.00	\$155.00	\$160.00	\$165.00	\$170.00
Technician/GIS/CAD Designer III	\$147.00	\$151.00	\$156.00	\$161.00	\$166.00
Technician/GIS/CAD Designer II	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00
Technician/GIS/CAD Designer I	\$100.00	\$103.00	\$106.00	\$109.00	\$112.00
Project Accountant	\$141.00	\$145.00	\$149.00	\$153.00	\$158.00
Administrative III	\$110.00	\$113.00	\$116.00	\$119.00	\$123.00
Administrative II	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
Administrative I	\$80.00	\$82.00	\$84.00	\$87.00	\$90.00
Equipment	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
3D Print Cloud Work Station	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
GPS Receivers-Per Receiver Per Hour	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Robotic Total Station	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
HDS Scanner	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Boat	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Expenses					

Note: Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.

Hourly rates are subject to review and adjustment July 1st of each year.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.4

SECTION 11: NEW BUSINESS

Meeting Date: **October 14, 2025**

Subject: **A Resolution Approving Contracts with Aqua-Aerobic Systems, Inc., Andritz Separation Technologies, Inc., and Trojan UV for Pre-selection of Major Equipment for the Riverbank Regional Recycled Water Project**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Cody Bridgewater, Public Works Director**

RECOMMENDATION

City staff recommends consideration of Resolution No. 2025-XXX approving the pre-selection of Major Equipment Suppliers for the Riverbank Regional Recycled Water Project. Suppliers include Aqua-Aerobic Systems, Inc. supplying cloth media filters, Andritz Separation Technologies Inc. supplying solids handling equipment, and Trojan UV supplying the UV disinfection system. It is recommended to authorize the City Manager to execute contracts with each of these entities and authorize a budget appropriation in the amount of 5% of the material procurement costs for a total of \$129,240.00, from the Wastewater Enterprise Fund 106 for said contracts.

1. Aqua-Aerobic Systems, Inc. - \$36,320.00
2. Andritz Separation Technologies Inc. - \$55,980.00
3. Trojan UV - \$36,940.00

SUMMARY

The City of Riverbank (City) is proposing to implement the Riverbank Regional Recycled Water Project (RRRWP). The City and its consultant team have completed 60% design and are planning to move forward with 90% design. Pre-selection of specialty equipment including filtration equipment, UV disinfection equipment, and solids handling equipment will allow the designer to streamline the design of these systems and fix the price of such equipment during bidding.

A Request for Proposals (RFP) for pre-selection of equipment suppliers was issued in early 2025. Following response to this RFP, proposers were evaluated based on a

combination of proposal completeness, Operations and Maintenance needs of the proposed equipment, the proposers experience with similar projects, and overall project delivery and price. Following this ranking, negotiation of contract terms with the proposers that scored the highest for each equipment type was conducted. Procurement Agreements and Supplemental Contract Provisions for each supplier have been established and are included as Attachments 1-3.

FISCAL IMPACT

Funding for execution of pre-selected equipment agreements will require allocation of \$129,240.00 from the City's Wastewater Enterprise Fund.

ATTACHMENTS

1. City Council Resolution No. 2025-XXX
2. Procurement Agreement and Supplemental Contract Provisions - Aqua-Aerobic Systems, Inc.
3. Aqua-Aerobic Systems, Inc. Proposal Package
4. Procurement Agreement and Supplemental Contract Provisions - Andritz Separation Technologies Inc.
5. Andritz Separation Technologies Inc. Proposal Package
6. Procurement Agreement and Supplemental Contract Provisions - Trojan UV
7. Trojan UV Proposal Package

CITY OF RIVERBANK

RESOLUTION 2025-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING CONTRACTS WITH AQUA-AEROBIC SYSTEMS, INC., ANDRITZ
SEPARATION TECHNOLOGIES, INC., AND TROJAN UV FOR PRE-
SELECTION OF MAJOR EQUIPMENT FOR THE RIVERBANK REGIONAL
RECYCLED WATER PROJECT**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, the City of Riverbank (City) has completed 60% designs for the Riverbank Regional Recycled Water Project (Project); and

WHEREAS, advancing the design to the 90% level of detail will advance the overall project towards design completion projected in December 2026; and

WHEREAS, the Project includes specialty equipment required for the wastewater treatment plant to produce high quality, disinfected tertiary treated, recycled water for distribution to nearby landowners for irrigation of orchards; and

WHEREAS, after consideration of proposals from major equipment suppliers including overall operations and maintenance costs, equipment delivery and price, and supplier experience, it is the City Council’s desire to authorize execution of procurement agreements with selected equipment suppliers at a cost of \$129,240.00, to be allocated from the Wastewater Enterprise Fund.

**NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY COUNCIL
OF THE CITY OF RIVERBANK HEREBY:**

City Council of the City of Riverbank hereby authorizes the City Manager to execute Procurement Agreements with the selected major equipment suppliers and appropriates funds from the Wastewater Enterprise Fund as follows:

1. Aqua-Aerobic Systems, Inc. - \$36,320.00
2. Andritz Separation Technologies Inc. \$55,980.00
3. Trojan UV \$36,940.00

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of October, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Gabriela Hernandez,CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

Attachments: Riverbank RRWP Equipment Procurement Contracts

SECTION 00 52 11
PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is by and between the City of Riverbank (herein called Buyer) and Aqua-Aerobic Systems, Inc. (herein called Seller).

Buyer and Seller, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES.

1.01 Seller shall provide all Goods and Special Services as specified or indicated in the Procurement Contract Documents based on the acceptance by Buyer of Seller's Proposal.

ARTICLE 2 - THE PROJECT.

2.01 The Project is the City of Riverbank Wastewater Treatment Plant Upgrade to which the Goods and Services provided under this Procurement Contract will be integrated. The Project will provide tertiary treatment and disinfection of the plant influent to meet California Title 22 standards and process biosolids via mechanical dewatering and green house solar drying.

ARTICLE 3 – ENGINEER.

3.01 The Procurement Contract Documents for the Goods and Special Services have been prepared by Brown and Caldwell, with address at 11020 White Rock Road Suite 200, Rancho Cordova, CA 95670. who is referred to in the Contract Documents as Engineer.

ARTICLE 4 – PROJECT OWNER AND POINT OF DESTINATION.

4.01 The Project Owner is the City of Riverbank. The place where the Goods are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

City of Riverbank Wastewater Treatment Plant
23865 Santa Fe Rd,
Riverbank, CA 95367

ARTICLE 5 – PROCUREMENT CONTRACT TIMES.

5.01 Procurement Contract Times.

Procurement Contract Times and Milestones shall be as indicated in the following table. Procurement Contract Times and Milestone dates are expressed as days from a purchase Notice to Proceed unless otherwise noted.

Milestone Number	Milestone Description	Milestone (days unless noted otherwise)
1	Seller's First Shop Drawing Submittal to include information to allow Project Owner to progress the process mechanical and electrical instrumentation and control design. Submittal to include as a minimum: process mechanical drawings, P&IDs, electrical one-line diagrams and key equipment drawings for preparation of the General Arrangement Drawings.	42 to 56
2	Receipt of Approved Engineer's Submittal with Release for Manufacture	Within 4 to 8 business weeks of Seller's transmittal of submittal data.
3	If required, Seller's Second Shop Drawing Submittal to include all Action Preconstruction Submittals.	Transmittal within 10 business days from receipt of Engineer's comments.
	If required, Receipt of Approved or Further Clarified Engineer's Submittal Review Comments	Within 10 business days from transmittal of Second Shop Drawing Submittal
4	If required, Resubmittal of all Action Preconstruction Submittals addressing, to their satisfaction, all Engineer's comments on the First and Second Submittals.	Transmittal within 10 business days from receipt of Engineer's comments.
	If required, Receipt of Approved Engineer's Submittal Review Comments	Within 10 business days from transmittal of all Action Preconstruction Submittals
5	Notice to Fabricate (by Buyer)	Within 4 to 8 business weeks from Seller's transmittal of engineer's submittal data and Engineer/Buyer's release for fabrication..
6*	Delivery of Goods to jobsite	Date: TBD

7**	Completion of field commissioning services and substantial completion	Date: TBD
8**	Completion of all punch list items and final acceptance	Date: TBD

* Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.
**For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages.

5.02 Schedule Constraints

The Project Owner is executing the upgrade of the City of Riverbank Wastewater Treatment Plant, which includes the addition of secondary treatment, disc filtration and UV disinfection steps on the treatment train and the processing of the biosolids via screw press dewatering and solar greenhouse drying and storage prior to disposal. The Project is currently in the 60 % design phase. The tentative schedule for the completion of the Project is as follows:

- Complete Detail Design: December 2025
 - Obtain all Regulatory Approvals: December 2025
 - Complete Construction Bidding, Award and Mobilization July 2026
 - Complete construction and Commissioning: December 2028
- A. Seller may not proceed with the fabrication of the Goods until Buyer authorizes such action with a Notice to Fabricate.
- B. Seller may not proceed with the delivery of the Goods to the Jobsite until the Buyer authorizes such action with a Notice to Deliver.

Buyer intends to issue the Notice to Fabricate within 13 business weeks of the Contractor’s Contract Award. Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.

5.03 Liquidated Damages.

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.01 above. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller’s specific compliance with the requirements of Paragraph 5.01. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer the amounts stipulated in the following table:

Milestone Number*	Liquidated Damages**
1,2, 3: (Shop drawing submittals and approval)	No damages
5 (Delivery of Goods to jobsite)	\$500/day
6(Completion of field commissioning services and substantial completion)	\$500/day
7 (Completion of all punch list items and final acceptance)	\$500/day
*For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages. ** The total Liquidated Damages shall not exceed five percent (5%) of the Contract Price. Similar Liquidated Damages shall be assessed by the Buyer to the Contractor.	

- B. Buyer shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Seller, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.
- C. Liquidated Damages for Goods delivery (Milestone Number 5) may be revised or waived with written concurrence between the Contractor and Seller upon contract assignment.

ARTICLE 6 – CONTRACT PRICE.

6.01. Lump Sum.

- A. Buyer shall pay Seller in current funds, for furnishing Goods and Special Services designated in Article 1 in accordance with the Contract Documents, a Lump Sum amount of (words): _____ (\$_____) (figures) as indicated in Seller's proposal.

ARTICLE 7 – PAYMENT PROCEDURES.

7.01 Progress Payments.

- A. Buyer shall make progress payments toward the Procurement Contract Price on the basis of Seller’s Applications for Payment as follows:

Milestone No	Milestone Description	Payment ¹
1	Submittals of all Action Preconstruction Submittal and Resubmittal of all Preconstruction Action submittals addressing, to their satisfaction, all Engineer’s comments on the First Submittals.	5%

2	Upon delivery of Goods to jobsite.	75%
3	Upon completion of field services and substantial completion.	10%
4	Upon completion of all punch list items and final acceptance	5% (minus value of incomplete work)
–	Upon approval of Operations and Maintenance (O&M) Manual and completion of training services	5%
Notes: 1. Payment shall be made after the corresponding milestones are completed. Payment for Milestone 1 shall be paid by the City of Riverbank. The remaining payments shall be made by the Contractor after the Procurement Contract is assigned by the City of Riverbank to the Contractor/Assignee.		

- B. These mutually agreed-upon terms and conditions will apply to the assignment with the following Seller stipulations:
- Credit approval for the Contractor/Assignee is completed, reviewed, and approved by Seller.
 - The Assignment occurs prior to Seller’s shipment of any equipment.
 - A scan of the fully-executed Labor and Material Payment Bond providing protection to the Seller is received from the Contractor/Assignee in order for Seller to confirm bond rights.
 - Payment Terms are clearly defined prior to the "Assignment" including identifying the Party responsible for each event within the Milestone Payments table.
 - The tax status of each of these payments is confirmed to the Seller.
 - Confirmation is received by Seller as to whether any tax exemption is part of the Assignment or whether taxes will apply to the Contractor/Assignee and/or Project Owner.
- Once this information is confirmed, Seller and the Project Owner can then proceed with the Assignment. If these requirements are not able to be confirmed, then the Assignment will not be granted.

ARTICLE 8 – WARRANTY

8.01 Warranty and Correction Period.
As defined in the technical specifications .

ARTICLE 9 – SELLER'S REPRESENTATIONS.

- 9.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Proposal Documents.
 - B. If specified, or if, in Seller’s judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies in the Procurement Contract Documents that Seller has discovered or has actual knowledge of, and the written resolution thereof by Engineer is acceptable to Seller.
 - E. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Special Services.
 - F. Seller understands that the Goods and Services provided under this agreement will become part of the work of the Riverbank Wastewater Treatment Plant Upgrade construction project and the cost listed in Article 6.01 shall be guaranteed through anticipated completion of the construction project.

ARTICLE 10 – PROCUREMENT CONTRACT DOCUMENTS.

- 10.01 Contents
- A. The Procurement Contract Documents which comprise the entire agreement between Buyer and Seller concerning the furnishing of Goods and Special Services consist of the following:
 - 1. This PROCUREMENT AGREEMENT Section (00 52 11) as modified herein.
 - 2. PERFORMANCE BOND FORM Section (00 61 13.13) and PAYMENT BOND FORM Section (00 61 13.16).
 - 3. All other Procurement Specifications and Procurement Drawings, as listed in the Table of Contents of the Procurement Contract Documents.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - i. Exhibit A-1 Cloth Media Filtration System Assignment and Novation Agreement
 - ii. Seller’s Proposal.
 - iii. Documentation submitted by Seller prior to Notice of Award.
 - B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise in this paragraph.).
 - C. There are no Procurement Contract Documents other than those listed in this Article.

ARTICLE 11 – MISCELLANEOUS.

11.01 Defined Terms.

A. Terms used in this Agreement will have the meanings indicated below:

1. *Buyer*—The individual or entity purchasing the Goods and Special Services.
2. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
3. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
4. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
5. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
6. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
7. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
8. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
9. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
10. *Notice of Award*—The written notice, by Buyer to a Proposer, of Buyer's acceptance of the Proposal.
11. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
12. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
13. *Procurement Proposal Documents*—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).
14. *Procurement Proposal Requirements*—The advertisement or Request for Proposal, Instructions to Proposers, Bid security of acceptable form, if any, and Proposal Form with any supplements.
15. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
16. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
17. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
18. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
19. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
20. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
21. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
22. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
23. *Proposal*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
24. *Proposer*—An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
25. *Notice to Fabricate* – Written notice from Buyer to Seller authorizing the start of the fabrication of the procured equipment, as determined in the Procurement Contract.
26. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
27. *Seller*—The individual or entity furnishing the Goods and Special Services.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
29. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

30. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents.
31. *Successful Proposer*—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
32. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

11.02 Assignment.

- A. Provided all stipulations are met to all items within 7.01B, the Initial Buyer has the right to assign the Procurement Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. The Initial Buyer anticipates that the Procurement Contract will be assigned to an Contractor. The form documenting the assignment of the Procurement Contract is attached as Exhibit A-1 to this Agreement.
1. The Procurement Contract will be initially executed in the name of the City of Riverbank (hereafter Buyer) , and will then be assigned to a Contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the Contractor. As of the date of acceptance of assignment by the Contractor, all references in the Procurement Contract Documents to Buyer shall mean the designated contractor whose responsibilities will include the installation and incorporation of the Goods.
 2. The assignment of the Procurement Contract shall relieve the Buyer from all further obligations and liabilities under the Procurement Contract. After assignment, Seller shall become a subcontractor to Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Contractor/Assignee under the Procurement Contract shall become the rights, duties and obligations of the Assignee.
 3. After assignment:
 - a. All performance warranties, and guarantees, including, but not limited to, all insurances, additional insured status, waivers of subrogation, bond coverages, indemnifications, limitation of liability, and remedies required by the Procurement Contract Documents will continue to run for the benefit of City and, in addition, for the benefit of the Contractor/Assignee.
 - b. Except as provided in this Paragraph 10.02.A.3.b, all rights, duties and obligations of Engineer to Assignee and Seller under this Procurement Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to Contractor/Assignee for payments.
 - 2) Upon the written request of either the Assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Procurement Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Contract Documents. Such written clarifications and interpretations will be final and binding on Assignee and Seller.
- B. No assignment by a party hereto of any rights under or interests in the Procurement Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Assignor from any duty or responsibility under the Procurement Contract Documents.

11.03 Successors and Assignees.

- A. Buyer and Seller each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners, successors, assignees and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

11.04 Severability.

- A. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Business Addresses.

- A. The business address of Seller given herein is hereby designated as the place to which all notices, letters, and other communication to Seller will be mailed or delivered. The address of Buyer appearing herein is hereby designated as the place to which all notices, letters, and other communication to Buyer shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

Initial Buyer: City of Riverbank

Attn: Laura Graybill
6617 Third Street,
Riverbank, CA 95367

Engineer: Brown and Caldwell.

Attn: Mike Harrison
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Seller: Aqua-Aerobic Systems, Inc.

Attn: Barb Kinroth
6306 North Alpine Road
Loves Park, IL 61111

B. The address of the Contractor/Assignee as indicated on Exhibit A-1 is hereby designated as the place to which all notices, letters, and other communication to Contractor/Assignee shall be mailed or delivered.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Five original Agreements included Exhibit A-1 shall be delivered as follows: 3 copies to Buyer, 1 copy to Seller, and 1 copy to Seller's Surety. Two of the Buyer's copies will be for execution by the Contractor and the Contractor's surety for execution when the Agreement is assigned.

This Agreement will be effective on_____.

Buyer:_____ Seller:_____

By_____

By_____

Title:_____

Title:_____

Address for giving notices

Address for giving notices

Approved as to Form

Joint Venture

Seller: _____

Attorney for Buyer

By

Title: _____

Address for giving notices

Surety:_____

By_____

Title:_____

Address for giving notices

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

END OF SECTION

EXHIBIT A-1

CLOTH MEDIA FILTRATION SYSTEM ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT is entered this _____ day of _____, 20____, by and among the City of Riverbank ("hereinafter Owner"), _____ (hereinafter Contractor") and Aqua-Aerobic Systems, Inc. (hereinafter "Seller").

WHEREAS, Owner and Seller have entered into a certain agreement for Goods and Special Services ("the Procurement Agreement") for delivery of the Supply (as defined therein) to Owner with respect to the City of Riverbank Wastewater Treatment Plant Upgrade (the "Project"), which contract was entered into on the _____ day of _____, 20____, and is incorporated herein by reference to which this Exhibit A-1 is attached, for identification only (hereinafter the "Procurement Agreement"); and

WHEREAS, after the making of the Procurement Agreement, Owner entered into a construction contract with Contractor for Installation and Construction work at the City of Riverbank Wastewater Treatment Plant, which contract, Project No.____, was entered into on the _____ day of _____, 20____, and is incorporated into this Agreement by reference; and

WHEREAS, Owner, Seller, and Contractor now desire to permit the assignment of the Procurement Agreement by Owner to Contractor and the assumption by Contractor of the entirety of Owner's liability, if any, to Seller thereunder, so as to substitute Contractor for Owner and thus cause a novation of the Procurement Agreement; and

WHEREAS, the parties hereto desire to make this Assignment and Novation because, under the terms of the Construction Contract, Contractor is obligated to Owner to provide the Supply which is the subject of the Procurement Agreement and the parties desire that Seller provide such Supply to Contractor, and that Contractor and Seller release Owner with respect to the Procurement Agreement in accordance with the terms of this Agreement; and

WHEREAS, Contractor has provided Owner with a labor and material payment bond in the full amount of the Construction Contract, including the Cloth Media Filtration System Procurement Contract Price; and

WHEREAS, Contractor's acceptance of the assignment and novation of the Procurement Agreement is "as is", with no new or additional terms and conditions being imposed upon Seller by Contractor, except as otherwise provided in the Procurement Documents.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Procurement Agreement and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and assigns to Contractor all its right, title and interest in and to the Procurement Agreement and all liabilities, duties and obligations of Owner arising out of or relating to the Procurement Agreement, including without limitation all rights under the PERFORMANCE BOND FORM Section (00 61 13 13), and all rights and obligations regarding the purchase of the Cloth Media Filtration System as defined by the Procurement Documents for the Cloth Media Filtration System as provided in the Procurement Agreement. Notwithstanding any other provision of this Assignment and Novation Agreement, Owner retains all of its contractual rights under its contract with Seller concerning Seller's performance and guarantees and warranties respecting the Supply under the Procurement Agreement, whether said performance occurs or the Supply is provided before or after the date of this Assignment and Novation Agreement.

Dated: _____

CITY OF RIVERBANK

By _____

Title _____

2. Assumption of Assignment, Liabilities and Novation: The undersigned authorized representative of (_____ Insert Name of Contractor)

hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Owner under the Procurement Agreement therein specified to the same extent as if Contractor had been an original party thereto, agrees to assume all liabilities, duties and obligations of Owner arising out or relating to the Procurement Agreement, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold Owner harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Procurement Agreement arising out of or with respect to the performance or non-performance of its duties and obligations), and all rights and obligations regarding the procurement of the Cloth Media Filtration System as provided in the Procurement Agreement.

3. Owner's Right to Reassignment: Notwithstanding any other provision of this Assignment and Novation Agreement, Owner is a third party beneficiary of the Procurement Agreement and retains the right to require that Contractor assign the Procurement Agreement back to Owner should the Owner in its sole discretion determine that such a reassignment is desirable or necessary, including but not limited to the occurrence of the following: Contractor's breach of the Procurement Agreement, Contractor's breach of the above-referenced Contract Agreement, and/or Contractor's becoming the subject of a bankruptcy proceeding.

Dated: _____

[Insert Contractor Name]

By _____
_____, President

By _____
_____, Secretary

The payment bond surety and performance bond surety of Contractor hereby consents to the Assumption of Assignment, Liabilities and Novation and grants Supplier and Owner all rights, benefits and privileges under its bonds issued with Contractor as otherwise afforded as if Supplier were an original supplier or subcontractor to Contractor from inception.

Dated: _____

[Insert Contractor's Surety Name] By _____

Title

END OF DOCUMENT

This page intentionally left blank.

Supplemental Contract Provisions for Section 00 52 11 Procurement Agreement

The following contract provisions are hereby incorporated into the Procurement Agreement (“Agreement”) and are binding on both Buyer and Seller:

Section 1. Modification to Goods and Services. Any request for goods or services not included in the Procurement Documents will be considered a request for additional or modified goods and services (“Modifications”). Seller shall not receive additional compensation for any Modifications of the goods or services unless Buyer agrees otherwise in writing executed by both Buyer and Seller.

Section 2. No Conflict of Interest. Seller represents that no conflict of interest will be created under this Agreement or any applicable law. All rights and remedies of Buyer, whether under this Agreement or applicable law, shall be cumulative.

Section 3. Termination. This Agreement may be terminated at any time and for any reason by Buyer upon five (5) business days’ advance written notice. In the event of such termination Seller is to be fairly compensated for all goods delivered and accepted by Buyer and services performed. In the event Buyer requests cancellation for convenience in accordance herewith, the Seller shall be entitled to receive from the Buyer reimbursement for all of the direct costs incurred by the Seller prior to the receiving date of the notice of cancellation, plus an equitable negotiated amount for overhead and profit, but in no event shall such amounts due hereunder exceed the total price.

Section 4. Delivery Risk of Loss. All orders will be free on board destination if not otherwise specified. Risk of loss or damage to the goods shall remain with Seller until the goods have been delivered and accepted by Buyer. All goods and services will be received by Buyer subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. Buyer will be allowed a reasonable period of time to inspect the goods and services and to notify Seller of any nonconformance with the terms and conditions of the specifications. It will be the responsibility of the Buyer to unload the shipments and utilize the packing list and the bill of lading provided with the shipment(s) to notate shortages/damages upon receipt of the shipment(s) and notify Seller in writing regarding the shortages/damages to facilitate filing of a freight claim.

Section 5. Assurance of Performance. If, at any time, Buyer believes Seller may not be adequately performing its obligations under the Agreement or may fail to complete its obligations under this Agreement, Buyer will submit a written request to Seller for written assurances of performance and a plan to correct observed deficiencies in Seller’s performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 6. Indemnification By Seller. Seller shall protect, indemnify, hold harmless and defend Buyer, its directors, officer, employees, and agents, from any and all claims, fines,

demands, costs, expenses (including but not limited to reasonable attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages relating to acts or omission of Seller, employees, representatives, or agents of Seller, or anyone that Seller controls (collectively, "Seller's Agents"), to the extent caused by the negligence, recklessness, or willful misconduct of Seller or Seller's Agents, in the performance of their duties or in their operations under this Agreement. Such obligations to defend, hold harmless and indemnify Buyer and Buyer's directors, officers, employees and agents shall not apply to the extent that such acts or omissions are caused in whole or in part by the negligence, active negligence, or willful misconduct of Buyer or Buyer's directors, officers, employees and agents. The indemnification obligations of Seller under this Agreement shall not extend to the liability of Engineer and Engineer's consultants, officers, directors, employees or agents caused by the professional negligence, error or omissions of any of them. Seller's liability is limited to those matters directly relating to the supply of the equipment furnished by Seller. In no event will penalties exceed the purchase order amount of the Agreement between Seller and Buyer.

Section 7 Insurance. Subject to the discretion of the Buyer, Seller shall not begin any performance under this Agreement until it has (1) provided Buyer insurance certificates and endorsements reflecting evidence of all insurance and endorsements required and described herein; (2) obtained Buyer approval of each insurance company or companies; and (3) confirmed that all policies contain the special provision required herein. Seller's liabilities, including but not limited to Seller's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Seller's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated by Buyer as a material breach of Agreement. Buyer reserves the right to require Seller to submit copies of any policy upon reasonable request by Buyer.

1. **Commercial General Liability.** Commercial General Liability (CGL) insurance providing coverage which shall at least cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy. The specified minimum insurance coverages can be provided by a combination of primary and umbrella coverage.
2. **Commercial Automobile Liability.** For all of Seller's automobiles including owned, hired and non-owned automobiles, Seller shall keep in full force and effect, automobile insurance providing coverage for at least bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
3. **Workers' Compensation.** For all of Seller's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Seller shall

keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Seller shall provide an endorsement that the insurer waives the right of subrogation against Buyer and its respective elected officials, officers, employees, agents, and representatives.

Section 7 Independent Contractor. Seller shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Seller performs the services required under this Agreement. Seller shall be liable for its acts and omission, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained in the Procurement Documents shall be construed as creating an employment, agency or partnership relationship between the Buyer and Seller. Buyer shall have the right to control Seller only insofar as the result of Seller's goods and services rendered pursuant to this Agreement; however, Buyer shall not have the right to control the means by which Seller accomplishes the rendering of goods and services pursuant to this Agreement.

Section 8. Seller Not Agent. Except as Buyer may specify in writing, Seller shall have no authority, express or implied, to act on behalf of Buyer in any capacity whatsoever as an agent. Seller shall have no authority, express or implied, pursuant to this Agreement to bind Buyer to any obligation whatsoever.

Section 10. Compliance with Applicable Law. Seller agrees to comply with all applicable federal, state, and local law in connection with the performance of this Agreement, including the payment of prevailing wage when required.

Section 11. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California. For any dispute arising from this Agreement, Buyer and Seller consent to jurisdiction and venue in Stanislaus County Superior Court.

Section 12. Miscellaneous.

12.1 Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

12.2 Authority. Buyer and Seller warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other Agreement or agreement to which such Party is obligated, which such breach would have a material effect hereon.

12.3 Drafting Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that council, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

12.4. Records. Seller is required to maintain records relating to its performance of the Agreement and to make those records available for audit or inspection for four (4) years after Seller completes performance of the Agreement or the Agreement is otherwise terminated.

12.5. Audit. Buyer shall have access at all reasonable times to all reports, Agreement records, Agreement documents, Agreement files, and personnel necessary to audit and verify Seller's charges to Buyer under this Agreement.

12.6. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

May 1, 2025

Correspondence ID#: AAL-50910

City of Riverbank

Attn: Cody Bridgewater

6707 Third Street

Riverbank, CA 95367

USA

Project: RIVERBANK CA

RE: City of Riverbank Request for Proposals, May 1, 2025

Project ID: #116455

Proposal #:173777

We are pleased to enclose our proposal package for the AquaDisk® Cloth Media Filtration System for the Riverbank Waste Water Treatment Plant in Riverbank, CA. Included within this package are recommendations for an AquaDisk® filtration system process that meets or exceeds the effluent requirements for reuse tertiary flows. Additionally, we have included, drawings, references and detailed explanations and brochures highlighting the advantages of the AquaDisk® system.

We would like to draw special attention to the operational description and key advantages of the AquaDisk® filters outlined in the latter portions of Section 2. Also included in this section are both US and California specific installation lists. Additional design details, including a design report and a scope of supply can be found in Section 3 of the proposal package.

In terms of warranty, Aqua-Aerobic Systems is offering a 1-yr warranty for all equipment included in our scope of supply. In addition to the warranty is Aqua-Aerobic Systems' help line. This line is available 24/7, year-round. This benefit is available for the life of the plant at no additional cost to the owner. When someone calls the help line, the phone will always be answered by customer service personnel familiar with the process. They will have the ability to look up the existing plant and equipment and walk through any troubleshooting required or ship critical parts overnight. Please see Section 5 for additional details on process guarantee and the 24/7 help line.

Aqua-Aerobic has been providing filtration treatment systems since the early 1990s. Since then, over 3,000 systems have taken advantage of the propriety and industry

leading cloth media, OptiFiber®. This media has been developed continuously over the last 30 years, such as through accelerated endurance testing. At our Research and Technology center in Rockford, Illinois, Aqua-Aerobic Systems has tested hundreds of cloth types of the last 30 years, but only 5 of these cloths have passed the testing and quality standards expected of OptiFiber® Cloth Media.

Aqua-Aerobic Systems is a US based company, with all equipment and controls assembled and manufactured at or within 100 miles of our Loves Park, IL office. With the current economic uncertainty surrounding tariffs, we want to provide the Riverbank team reassurance that Aqua-Aerobic Systems has not seen any impact from the current tariffs. Additionally, if the project requires, our AquaDisk filters are all designed to meet American Iron and Steel (AIS) and Build American, Buy American (BABA) requirements.

Aqua-Aerobic Systems, Inc. is offering the proposed equipment to meet the specified requirements and Addendum 1-2, unless otherwise noted herein, subject to approval by the Owner or the Consulting Engineer. Please take a moment to review our proposal notes and drawings for Aqua-Aerobic Systems' equipment terminations and items not included in Aqua-Aerobic Systems' scope of supply which are to be provided by the Buyer or Buyer's Installation Contractor.

We appreciate the opportunity to offer our proposed solution for Riverbank's wastewater treatment needs and welcome any questions that may arise regarding our system during the evaluation period. At the end of the day, this decision goes beyond simply selecting equipment; you are selecting a partner for the next 20+ years. We are confident Aqua Aerobic Systems Inc. can be that partner you count on for Riverbank.

We appreciate the opportunity to submit our proposal for this project and look forward to discussing it with you in detail. Please feel free to contact me (phone: 815-639-4530; email: nfortsas@aqua-aerobic.com), or our sales representative firm (listed below) if you have any questions regarding our proposal offering.

Sincerely,



Nicholas Fortsas
Project Application Engineer

CC: Aqua-Aerobic Systems, Inc.
Scott Kelly / SKelly@aqua-aerobic.com

MISCOWater North / ph#: 925-225-1900 / fx#: N/A
Brandon Olson



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

City of Riverbank - Request for Proposal (“RFP”) Cloth Media Filtration System

Table of Contents May 1, 2025

Aqua-Aerobic Systems’ documents listed on the Table of Contents are dated May 1, 2025 unless stated otherwise.

	Cover Letter
Section 1.	Bid Forms
	A. Proposal Form
	B. Proposer’s Information
	C. Proposer’s Statement of Experience and Supplemental Information
	D. Non-Collusion Affidavit
Section 2.	Qualifications of Bidder
	A. Evidence of Experience
	1. California Installations
	2. US Installations

B. Company Profile and Capabilities

C. AquaDisk® Unique Qualifications and Key Features

Section 3.

Design Information

A. Scope of Supply

B. Design #173777

C. Standard Drawings

D. O&M Estimate

E. Performance Guarantee

F. Process Performance Testing

G. Exceptions and Clarifications

Section 4.

Additional Information

A. Cloth Media Brochure

B. Operational Description

C. Customer Service Brochure

D. Spare Part Lead Times and Service Center Details

E. Specification Compliance

SECTION 00 42 13
PROPOSAL FORM

CITY OF RIVERBANK

CLOTH MEDIA FILTRATION SYSTEM

CITY OF RIVERBANK

Aqua-Aerobic Systems, Inc.

Proposer's Firm Name

6303 N. Alpine Road

Street Address

Loves Park IL 61111

City State Zip Code

815-654-2501 815-654-2508

Phone Number Fax Number

Pursuant to your published Notice to Equipment Manufacturers for the supply of the Cloth Media Filtration System, in accordance with the Procurement Drawings and Procurement Specifications thereto, and now on file, Aqua-Aerobic Systems, Inc. (name of firm) hereby offers and agrees to supply the Cloth Media Filtration System in full accord with the terms of said Procurements Drawings and Procurement Specifications for the prices and on the terms and conditions herein contained.

It is agreed that the following forms shall be included as a part of this proposal:

PROPOSAL FORM (Section 00 42 13)

PROPOSER'S INFORMATION (Section 00 45 10)

PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION (SECTION 00 45 17)

NONCOLLUSION AFFIDAVIT (Section 00 45 19)

It is acknowledged that addenda numbers 1 through 2 have been received and examined as a part of these contract documents.

Basis for Award: Buyer reserves the right to reject all Proposals. The award will be based on the results of the evaluation conducted on the basis of the PROPOSAL EVALUATION Section (00 31 00) with the award going to the proposal with the highest scores of a responsible Proposer.

The undersigned agrees to execute a Procurement Agreement with the City of Riverbank with the understanding that the Procurement Agreement will be assigned to a Contractor to be selected at a later date.

The Procurement Agreement will be in the Total Proposed Price given in this Proposal Form.

The undersigned acknowledges that the Cloth Media Filtration System Procurement Agreement with assignment to Contractor Procurement Documents will be included within the Proposal Documents for the construction contract for the City of Riverbank Wastewater Treatment Plant Upgrade and subsequently within the contract between the Contractor for that project and the City.

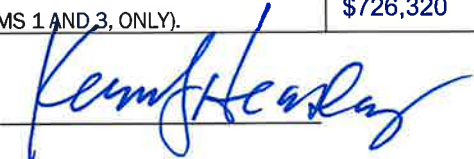
The undersigned acknowledges that the Total Proposed Price in the Proposal Price Schedule will be utilized as set cost of the Cloth Media Filtration System and will be entered into the Proposal Price form of the proposal documents for the construction contract of the City of Riverbank Wastewater Treatment Plant Upgrade and shall be guaranteed through July 2028 (anticipated completion of construction project). If milestone dates are delayed for reasons other than those caused by the Contractor or Supplier, the price shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Product Price Index (PPI). Price adjustments shall be on a pro-rated basis for the Goods and Special Services related to the specific milestone delay.

It is agreed that the milestone dates, liquidated damages, and progress payments as stipulated in the PROCUREMENT AGREEMENT FORMS Section (00 52 11) are fair and justifiable and therefore acceptable to the undersigned.

It is understood that the City reserves the right to reject any and all Proposals and to determine which Proposal is, in the judgment of the City, the lowest responsive Proposal of a responsible Proposer or group of Proposers and which Proposal should be accepted in the best interests of the City. The City also reserves the right to waive any informality in any Proposal.

It is agreed that the Total Proposed Amount in the table below shall remain valid up until 90 days from the date of proposal submission and will not be withdrawn by the undersigned except as provided for in the INSTRUCTIONS TO PROPOSERS Section (00 21 16).

Proposed Price Schedule for furnishing of Cloth Media Filtration System in accordance with the Procurement Contract Documents.

Item	Description	Quantity	Units	Total Price per Item (Dollars)
1. *	Prepare all fabrication related submittals and shop drawings for the Cloth Media Filtration System and all other cost items not included in item 2. (Limited to 5% of Total Proposed Price.)	1	1	\$35,210
2. *	Furnish a complete Cloth Media Filtration System and services during design and installation in accordance with the Procurement Contract Documents and Procurement Drawings, including factory testing and reports, shipment to jobsite, all taxes warranties and commissioning, field services and training. The system shall be provided with a capacity per unit of 1.6 MGD (total 2 units).	1	1	\$668,960
3. *	Alternate Proposal Item: Furnish a complete Cloth Media Filtration System and services during design and installation in accordance with the Procurement Contract Documents and Procurement Drawings, including factory testing and reports, shipment to jobsite, all taxes warranties and commissioning, field services and training. The system shall be provided with a capacity per unit of 2.3 MGD (total 2 units).	1	1	\$691,110
*Pricing includes 7.875% sales tax and Performance Bonding				
TOTAL PROPOSAL PRICE (SUM OF ITEMS 1 AND 2, ONLY)				\$704,170
TOTAL ALTERNATE PROPOSAL PRICE (SUM OF ITEMS 1 AND 3, ONLY).				\$726,320
 _____ Signature of Proposer <u>Kevin Heasley</u> _____ Name (Printed or Typed) <u>Vice President, Operations</u> _____ Title				

END OF SECTION

This page intentionally left blank.

SECTION 00 45 10
PROPOSER'S INFORMATION

CORPORATIONS:

If Proposer or other interested person is a corporation, complete the following:

Legal Name of Corporation Aqua-Aerobic Systems, Inc.

<u>James Horton, President and CEO</u>	<u>Scott Willis, VP & CFO</u>
--	-----------------------------------

Name of President	Name of Treasurer
-------------------	-------------------

<u>Scott Willis, VP & CFO</u>	<u>Kevin Heasley, VP, Operations</u>
-----------------------------------	--------------------------------------

Name of Secretary	Name of Manager
-------------------	-----------------

PARTNERSHIPS: N/A

If Proposer or other interested person is a partnership, complete the following:

Name of Partnership _____

Name of Partner	Name of Partner

Name of Partner	Name of Partner

Name of Partner	Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

JOINT VENTURE: N/A

If Proposer or other interested party is a joint venture, complete the following:

Name of Joint Venture _____

Firm 1

Firm 2

Name of Individual Firm

Name of Individual Firm

Name of Firm President

Name of Firm President

Name of Firm Secretary

Name of Firm Secretary

Name of Firm Treasurer

Name of Firm Treasurer

Name of Firm Manager

Name of Firm Manager

Firm 3

Firm 4

Name of Individual Firm

Name of Individual Firm

Name of Firm President

Name of Firm President

Name of Firm Secretary

Name of Firm Secretary

Name of Firm Treasurer

Name of Firm Treasurer

Name of Firm Manager

Name of Firm Manager

INDIVIDUALS: N/A

If Proposer or other interested party is an individual, complete the following:

Full First and Last Name of Individual _____

END OF SECTION

SECTION 00 45 17

PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION

1.01 GENERAL

This experience statement shall be submitted with the sealed Proposals. Failure to properly submit the following information will result in a non-responsive Proposal.

1.02 EXPERIENCE - PASS/FAIL REQUIREMENTS

An answer of "no" to any of the following questions will result in a non-responsive Proposal:

1. Has the Proposer been manufacturing this type of equipment for the past 10 years?

☐

Yes

No

2. Does the Proposer have a service center within 500 miles of the Point of Destination?

☐

Yes

No

3. Has the Proposer manufactured and supplied this equipment in North America to at least ten projects for non-potable water reuse applications in the last ten years?

☐

Yes

No

4. ~~Is the Proposer ISO 9001 certified?~~ ISO certification waived per Addendum 2

☐

~~Yes~~

~~No~~

Provide for 3 out of the set of 10 projects referred in number 3, above, the following details:

Project # 1 Los Osos WRF CA

Owner: San Luis Obispo County

Owner's Contact Information:

Name: Sean Loveridge

Title: Chief Wastewater Treatment Plant Operator

Phone No: 805-528-3010

Email: sloveridge@co.slo.ca.us

Date of Installation: February 2016

Design Flow: 1.2 MGD ave, 4 MGD max

Influent Origin: (Secondary Effluent, Tertiary Effluent, with/without coagulant, etc.)

Secondary effluent. Coagulant typically not used

Treatment Goal / Effluent Standards (CA Title 22, Turbidity NTU, as applicable):

CA Title 22 reuse

Peak Hydraulic Loading Rate Per Unit (gpm/ft): 5.2 gpm/sf at peak hour flow, one unit offline

Project # 2 Ocotillo WRF AZ
Owner: City of Chandler AZ
Owner's Contact Information:
Name: Randall 'Tyrel' Mauck
Title: Chief Operator
Phone No: 480-782-3719
Email: randall.mauck@chandleraz.gov
Date of Installation: March 2023
Design Flow: 11.4 MGD Ave, 18 MGD Max
Influent Origin: (Secondary Effluent, Tertiary Effluent, with/without coagulant, etc.)
Secondary Effluent no coagulant
Treatment Goal / Effluent Standards (CA Title 22, Turbidity NTU, as applicable):
ADEQ A+ reclaimed water (2 NTU)
Peak Hydraulic Loading Rate Per Unit (gpm/ft): 6.5 GPM/sf with one unit offline

Project # 3 Mesa Greenfield WRF AZ
Owner: City of Mesa
Owner's Contact Information:
Name: Mike Davis
Title: Plant Operator
Phone No: 480-209-0348
Email: mike.davis@mesaaz.gov
Date of Installation: March 2020
Design Flow: 30 MGD average, 39 MGD max
Influent Origin: (Secondary Effluent, Tertiary Effluent, with/without coagulant, etc.)
secondary effluent no coagulant
Treatment Goal / Effluent Standards (CA Title 22, Turbidity NTU, as applicable):
ADEQ A+ reclaimed water (2 NTU)
Peak Hydraulic Loading Rate Per Unit (gpm/ft): 5.1 gpm/sf (one unit offline)

1.03 DESIGN AND PERFORMANCE

In addition to all requirements specified in individual technical specifications, include the following design and performance data for the equipment to be supplied:

- List of the following cloth media filtration design and operation parameters:

Table 1: Design and Operation Parameters

Parameters	Value
Number of discs per unit at initial maximum design flow	4
Number of discs per unit at future maximum design flow	6
Number of cloth media frames per disc	6
Disc diameter, feet	6.57 feet (2 meters)
Total filter area per disc filter, square feet	53.8 square feet
Submerged filter area per disc filter, square feet	53.8 square feet
Disc drive motor hp	1/2 HP
Number backwash pumps per unit	1 pump
Backwash pump flow rate, gpm	130 gpm
Backwash pump motor hp	2 HP
Backwash flow as percentage of forward flow, %	2-5%
Number backwash/solid waste valves per unit	2 backwash/basin, 1 solids waste/basin initially 3 backwash/basin, 1 solids waste/basin future
Power required at average flow, kW	4.5 kW (Includes backwashing)
Total connected load, kW	4.5 kW
Total width of filter system basins in suppliers recommended configuration, feet	8.5 feet
Total length of filter system basins in suppliers recommended configuration, feet	9 feet
Water depth in filter basin at maximum flow, feet	Water level fluctuates in Basin as solids accumulate on cloth. Max water level before backwash is triggered is 8.78'. See included drawings in section 3.C of proposal.

- List of the following cloth media filtration system maintenance parameters:

Table 2: Consumable and Maintenance Parts and Costs

Item	Unit Cost	Guaranteed Life	Person hours per Replacement or Service
Cloth media and frame for one disc	\$319	8 years	1 hour/disk (1 disk=6 segments)
Disc drive assembly*	\$6,350	Greater than 15 years	2 hours
Motorized backwash valve (if applicable)*	\$2,030	Greater than 15 years	1 hour
Backwash pump*	\$7,650	Greater than 15 years	2 hours for replacement
Disc cleaning nozzle/shoe*	\$	Greater than 15 years	1 hour/pair of shoes
Annual costs for cleaning system consumables/chemicals**	\$1.2/unit/year	N.A.	2-3 hours for a recovery clean

Please see the included O&M estimate for the filtration system

Proposer to include in Table 2 any consumables and replacement part typically necessary to be consumed or replaced in a 15-year period.

- Copy of CLOTH MEDIA FILTRAION SYSTEM Section (46 61 44), indicating with check mark "✓" each paragraph Proposer's proposal is fully compliant with and an "X", those where its proposal is only partially or not compliant.

*Proper maintenance will result in these pieces of equipment lasting the life of the filter unit. Please note the backwash pump will require a rebuild every ~7 years.

4. List and detail of the deviations taken from the Procurement Proposal Documents, referring to the specification section, paragraph and item, or drawing as applicable.
5. The following data and documentation to support the numeric evaluation of the Proposals detailed in PROPOSAL EVALUATION Section (00 31 00).

Reference to Evaluation Criterion	Reference Subject	Instructions to Proposer
2.c.	Spare Parts Availability	List lead time (in business days) for all spare parts included in the Proposal with a projected service life of less than 2 years. Supply one (1) customer reference from within last 6 months where this lead time or shorter lead time was met. Supply location of nearest service center, indicating distance in miles from service center to project location and number of technicians full time assigned to that service center. See spare part and service center information in section 4.D of this proposal package
3.b	Lead time for Specified Scope	List time to deliver to the project site all equipment and ancillaries comprising the complete system following receipt of notice to fabricate. Supply time required for preparation of submittals. See lead times listed in scope of supply document in section 3.A of this proposal package
4.a	Installations within the state of California with same size or larger equipment	Supply a list of up to 20 installations within the state of California for water reuse like the existing in terms of flow and targeted use. List design flow and installed power for each entry. See section 2.A.1 of this proposal package
4.b	Additional Installations within the USA with same size or larger equipment	Supply a list of up to 10 installations within the US beyond those included in 4a. List flow and installed equipment power for each entry. See section 2.A.2 of the proposal package

Additional pages outlining this portion of the Proposal shall be attached to this document, as necessary.

1.04 AFFIDAVIT

We, the undersigned, Kevin Heasley and Scott Willis
_____ (.) as the authorized representatives
for Aqua-Aerobic Systems, Inc.

_____ (firm) an interested manufacturer for the Cloth Media Filtration System do hereby attest that all statements and representations made herein are true and correct to the best of our knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

We acknowledge that we have received addenda numbers 1 through 2.

We understand that the City will investigate any and all statements and representations made by us and our firm in this Statement of Experience and Supplemental Information and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, we have provided them. We agree to waive any claims against the City, Engineer and/or any third party designated by the City for the release of the information necessary to evaluate this Statement of Experience and Supplemental Information Package.

We further understand that any false statement or representations made in this application will result in disqualification of our firm as a Proposer for the Project. If it is determined that these false statements or representations were purposefully made to change, hide, or obscure negative information from the City in an attempt to qualify under these false pretenses, the action will result in loss of eligibility for our firm to qualify for any City contracts for a minimum period of one (1) year and a maximum period of five (5) years from the date of discovery. If the discovery of false representation occurs after the contract is awarded to our firm, we understand and agree that the City reserves the right to terminate the contract for cause and to seek legal remedy under the prevailing statutes.

Kevin Heasley

(.)



(Signature)

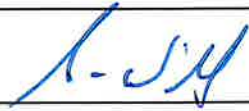
Vice President, Operations

(Title)

Attested:

Scott Willis

(.)



(Signature)

Vice President & Chief Financial Officer

(Title)

Date May 1, 2025



END OF SECTION

SECTION 00 45 19
NONCOLLUSION AFFIDAVIT

City of Riverbank

Cloth Media Filtration System

The undersigned declares:

I am the Vice President, Operations of Aqua-Aerobic Systems, Inc. the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/1/25 (date), at Loves Park (city), Illinois (state).

If Proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of firm, also names of all individual partners composing the firm. If the Proposer or other interested person is a joint venturer, state the name of the joint venture, the names of the individual joint venture firms, and the names of the president, secretary, treasurer and manager of each individual joint venture firm. If Proposer is an individual, state first and last names in full.

NOTE: State on the line below whether your concern is a corporation, joint venturer, a copartnership, private individual, or individuals doing business under a firm name.

Concern: Corporation, doing business as Aqua-Aerobic Systems, Inc.

If the Bidder is a corporation, the Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Proposer is a corporation, please complete the following:

This corporation is organized and existing under and by virtue of the laws of the State of Illinois.

Corporate seal is required if Proposer is a corporation. Also, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the Proposal to execute contracts on behalf of the corporation.

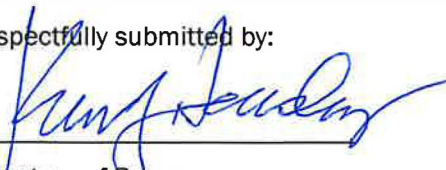
If the Proposer is a partnership, the Proposal must be executed in the name of the partnership and one of the partners' signatures must be subscribed thereto as the authorized representative of the partnership.

If the Proposer is a joint venturer, the Proposal must be executed in the name of the joint venturer by a representative of one of the joint venture firms. Additionally, a copy of the resolution or agreement empowering the representative to execute the Proposal and bind the joint venturer shall be furnished.

FIRM NAME: Aqua-Aerobic Systems, Inc.

ADDRESS: 6306 N. Alpine Road, Loves Park, IL 61111

Respectfully submitted by:



Signature of Proposer

Kevin Heasley

Name (Printed or Typed)

Vice President, Operations

Title



END OF SECTION



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Signatory Authorization
Per Corporate By-Laws of Aqua-Aerobic Systems, Inc. dated Sept. 16, 2016

ARTICLE IV. OFFICERS

Section 1. Enumeration. The officers of the Corporation shall be chosen by the Board of Directors and shall include a Chairman, a President, Vice Presidents, a Treasurer and a Secretary. The Board of Directors may also elect such other officers and agents as it may deem appropriate. Any number of offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall be elected at the annual meeting of the Board of Directors and shall hold office until their successors are elected and qualified, or until their earlier death, termination, resignation or removal from office. Any officer or agent of the Corporation may be removed, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy in any office because of death, resignation, termination, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. The Chairman. The Chairman shall preside at all meetings of the stockholders and of the Board of Directors. The Chairman shall cause to be called regular and special meetings of the stockholders and of the Board of Directors in accordance with these By-laws and Regulations of Board of Directors. The Chairman may sign, execute and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or where required by law to be otherwise signed, executed or delivered. The Chairman may sign, jointly with the Treasurer and the Secretary, certificates of stock of the Corporation. The Chairman shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly elected or appointed officers, subject to the approval of the Board of Directors. In addition to the powers and duties expressly conferred upon the Chairman by these By-laws, the Chairman shall, except as otherwise specifically provided by the laws of the State of Illinois, have such other powers and duties as shall from time to time be assigned to the Chairman by the Board of Directors.

Section 4. The President. The President shall be the chief executive and operating officer of the Corporation. The President shall have general and active management of the business and affairs of the Corporation, subject to the control of the Board of Directors, shall see that all orders and resolutions of the Board of Directors are effectuated, and shall have such other powers and duties as the Board of Directors assigns to him. He shall ensure that the books, reports, statements, certificates and other records of the Corporation are kept, made or filed in accordance with the laws of the State of Illinois. He may sign, execute and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or where required by law to be otherwise signed, executed or delivered. He may sign, jointly with the Treasurer and the Secretary, certificates of stock of the Corporation. He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly elected or appointed officers, subject to the approval of the Board of Directors. In addition to the powers and duties expressly conferred upon him by these By-laws, he shall, except as otherwise specifically provided by the laws of the State of Illinois, have such other powers and duties as shall from time to time be assigned to him by the Board of Directors.

Section 5. Vice Presidents. Vice Presidents shall have such powers and duties as the Board of Directors assigns to them. Each Vice President may sign, execute and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or where required by law to be otherwise signed, executed or delivered. In addition to the powers and duties expressly conferred upon them by these By-laws, they shall, except as otherwise specifically provided by the laws of the State of Illinois, have such other powers and duties as shall from time to time be assigned to them by the Board of Directors.

Section 6. Secretary. The Secretary shall: (a) keep a record of all proceedings of the shareholders, the Board of Directors and any committees thereof in one of more books provided for that purpose; (b) give, or cause to be given, all notices that are required by law or these By-laws to be given by the Secretary; (c) be custodian of the corporate records and, if the Corporation has a corporate seal, of the seal of the Corporation; (d) have authority to affix the seal of the Corporation to all instruments the execution of which requires such seal and to attest such affixing of the seal; (e) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (f) sign, with the Chairman, the President, Vice Presidents or any other officer thereunto authorized by the Board of Directors, any certificates for shares of the Corporation, or any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed by the signature of more than one (1) officer; (g) have general charge of the share transfer books of the Corporation; (h) have authority to certify as true and correct copies of the By-laws, or resolutions of the shareholders, the Board of Directors and committees thereof, and of other documents of the Corporation; and (i) in general, perform the duties incident to the office of secretary and such other duties as from time to time may be prescribed by the Board of Directors, the Chairman, the President or Vice Presidents. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest such affixing of the seal.

Section 7. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Corporation. The Treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Corporation; (b) have charge and custody of all funds and securities of the Corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform the duties incident to the office of treasurer and such other duties as may from time to time be prescribed by the Board of Directors, the Chairman, the President, Vice Presidents. The Treasurer may sign with the Chairman, the President, Vice Presidents or any other officer thereunto authorized by the Board of Directors, certificates for shares of the Corporation. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors may determine.

Section 8. Other Officers and Agents. Any officer or agent who is elected or appointed from time to time by the Board of Directors and whose duties are not specified in these By-laws shall perform such duties and have such powers as may from time to time be prescribed by the Board of Directors or the Chairman.

Section 9. Duties of Officers May be Delegated. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the Chairman or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any member of the Board of Directors.



California Filters

CLEAR CREEK WWTF, CA

103657A

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS
StartUp Date: 11/15/2012
Avg. Daily Flow(MGD): 9.4
Max. Design Flow(MGD): 24
Equipment: 5 Tertiary Filter(s)
12 Disks,Classic,Model 54,PA2-13,SS Package
Installed Power: 17.7 kW

ELLIS CREEK WRF CA

100753C

Waste Characteristics: Municipal / Municipal
Treatment Objective: TSS / NTU
StartUp Date: 03/26/2025
Avg. Daily Flow(MGD): 4
Max. Design Flow(MGD): 7.6
Equipment: 2 Tertiary Filter(s)
16 Disks,PES-13,Model54,Concrete
Installed Power: 10.44 kW

GLENDAL WRF

109661B

Waste Characteristics: Municipal / Domestic
Treatment Objective: Reuse / NTU
StartUp Date: 04/16/2015
Avg. Daily Flow(MGD): 12
Max. Design Flow(MGD): 24
Equipment: 4 Tertiary Filter(s)
12 Disks,Model 54,PES-13,PS Package
Installed Power: 14.2 kW

HYPERION WWTP CA

112153

Waste Characteristics: Municipal / Domestic
StartUp Date: 07/15/2016
Avg. Daily Flow(MGD): 25
Max. Design Flow(MGD): 25
Equipment: 6 Tertiary Filter(s)
PES-13,ADF Disk Concrete Filter(s),Model 54,20 Disks
Installed Power: 49.2 kW

LIVE OAK WWTP 2007 UPGRADE, CA

105419B

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , NTU
StartUp Date: 08/18/2011
Avg. Daily Flow(MGD): 4.27
Max. Design Flow(MGD): 4.27
Equipment: 2 Tertiary Filter(s)
ADF Disk SS Package Filter(s)
Installed Power: 7.1 kW

LOS OSOS WRF CA

112293

Waste Characteristics: Municipal / Domestic
Treatment Objective: Reuse , TSS
StartUp Date: 02/25/2016
Avg. Daily Flow(MGD): 1.2
Max. Design Flow(MGD): 4.032
Equipment: 2 Tertiary Filter(s)
ADF Disk SS Package Filter(s), PES-13, Model 54, 10 Disks
Installed Power: 8.2 kW

MOULTON NIGUEL WD, CA

117558

Waste Characteristics: Municipal / Municipal
Treatment Objective: NTU
StartUp Date: 06/19/2024
Avg. Daily Flow(MGD): 4
Max. Design Flow(MGD): 9
Equipment: 4 Tertiary Filter(s)
ADF Disk Concrete Filter(s), PES-14, Model 54, 6 Disks
Installed Power: 7.5 kW

PASO ROBLES CA

113400

Waste Characteristics: Municipal / Domestic
Treatment Objective: NTU
StartUp Date: 11/15/2018
Avg. Daily Flow(MGD): 3.66
Max. Design Flow(MGD): 5.5
Equipment: 3 Tertiary Filter(s)
6 Disks, PA2-13, Concrete, Model 54
Installed Power: 8.4 kW

RIALTO RECLAMATION PHII EXP CA

107583

Waste Characteristics: Municipal / Municipal
Treatment Objective: NTU
StartUp Date: 12/20/2019
Avg. Daily Flow(MGD): 12
Max. Design Flow(MGD): 18
Equipment: 3 Tertiary Filter(s)
Model 54, PA2-13, 12 Disks, Pump(s)
Installed Power: 24.1 kW

Confidential

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Aeration & Mixing | Biological Processes | Filtration | Membranes | Oxidation & Disinfection | Process Control | Aftermarket & Customer Service

SAUSALITO-MARIN CITY CA

111906

Waste Characteristics: Municipal / Municipal
Treatment Objective: TSS
StartUp Date: 06/20/2019
Avg. Daily Flow(MGD): 3
Max. Design Flow(MGD): 6
Equipment: 2 Tertiary Filter(s)
PES-14,Model 54,PES-13,Concrete,8 Disks
Installed Power: 16.1 kW

EL TORO WATER DISTRICT WATER RECYLING PLANT CA

101951B

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , NTU
StartUp Date: 10/14/2014
Avg. Daily Flow(MGD): 1.1
Max. Design Flow(MGD): 3.3
Equipment: 2 Tertiary Filter(s)
Model 54,PES-14,12/8 Disks,SS Package
Installed Power: 10.1 kW

MARCH WWRF - PHASE 2 EXP, CA

107194

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , NTU
StartUp Date: 02/24/2011
Avg. Daily Flow(MGD): 3
Max. Design Flow(MGD): 5
Equipment: 3 Tertiary Filter(s)
ADF Disk SS Package Filter(s)
Installed Power: 10.6 kW

MORENO VALLEY RWRF SCATT EXP, CA

107190A

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , NTU , Reuse
StartUp Date: 08/24/2011
Avg. Daily Flow(MGD): 12
Max. Design Flow(MGD): 22.3
Equipment: 4 Tertiary Filter(s)
ADF Disk SS Package Filter(s),Pump(s)
Installed Power: 20.2 kW

OAKDALE WWTP UPGRADE, CA

107972

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , NTU
StartUp Date: 01/13/2011
Avg. Daily Flow(MGD): 4
Max. Design Flow(MGD): 10
Equipment: 1 Tertiary Filter(s) ADF Disk
Concrete Filter(s)
Installed Power: 14.2kW

PALMDALE WRP STAGE 5 EXP-PH I, CA

108814

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS
StartUp Date: 09/08/2011
Avg. Daily Flow(MGD): 12
Max. Design Flow(MGD): 15
Equipment: 6 Tertiary Filter(s)
ADF Disk Package Filter(s)
Installed Power: 21.25 kW

SAN JACINTO VALLEY TITLE 22 TERTIARY TRTMT, CA

106640A

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS , Algae
StartUp Date: 06/06/2012
Avg. Daily Flow(MGD): 6
Max. Design Flow(MGD): 11
Equipment: 2 Tertiary Filter(s)
ADF Disk SS Package Filter(s), Pump(s)
Installed Power: 30.2 kW



Cloth Media Filters Reuse Applications

NEELY RD WWTP AZ

114446

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS / NTU
StartUp Date: 09/08/2023
Avg. Daily Flow(MGD): 11
Max. Design Flow(MGD): 27.5
Equipment: 3 Tertiary Filter(s)
14 Disks,PES-13,Concrete,Model 108
Installed Power: 100.7 kW

ASH STREET WWTF, FL

114903

Waste Characteristics: Municipal /
Treatment Objective: TSS / NTU
StartUp Date: 07/31/2023
Avg. Daily Flow(MGD): 3
Max. Design Flow(MGD): 6
Equipment: 2 Tertiary Filter(s)
6 Disks,Model 54,PES-14,SS Package
Installed Power: 3.73 kW

OCOTILLO WRF AZ

114432

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS / NTU
StartUp Date: 03/13/2023
Avg. Daily Flow(MGD): 11.4
Max. Design Flow(MGD): 18
Equipment: 4 Tertiary Filter(s)
12 Disks,PES-13,Concrete,Model 54
Installed Power: 14.2 kW

SEDONA WWTP AZ**110602B**

Waste Characteristics: Municipal / Municipal
 Treatment Objective: TSS / NTU
 StartUp Date: 06/18/2020
 Avg. Daily Flow(MGD): 3
 Max. Design Flow(MGD): 4.6
 Equipment: 3 Tertiary Filter(s)
 20 Disks,PES-14,Concrete,Model 11
 Installed Power: 10.1 kW

LIHUE-PUHI WWTP, HI**108665A**

Waste Characteristics: Municipal / Municipal
 Treatment Objective: NTU
 StartUp Date: 02/19/2025
 Avg. Daily Flow(MGD): 1.5
 Max. Design Flow(MGD): 3
 Equipment: 2 Tertiary Filter(s)
 6 Disks,Concrete, 54,PES-13,Scum Removal Device(s)
 Installed Power: 8.2 kW

DOE BRANCH PHS II EXP TX**109304A**

Waste Characteristics: Municipal / Municipal
 Treatment Objective: TSS / NTU
 StartUp Date: 03/18/2021
 Avg. Daily Flow(MGD): 0.75
 Max. Design Flow(MGD): 3
 Equipment: 2 Tertiary Filter(s)
 6 Disks,PES-14,Model 54,SS Package
 Installed Power: 5.6 kW

106180D**HARBOR ROAD WRF FL**

Waste Characteristics: Municipal / Municipal
 Treatment Objective: Phosphorus / TSS / NTU
 StartUp Date: 11/27/2024
 Avg. Daily Flow(MGD): 1.25
 Max. Design Flow(MGD): 3.75
 Equipment: 2 Tertiary Filter(s)
 ADF Disk Concrete Filter(s),Concrete,Model 54,PES-14
 Installed Power: 3.73 kW

JOHN HARGROVE WRF TX

116368

Waste Characteristics: Municipal / Domestic
Treatment Objective: TSS / NTU
StartUp Date: 03/22/2024
Avg. Daily Flow(MGD): 2.67
Max. Design Flow(MGD): 32
Equipment: 2 Tertiary Filter(s)
12 Disks,PES-13,Model 54,Classic,Concrete
Installed Power: 7.1 kW

GLENDAL-ARROWHEAD RANCH AZ

107291

Waste Characteristics: Municipal / Domestic
Treatment Objective: NTU
StartUp Date: 03/08/2019
Avg. Daily Flow(MGD): 4.5
Max. Design Flow(MGD): 9
Equipment: 3 Tertiary Filter(s)
10 Disks,PA2-13,Concrete,Model 54
Installed Power: 10.63 kW

MESA GREENFIELD WRF EXP AZ

113260

Waste Characteristics: Municipal / Municipal
Treatment Objective: NTU
StartUp Date: 03/27/2020
Avg. Daily Flow(MGD): 30
Max. Design Flow(MGD): 39
Equipment: 8 Tertiary Filter(s)
Concrete,Model 54,14 Disks,PES-13
Installed Power: 65.6 kW

COMPANY **PROFILE** **AND CAPABILITIES**



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

GENERAL INFORMATION

ABOUT OUR COMPANY

Aqua-Aerobic Systems is an applied engineering company specializing in adaptive water management solutions including aeration/mixing, biological processes, cloth media filtration, membranes, PFAS solutions, oxidation/disinfection and process control. Since 1969, the company has served the water and wastewater industry by providing both municipal and industrial customers around the world with advanced technologies and treatment solutions that easily adapt to changing demands. From enhanced nutrient removal to primary filtration, ultra low phosphorus removal or water reuse, Aqua-Aerobic has proven solutions that offer the lowest cost of ownership with life-time customer service.

MISSION

Make a Good Company a Great One!

STRATEGIC INTENT

To build Aqua-Aerobic Systems, Inc. into a global technology leader that provides water treatment solutions for aeration/mixing, biological processes, filtration, disinfection, and aftermarket sales and services. To grow our company through technological leadership and partnerships with our customers. To uphold the values that have been the key to the success of Aqua-Aerobic Systems, Inc.



James Horton
President & CEO



Kevin L. Heasley, E.I.T.
Vice President, Operations



Scott R. Willis
Vice President & Chief
Financial Officer



Joe Tardio
Vice President, Sales & Marketing



Mark Hughes, P.E.
Vice President, Technology

FACILITY / TEST FACILITY

125,000 square feet office and manufacturing (25% office space and 75% manufacturing space)

250,000 gallon (950 m³) test tank
55,000 gallon (209 m³) test tank

RESEARCH & TECHNOLOGY CENTER

Located at Four Rivers Sanitation Authority, this on-site research facility allows Aqua-Aerobic to conduct extensive research and testing on new products and process concepts.

ADVANCED PRIMARY FILTRATION

Designed to handle an average flow of 15 MGD and a peak flow of 30 MGD, our AquaPrime® Cloth Media Advanced Primary Filtration System is currently in operation at Four Rivers Sanitation Authority since 2024.

REPRESENTATION

150 Sales Representatives in the US, Canada, Mexico and throughout the world. Most are graduate engineers and have design capabilities.

MARKETS

85% United States, Canada, Virgin Islands
15% International

INSTALLATIONS

More than 10,000 installations worldwide

GENERAL INFORMATION

ENGINEERING & TECHNICAL EXPERTISE

Aqua-Aerobic Systems, Inc. has a full staff of process, mechanical and electrical engineers, product managers, R&D staff, customer service and field service specialists.

Total Employees	225 (Office and Manufacturing)	Aftermarket Service	1 Director 7 Support Personnel
Administration	9 Technical Managers & Officers		
Process Group	2 Vice Presidents	Operations	1 Vice President
Cloth Media Filtration	1 Product Manager 1 Product Specialist	Manufacturing	1 Manager 17 Shop Employees
Biological Processes	3 Product Managers 3 Senior Process Engineers	Project Management	1 Director 1 Senior Project Manager 9 Project Managers
Oxidation & Disinfection	1 Product Manager 1 Project Application Engineer	Research & Development	1 Director 1 Manager 5 Degreed Engineers/Support Personnel
Domestic Sales	4 Regional Managers	Engineering	1 Director 2 Managers 3 Supervisors 46 Degreed Engineers/Support Personnel
International Sales	1 International Business Director 1 Latin America Regional Manager		
Industrial Sales	1 Industrial Business Director		
Application Engineering	1 Manager 1 Supervisor 8 Project Application Engineers 1 Senior Application Engineer 9 Application Engineers		
Equipment & Services Group			
Aeration & Mixing	1 Product Manager 1 Application Engineer		
Customer Service/Field Service	1 Director 1 Manager 25 Field Service Technicians 5 Independent Service Providers 3 Partner Companies		

FINANCIAL INFORMATION

Aqua-Aerobic Systems, Inc. is a well financed company with sales exceeding \$100 Million. Aqua-Aerobic Systems, Inc. also has extensive bonding capabilities.

Primary Banking	BMO Harris Bank, Rockford, Illinois
Auditors	RSM McGladrey, Rockford, Illinois



COMPANY HISTORY

In 1919, Rockford, Illinois was a rapidly growing riverfront community. Race Street, in the center of town, was home to Solem Machine Company, a respected manufacturer of woodworking equipment. As the city grew and thrived, so did the company. In 1958, larger facilities were needed and the company moved to 6306 N. Alpine Road.

In 1964, a group of investors, including Aqua-Aerobic Systems, Inc. President, John D. Brubaker (retired), purchased this well established manufacturing firm. With an eye toward the future, these investors considered the changing market needs and began expanding the product line. Soon after, the company was positioned to meet the demands of a new and growing environmental industry. In 1969, Solem Machine Company purchased Aqua-Aerobic Systems and began manufacturing its own line of surface aerators, the Aqua-Jet®. The Aqua-Jet® aerator quickly revolutionized the aerator industry, which led to the company phasing out its other product lines and shifting its focus exclusively to wastewater treatment. In 1976, that commitment resulted in Solem Machine Company's decision to legally adopt the name Aqua-Aerobic Systems, Inc.

In 1989, an additional 35,000 square feet of office and manufacturing space was constructed to accommodate the company's rapid growth. Due to increased requests for Aqua's technical seminars and an increase in local business due to growth of the Chicago suburbs, Aqua-Aerobic once again expanded its facilities. In April 2005, another 25,000 square feet was added to the existing building for new, state-of-the-art seminar facilities, more meeting areas, a formal lunchroom, and new offices. The exterior of the new building is environmentally friendly, utilizing glass to promote natural heat and lighting. The existing building was renovated and included conversion of 4,800 square feet of office space into manufacturing space. Existing office areas were also remodeled to coincide with the interior of the new building. Construction was complete in Spring 2006 and included space for company growth. The new high-tech facilities allow Aqua-Aerobic to accommodate larger seminar audiences and to provide remote webcasts.

In 2016, Aqua-Aerobic Systems merged with Metawater Co., Ltd., (Tokyo, Japan) an international company and leading supplier of advanced water and wastewater solutions. Currently, Aqua-Aerobic employs approximately 200 persons in manufacturing, engineering, sales/marketing and administration. The company's product line includes: biological processes, aeration and mixing, cloth media filtration, membrane systems, PFAS solutions, oxidation and disinfection and process control and management.

The company's dedication to research and development ensure the availability of products to meet unique applications and changing requirements. Aqua-Aerobic has gained recognition for quality products. Our commitment to environmental preservation and product integrity ensures continued success well into the 21st century.

TRADEMARKS & PRODUCT LINE

PATENTS

Aqua-Aerobic Systems, Inc. holds 45 patents for processes and equipment used in wastewater treatment systems.

PRODUCTS AND SYSTEMS

Aeration & Mixing

Aqua-Jet® Surface Mechanical Aerator
Aqua-Jet II® Contained Flow Aerator
AquaDDM® Direct-drive Mixer
Endura® Series Limited Maintenance Product
OxyMix® Pure Oxygen Mixer
OxyStar® Aspirating Aerator
Fold-a-Float® Self-deploying Segmented Float
SAF-T Float® Safe Accessible Float Technology
TurboStar® Directional Mixer
DualStar™ Directional Mixer

Biological Processes

Aqua MixAir® Aeration System
AquaCAM-D® Combination Aerator/Mixer/Decanter
AquaSBR® Sequencing Batch Reactor
Aqua TruDense™ True Densified Sequencing Batch Reactor
AquaNereda® Aerobic Granular Sludge Technology
Aqua MSBR® Modified Sequencing Batch Reactor
AquaPASS® Phased Activated Sludge System
Aqua EnduraTube® Fine-bubble Tube Diffuser
Aqua EnduraDisc® Fine-bubble Disc Diffuser
Aqua CB-24® Coarse-bubble Diffuser
Aqua TruDense™ True Densified Sequencing Batch Reactor

Filtration

AquaDisk® Cloth Media Filter
AquaDiamond® Cloth Media Filter
AquaDrum® Cloth Media Filter
Aqua MiniDisk® Cloth Media Filter
Aqua MegaDisk® Cloth Media Filter
AquaPrime® Cloth Media Filter
AquaStorm® Cloth Media Filter
OptiComb® Backwash System
OptiFiber® Cloth Filtration Media
OptiFiber PES-13® Cloth Filtration Media
OptiFiber PA2-12® Cloth Filtration Media
OptiFiber PES-14® Cloth Filtration Media

TYPICAL INDUSTRIES SERVED

- Pulp & Paper
- Food/Dairy
- Beverage
- Chemical
- Petroleum/Petrochemical
- Textile
- Energy/Utility
- Pharmaceutical

Filtration (continued)

OptiFiber PF-14® Cloth Filtration Media
OptiFiber UFS-9® Cloth Filtration Media
AquaABF® Automatic Backwash Filter

PFAS Removal Solutions

AquaPRS™ PFAS Removal System
Aqua PR-206™ PFAS Removal Sorbent

Membranes

Aqua MultiBore® P-Series Polymeric Membrane System
Aqua MultiBore® C-Series Ceramic Membrane System
AquaMB Process® Multiple-Barrier Membrane System
Aqua-Aerobic® MBR Membrane Bioreactor System

Disinfection

Aqua ElectrOzone® F-Series Ozone Generator

Controls and Monitoring

IntelliPro® Monitoring and Control System



COMMUNITY INVOLVEMENT

Aqua-Aerobic Systems takes pride in its donations to over 100 organizations.

MEMBERSHIPS

American Association of Meat Processors (AAMP)
American Membrane Technology Association (AMTA)
American Society for Quality
American Water Works Association (AWWA)
Business for the Bay
Illinois Chamber of Commerce
Illinois Manufacturers' Association
International Association on Water Quality (IAWQ)
International Desalination Association (IDA)
International Ozone Association (IOA)
National Association of Manufacturers
National Association of Clean Water Agencies
Technical Association of Pulp & Paper Industry (TAPPI)
Water Environment Federation (WEF)
Water & Wastewater Equipment Manufacturers Association (WWEMA)
WaterReuse Association
Water Design-Build Council

RECOGNITIONS

Northern Illinois Business Hall of Fame
Exporter Continuing Excellence Award
Manufacturer of the Year Award from Rockford Chamber of Commerce
Special Congressional Recognition
WWEMA Diamond Award
Outstanding Corporation Award from the City of Rockford
Innovative Technology Award from WEF - 2008, 2011
Export Achievement Certificate from the U.S. Dept. of Commerce
Confluence Partnership Honors - Aqua-Rock Business Development Project (2018)

TRAINING AND EDUCATION

Structured training seminars are conducted by Aqua-Aerobic personnel monthly, April through September. More than 30 Consulting Engineers, Plant Operators, and Municipal Officials typically attend these training seminars each month to learn about Aqua-Aerobic equipment and systems. Aqua-Aerobic Systems' engineering staff attends company sponsored seminars and workshops relating to the wastewater industry.



OFFICERS

James Horton

President & CEO

M.S. degree in Civil Engineering/Queensland University of Technology, Australia. B.S. degree in Chemical / Environmental Engineering/University of Queensland, Australia. Domestic and International experience in wastewater engineering since 1996 including positions with consulting engineer and specialty wastewater contractor.

Kevin L. Heasley, E.I.T.

Vice President, Operations

B.S. degree in Structural Design & Construction Technology/Penn State University, Harrisburg, EIT/State of Pennsylvania. Experience in large underground piping systems and wastewater since 1984.

Scott Willis

Vice President & Chief Financial Officer

M.S. degree in Business Administration and B.S. degree in Accounting/Northern Illinois University, DeKalb, IL. AAS degree in Business/Rock Valley College, Rockford, IL.

Joe Tardio

Vice President, Sales & Marketing

M.S. degree in Environmental & Waste Management/Stony Brook University, Stony Brook, NY. B.A. degree in Biological Sciences & Chemistry/University of Delaware, Newark, DE. Experience in water/wastewater industry since 2006.

Mark Hughes, P.E.

Vice President, Technology

M.S. degree in Environmental and Water Resources Engineering/The University of Texas - Austin. B.S. degree in Civil Engineering/University of Iowa, Iowa City, IA. Experience in water/wastewater industry since 2008.

ADMINISTRATIVE MANAGERS

Pamela Appino, P.H.R.

Director of Human Resources

B.S. degree in Administration of Criminal Justice/Bradley University, Peoria, IL. P.H.R. Certification from HR Certification Institute. Human Resources experience since 1991.

PROCESS GROUP

PRODUCT MANAGEMENT

Manuel de los Santos

Product Manager - Biological Processes

M.S. degree in Sanitary and Environmental Engineering/Universidad de Cantabria, Spain. B.S. degree in Civil Engineering/Universidad Nacional Pedro Henriquez Ureña, Santo Domingo, DR. Experience in water/wastewater industry since 2000.

Thea Davis

Senior Process Engineer - Biological Processes

B.S. degree in Chemical Engineering and M.S. degree in Chemical Engineering/Illinois Institute of Technology, Chicago, IL. Water Innovation Research Intern at Current Innovation. Experience in water/wastewater industry since 2019.

Brett Quimby

Product Manager - AquaNereda®

B.A. degree in Japanese Language and Literature/University of Wisconsin, Madison, WI. Experience in water/wastewater industry since 2016.

Paula Dorn

Senior Process Engineer - AquaNereda®

M.S. degree in Environmental Engineering, B.S. degree in Civil Engineering/University of Illinois, Urbana-Champaign, IL. Experience in water/wastewater industry since 2018.

Vedansh Gupta

Product Manager - AquaPrime®/AquaStorm®

B.S. degree in Chemical Engineering/Malaviya National Institute of Technology, Jaipur, India. M.S. in Civil & Environmental Engineering/University of Utah, Salt Lake City, UT. Experience in water/wastewater industry since 2018.

Josh Gable

Product Manager - Filtration

M.S. degree in Civil & Environmental Engineering University of Wisconsin, Madison, B.S. degree in Biological Systems Engineering University of Wisconsin, Madison. Experience in water/wastewater industry since 2008.



EMPLOYEE PROFILES

PRODUCT MANAGEMENT (continued)

Kristy Chycota

Product Specialist - Filtration

B.S. degree in Paper Engineering - Environmental Processes/Western Michigan University, Kalamazoo, MI. 2 years experience in Product Management at Englewood and 4 years at Beloit Corporation as a process engineer. Experience in water/wastewater industry since 2019.

John Dyson

Product Manager - PFAS Solutions

B.S. degree in Chemistry/Longwood College, Farmville, VA. Experience in water/wastewater industry since 1991.

Dave Lamphere

Product Manager - Membranes

Bachelor's Degree in Mechanical Engineering and an executive MBA from Rochester Institute of Technology (R.I.T). Experience in water/wastewater industry since 2005.

Dave Holland

Senior Process Engineer

A.A.S. degree in Technical writing/Rock Valley College, Rockford, IL. Experience in water/wastewater industry since 1979.

Yuichiro Shinoda

Product Manager - Oxidation & Disinfection

M.S. degree in Materials Science and Engineering, Yokohama National University, B.S. degree in Materials Science and Engineering, Yokohama National University. Experience in the water/wastewater industry in Japan and North America since 2001.

MARKETING

Cheryl Kunz

Director of Marketing

B.A. degree in Business Management/Ashford University, Clinton, IA. Experience in water/wastewater industry and marketing since 1989.

APPLICATION ENGINEERING

Tamera Knapp

Application Engineering Manager

B.S. degree in Environmental Engineering/Michigan Technological University. B.S. degree in Environmental Liberal Arts/Northland College, Ashland, WI. Experience in water/wastewater industry since 2004.

Angelica Davila, E.I.T.

Application Engineering Supervisor

B.S. degree in Environmental Engineering/University of Central Florida. Experience in water/wastewater industry since 2013.

Tatiana Mazzei

Senior Project Application Engineer

M.S. degree in Engineering and minor in Production Engineering/University of Wisconsin-Milwaukee, WI. B.S. degree in Chemical Engineering/Universidad Metropolitana, Caracas, Venezuela Experience in water/wastewater industry since 2007.

Rungrod Jittawattanasat, Ph.D.

Project Application Engineer

Ph.D. degree in Civil Engineering/Polytechnic Institute of New York University. M.S. degree in Water and Wastewater Engineering/ Asia Institute of Technology, Thailand. B.S. degree in Environmental Engineering/Chiang-Mai University, Thailand. Experience in water/wastewater industry since 1990.

Harrison DeBruiler

Project Application Engineer

B.S. degree in Mechanical Engineering/University of Alabama, Tuscaloosa, AL. Experience in water/wastewater industry since 2021.

Nicholas Fortsas, E.I.T.

Project Application Engineer

B.S. degree in Chemical Engineering/University of Illinois at Urbana-Champaign, Champaign, IL. Experience in water/wastewater industry since 2019.

Mitchell McMahon

Project Application Engineer - Ozone

B.A. degree in Mechanical Engineering/Northern Illinois University. Experience in water/wastewater industry since 2022.



EMPLOYEE PROFILES

APPLICATION ENGINEERING (continued)

Bryce Hatfield

Project Application Engineer

B.S. in Chemical Engineering at Rose-Hulman Institute of Technology. Experience in water/wastewater industry since 2022.

Natalie Watson

Project Application Engineer

B.S. degree in Chemical Engineering/University of Minnesota-Duluth. Experience in water/wastewater industry since 2023.

Nick Schiavo

Project Application Engineer

B.S. degree in Chemical Engineering/Michigan Technological University. Experience in water/wastewater industry since 2023.

Michael McKenna

Senior Application Engineer

B.S. Degree in Chemical Engineering from Queens University, Belfast, Northern Ireland, and Experience in the water/wastewater industry since 2014.

Xu Ye, E.I.T.

Application Engineer

M.S. degree in Environmental Engineering/University of Wisconsin, Madison, WI. B.S. degree in Chemistry/Texas A&M University, College Station, TX. Experience in water/wastewater industry since 2016.

Takuya Sakomoto

Application Engineer

M.S. degree in Civil Engineering/Tottori University, Japan. Experience in water/wastewater industry since 2020.

Brian Huyge

Application Engineer

B.S. degree in Chemical Engineering/Rose-Hulman Institute of Technology. Experience in water/wastewater industry since 2023.

Kenta Cojerian

Application Engineer

B.S. degree in Chemical Engineering/University of Wisconsin-Madison. Experience in water/wastewater industry since 2023.

Faten Hussein, Ph.D.

Application Engineer

Ph.D degree in Civil/Environmental Engineering/ Marquette University, Milwaukee, WI, M.S degree in Materials Engineering/University of Wisconsin-Milwaukee, B.S. degree in Chemical Engineering/ University of Jordan. Experience in water/wastewater industry since 2017.

Kayla Stevens

Application Engineer

B.S. degree in Chemical Engineering/Ohio State University - Columbus. Experience in water/wastewater industry since 2024.

Meera Manoharan, E.I.T.

Application Engineer

B.S. degree in Biological Systems Engineering/ University of Wisconsin-Madison. Experience in water/wastewater industry since 2024.

Noor Guron

Application Engineer

B.S. degree in Chemical Engineering/University of Michigan. Experience in water/wastewater industry since 2024.

Richard Santos

Application Engineer

B.S. degree in Chemical and Biomolecular Engineering/ Milwaukee School of Engineering, Milwaukee, WI. Experience in water/wastewater industry since 2024.

REGIONAL MANAGERS

Scott Kelly

Regional Sales Manager, West

B.S. degree in Chemical Engineering and Petroleum Refining/Colorado School of Mines, Golden, CO. Experience in water/wastewater industry since 1991.

Jamey Steffen, P.E., BCEE

Regional Sales Manager, Southeast

M.S. degree in Civil/Environmental Engineering University of Iowa. Experience in water/wastewater industry since 2000.



EMPLOYEE PROFILES

REGIONAL MANAGERS (continued)

Michael Brown

Regional Sales Manager, Northeast

B.A. degree in Professional Writing Kutztown University, Kutztown, PA. Experience in water/wastewater industry since 2005.

Steve Stanish

Regional Sales Manager, Midwest

B.A. degree in Business Administration/Washington & Jefferson College, Washington, PA. Experience in water/wastewater industry since 1996.

Dave Fisher, P.E., MBA

Director of International Business/Canadian Business

B.S. degree in Civil Engineering and M.B. in Business Administration/Brigham Young University. Experience in water/wastewater industry since 1991.

Tatiana Mazzei

Regional Manager - Latin America

M.S. degree in Engineering and minor in Production Engineering/University of Wisconsin-Milwaukee, WI. B.S. degree in Chemical Engineering/Universidad Metropolitana, Caracas, Venezuela. Experience in water/wastewater industry since 2007.

OPERATIONS GROUP

Kevin L. Heasley, E.I.T.

Vice President, Operations

B.S. degree in Structural Design & Construction Technology/Penn State University, Harrisburg, EIT/State of Pennsylvania. Experience in large underground piping systems and water/wastewater industry since 1984.

PROJECT MANAGEMENT

Blake Hoffmann

Director, Project Management

B.S. degree in Business Management and Marketing/Edgewood College, Madison, WI. B.S. degree in Mechanical Engineering/University of Wisconsin-Platteville, WI. Experience in water/wastewater industry since 2018.

Shawn Butterfield

Project Manager

A.A.S. degree in Science Engineering (Electronic/Electrical Drafting)/Wisconsin School of Electronics (now Herzing University). Experience in water/wastewater industry since 2018.

Tom Fenton

Senior Project Manager

A.A.S. degree in Civil Engineering/Williamsport College, Williamsport, PA. Experience in Project Management (including Accounting, Field Service, and Manufacturing) since 1994.

Traci Kreitzman

Project Manager

Attended Marquette University. Experience in Supply Chain and New Product Development since 1998.

Stephen Yalung

Project Manager

A.A.S. degree in Design and Drafting/Illinois Valley Community College, Oglesby, IL. Experience in water/wastewater industry since 2019.

Jeff Alaniz

Project Manager

B.S. degree in Business Management/Saint Leo University, FL.

Jim Evans

Project Manager

B.S. degree in Marketing/Illinois State University. Experience in customer service since 1992.

Mike Swartz

Project Manager

B.A. degree in Business Management/Rockford University, Rockford, IL. Experience in customer service since 2015.

RESEARCH & DEVELOPMENT

Terrence Reid, P.E.

Director of Research & Development

M.S. degree in Product Design and Development/Northwestern University, Evanston, IL. B.S. degree in Civil & Environmental Engineering/University of Wisconsin-Madison, WI. Experience in water/wastewater industry since 1989.



EMPLOYEE PROFILES

RESEARCH & DEVELOPMENT (continued)

Joe Campanaro

Senior R&D Engineer

M.S. degree in Environmental Engineering/New York University, New York, NY. B.S. degree in Biology/Stony Brook University, Stony Brook, NY.

Darryl Gravagno

Senior Research & Development Engineer

B.S. degree in Environmental Engineering/University of Wisconsin, Platteville, WI. A.A.S. degree in Science, Rock Valley College, Rockford, IL. Experience in water/wastewater industry since 2015.

Chris Kurshinsky

Research & Development Technical Systems Supervisor
Experience with product development since 1995.

Engineering Supervisor R&C Test Lab from 2010-2017 and named as inventor of several patents. Experience as Technical Center Supervisor in the automotive industry 1995-2010. Experience in water/wastewater industry since 2017.

Christopher Roegner

Research & Development Engineer

B.S. degree in Chemical Engineering/Iowa State University, Ames, IA.

ENGINEERING

Robert Wiegand

Engineering Director

M.B.A. degree/University of Wisconsin-Madison. B.S. degree in Electrical Engineering Technology/Bradley University, Peoria, IL. 10+ years experience in paper industry with Beloit Corp. Experience in water/wastewater industry since 2000.

ELECTRICAL STANDARDS

Gerald Schneider, P.E.

Electrical Standards Supervisor

B.S. degree in Electrical Engineering/University of Wisconsin, Madison, WI. Experience in water/wastewater industry since 1989.

Mike Hevey

Senior Electrical Engineer

A.A.S. degree in Electromechanical Technology/Chippewa Valley Technical College, Eau Claire, WI. 16+ years electrical controls engineering experience including control system and software validation and design, development and implementation of systems incorporating PLC, HMI, SCADA, hardware design, power distribution and MCC specification.

Aaron Halloway

Senior Electrical Designer

B.A. degrees in Physics and Mathematics/University of Wisconsin-Whitewater. Experience in electrical design since 2017.

Junji Sakashita

Services & Electrical Engineer

Attended the Hiroshima Institute of Technology, Hiroshima, Japan. Experience in the wastewater treatment industry, specifically Ozone, since 2011 at Fuji Electric Corp. of America/Metawater USA.

ELECTRICAL CONTRACT

Mondi Anderson

Controls Engineer

B.S. degree in Computer Science/Neumont University, Salt Lake City, UT. Experience in water/wastewater industry since 1998.

Brian Pass

Electrical Design Engineer

A.A.S. degree in Electrical/Electronic Drafting/Herzing Institute of Technology, Madison, WI. Experience in water/wastewater industry since 2000.

Jeff Johnson

Electrical Design Supervisor

M.B.A. degree and B.S. degree in Electrical Engineering Technology/Northern Illinois University, DeKalb, IL. Experience in electrical engineering since 2003.

Kent Campbell

Senior Electrical Engineer

Degree in Engineering Electronic Technician/Radio College of Canada (RCC), Toronto, Canada. Experience in water/wastewater industry since 2019.



EMPLOYEE PROFILES

ELECTRICAL CONTRACT (continued)

Dave Johnson

Senior Electrical Engineer

B.S. degree in Electrical Engineering/Milwaukee School of Engineering, Milwaukee, WI. Experience in water/wastewater industry since 2000.

Jeremy Try

Senior Electrical Engineer

B.S. degree in Electrical Engineering/Southern Illinois University, Carbondale, IL. A.A.S. degree in Engineering/Rock Valley College, Rockford, IL. Experience in engineering since 1983.

Micah Carlson

Electrical Engineer

B.S. degree in Computer Science/Mathematics/Olivet Nazarene University, Bourbonnais, IL. Experience in water/wastewater since 2024.

Brad Christian

Senior Electrical Engineer

A.A.S degree Robotics/ Automation Technology, Indian Hills community College, Ottumwa, IA.

Bill Douglas

Electrical Designer

B.S. degree in Electrical Engineering/University of Wisconsin-Platteville. A.A.S. degree in Mathematics and Science/University of Wisconsin at Rock County. A.S. degree in Electronic/Electrical Drafting/Wisconsin School of Electronics. Experience in electrical engineering since 2003.

Chris Guntermann

Electrical Designer

Experience in wastewater/water industry since 2022.

Samuel Costa

Electrical Designer

Experience in mechanical engineering since 2022 and water/wastewater since 2025.

Connor Johnson

Electrical Engineer

B.S. degree in Computer and Electrical Engineering/University of Wisconsin-Stout. Experience in electrical engineering since 2022.

Deborah Lewis

Electrical Designer

Experience in water/wastewater industry since 2021.

Nishant Patel

Electrical Engineer

B.S. degree in Computer Engineering/University of Illinois-Chicago (UIC), Chicago, IL. Experience in water/wastewater since 2024.

Aidan Morrison

Electrical Engineer

B.S. degree in Computer Science/Western Governors University, Milcreek, UT. A.A.S./Rock Valley College, Rockford, IL. Experience in control system engineering since 2023, water/wastewater since 2024.

Edi Schardl

Electrical Engineer

B.A. degree in Business Administration/SFB Rapperswil, Switzerland. B.S. degree in Electrical Engineering/Juventus Engineering School Zürich, Switzerland. Experience in programming and engineering since 1985.

Leeroy Majewicz

Electrical Engineer

A.A.S. degree in Maintenance Technology/Elgin Community College, Elgin, IL. Experience in water/wastewater industry since 2021.

Daniel Rodriguez

Electrical Engineer

B.S. degree in Mechatronics Engineering/Northern Illinois University, Dekalb, IL. Experience in water/wastewater industry since 2025.

MECHANICAL STANDARDS

David Smith

Mechanical Engineering Manager

B.S. degree in Mechanical Engineering/University of Wisconsin-Madison. Experience in wastewater since 2000. Experience in mechanical design engineering and development since 1986, including 4 years at Beloit Corporation. Received patents for tissue machine equipment.

Devon Bockhop

Senior Mechanical Designer

A.A.S. degree in Drafting and Design/Morrison Institute of Technology, Morrison, IL. Experience in water/wastewater industry since 2019.



EMPLOYEE PROFILES

MECHANICAL STANDARDS (continued)

Marcus Ippolito

Mechanical Designer

Experience in machine tool technologies since 2021 and manufacture engineering since 2024.

Ethan Wicks

Mechanical Engineer

B.S. degree in Biomedical Engineering/University of Iowa, Iowa City, IA. Experience in mechanical engineering since 2021. Experience in water/wastewater industry since 2025.

Noah Dellamater

Mechanical Engineer

B.S. degree in Mechanical Engineering/Olivet Nazarene University, Bourbonnais, IL. Experience in water/wastewater industry since 2019.

Mike Schmitz

Principal Engineer

B.S. degree in Mechanical Engineering/University of Wisconsin, Milwaukee, WI. Experience in water/wastewater industry since 2008.

Brant Uppenkamp

Mechanical Designer

A.A.S. degree in Mechanical Design/Blackhawk Technical College. A.A.S. degree in Architectural Design/Milwaukee Area Technical College. Experience in water/wastewater industry since 2012.

Edward Wright

Manufacturing Support Engineer

B.S. degree in Mechanical Engineering/University of Houston, Houston, TX. Experience in mechanical engineering since 2016, water/wastewater since 2024.

MECHANICAL CONTRACT

Dan Durdan

Manager, Contract Engineering & Estimating

A.A.S. degree in Mechanical Engineering/IL Valley Community College, Oglesby, IL. Experience in water/wastewater industry since 2005.

Tim Austin

Senior Mechanical Designer

A.A.S. degree in Computer Aided Mechanical Design/Rock Valley College, Rockford, IL. Experience in design engineering since 1997.

Beth Bahr

Senior Mechanical Designer

A.A.S. degree in Mechanical Engineering/Blackhawk Technical College, Janesville, WI. Experience in water/wastewater industry since 2001.

Chris Carlson

Design Engineer

A.A.S. degree in Engineering Technology-Design and Drafting/Morrison Institute of Technology, Morrison, IL. Experience in water/wastewater industry since 2007.

Scott Howarth

Senior Mechanical Designer

A.A.S. degree in Mechanical Drafting/Morrison Institute of Technology, Morrison, IL. Drafting experience since 2002.

Nate Haug

Senior Mechanical Engineer

B.S. Manufacturing Engineering Technology/Northern Illinois University, DeKalb, IL. Experience in mechanical engineering since 2012, water/wastewater since 2024.

Thomas Kubalewski

Mechanical Engineer

B.S. degree in Mechanical Engineering/Northern Illinois University, DeKalb, IL. Experience in design engineering and manufacturing design since 2007.

Troy Lieb

Mechanical Designer

A.A.S. degrees in Mechanical Engineering Technology and Mechanical Design/Highland Community College, Freeport, IL. Experience in mechanical design since 2006.

Matthew Martineau

Mechanical Designer

M.S. degree in Engineering Technology/Purdue University, West Lafayette, IN. B.S. degree in Applied Manufacturing Technology/Northern Illinois University, DeKalb, IL. A.A.S. degree in Manufacturing Engineering Technology/Rock Valley College, Rockford, IL. A.O.S. degree in Computer-Aided Drafting/Hamilton Technical College, Davenport, IA. Experience in mechanical design since 2007. Experience in water/wastewater industry since 2022.

Mike Fritze

Mechanical Designer

Experience in water/wastewater industry since 2025.



EMPLOYEE PROFILES

MECHANICAL CONTRACT (continued)

Joseph Massari

Design Engineer

A.A.S. degree in Machine Design Technology/Rock Valley College, Rockford, IL. Mechanical and design experience since 1979. Experience in water/wastewater industry since 2002.

Alex Neisewander

Mechanical Designer

Experience in mechanical design since 2017. Experience in water/wastewater industry since 2023.

Joe Wakefield

Mechanical Designer

B.S. degree in Mechanical Engineering/Michigan Technological University, Houghton, MI. Experience in mechanical design since 1993.

Ray Watkins

Mechanical Designer

A.A.S. degrees for Mechanical Design and Industrial Design Technician/Blackhawk Technical College, Janesville, WI. Experience in mechanical design since 2005.

Bryce Worley

Mechanical Designer

Attended ITT Tech-online. Attended Morrison Institute of Technology, Morrison, IL. Experience in water/wastewater industry since 2021.

ESTIMATING

Ali Groen

Cost Estimating Supervisor

A.A.S. degree in Construction Technology/Morrison Institute of Technology, Morrison, IL. Experience in water/wastewater industry since 2008.

Zach Dal Pra

Design Analyst

B.S. degree in Mechanical Engineering/Michigan Technological University, Houghton, MI. Experience in water/wastewater industry since 2023.

Jay Jochheim

Design Analyst

B.S. Mechanical Engineering/Rose-Hulman Inst. of Technology, Terre Haute, IN. Experience in water/wastewater since 2024.

Josh Layman

Design Analyst

A.A.S. Mechanical Engineering & Industrial Design Certificate/Oakton Community College, Des Plaines, IL. A.A.S. Electronics Communication and Engineering/ITT Technical Institute, Experience in water/wastewater since 2024.

Scott Tripp

Senior Design Analyst

Experience in Engineering since 1989. Experience in water/wastewater industry since 1995.

EQUIPMENT AND SERVICES GROUP

AERATION & MIXING

Loryn Martin

Product Manager - Aeration & Mixing Technologies

M.B.A. degree in Business Administration/University of Phoenix, Phoenix, AZ. B.A. degree in Communication with emphasis on Public Speaking/ Loyola University, Chicago, IL. A.A.S. degree/Rock Valley College, Rockford, IL. Experience in water/wastewater industry since 2013.

Zachery Swanson

Application Engineer

B.S. degree in Mechanical Engineering/Northern Illinois University, DeKalb, IL. Experience in water/wastewater industry since 2023.

CUSTOMER SERVICE

Stephanie Duchow

Director of Customer Service

A.S. degree of Rock Valley College. Experience in aftermarket and manufacturing customer service since 2014 including parts, service, repairs and retrofits.

Tyrone Pratt

Customer Service Manager

B.S. degree in Marketing/Southern Illinois University, Carbondale, IL. Experience in Field Service / Journeyman Electrician for industrial, commercial and residential since 1987.

Evan Price

Customer Service Process Specialist

M.S. degree and B.S. degree in Biological Systems Engineering/University of Wisconsin-Madison, WI. Experience in water/wastewater industry since 2018.



EMPLOYEE PROFILES

CUSTOMER SERVICE (continued)

Michael Spragg

Technical Support Specialist

Experience with submarine maintenance for 20 years in the Navy. Experience as a Field Service Engineer for 13 years. Experience in water/wastewater industry since 2019.

Dean Woyak

Customer Service Process Specialist

B.S. degree in Water Resources/University of Wisconsin-Stevens Point. Experience in water/wastewater industry since 1994.

FIELD SERVICE

Curt Larson

Senior Field Service Specialist

Experience in water/wastewater industry since 2003.

Benjamin Morton

Senior Field Service Specialist

PA DEP Wastewater Certificate. Experience in water/wastewater industry since 1998.

Tom Mowery

Senior Field Service Specialist

Experience in water/wastewater industry since 1996.

John Edelen

Field Service Specialist

B.S. degree in Science & Business Administration/University of Central Florida, Orlando, FL. Experience in Field Service since 1998.

Tony Smith

Senior Field Service Specialist

A.A.S. degree in Electronics Engineering Technology/ITT Technical Institute, Norwood, OH. Experience in water/wastewater industry since 2003.

Mike Rushing

Field Service Specialist

B.S. degree in Biology/University of North Texas, Denton, TX. Experience in water/wastewater industry since 1999.

Edward Sanchez

Field Service Specialist

Certified in Mechanical Technology. Experience in field service since 2000.

Anthony Hart

Field Service Specialist

Certified in Industrial Electrical. Experience in field service since 2019.

Aridane Rodriguez

Field Service Specialist

A.A.S. degrees in Graphic Design and Industrial Controls and Robotics/Dunwoody College of Technology. Experience in field service since 2018.

Camilo Rodriguez

Field Service Specialist

A.S. degree in Specialized Technology, Maintenance Electricity and Construction Technology/Triangle Tech Bethlehem, PA. Experience in field service since 2018.

Jackson Blacketer

Field Service Specialist

A.A.S. degree in Instrumentation and Computerized Control Systems/Texas State Technical College, Waco, TX. Experience in electronics technology since 2015.

Jeff Wheaton III

Field Service Specialist

A.A.S. degree in Applied Science/ITT Technical Institute, Houston, TX. Experience in Field Service since 2014.

Christopher White

Field Service Specialist

Experience in water/wastewater industry since 2020.

Raymond Ayala

Field Service Specialist

A.S. degree in Electronics. Experience in mechanical and electronic repair since 2003

Joshua Frieze

Field Service Specialist

B.S. degree in Electronics Engineering Technology. Experience in field service since 2007 and in water/wastewater industry since 2018.

Richard Rutherford

Field Service Specialist

Experience in field service for electrical and mechanical systems since 2005.

Ryan Maldonado

Field Service Specialist

Experience in field service in water/wastewater industry since 2014.



EMPLOYEE PROFILES

FIELD SERVICE (continued)

Carey Hampton

Field Service Specialist

Experience in electrical, mechanical and equipment repair since 2003 and water/wastewater industry experience since 2022.

Cristen Jones

Field Service Specialist

Experience in water/wastewater industry since 2021.

AFTERMARKET SERVICES

Paul Klebs

Director, Aftermarket Sales

B.S. degree in Chemistry/University of Wisconsin-Madison, WI. Graduate coursework in Environmental Studies/University of Wisconsin-Green Bay, WI. Certified operator in the state of Wisconsin. Experience in water/wastewater industry since 1992.

Tim Lamont

Senior Aftermarket Sales Representative

B.S. degree in Geology/University of Illinois, Urbana-Champaign, IL. Experience in Sales and Customer Service since 2000. 5 years experience with retail and manufacturing in the electrical industry.

Michaela Villarreal

Senior Aftermarket Sales Representative

B.A. degree in Business Administration from Ashford University. Experience in Sales and Customer Service since 2010. Experience in Water and Wastewater Sales and Customer Service since 2018.

Denise Boehm

Aftermarket Sales Representative

Experience in Customer Service in HVAC, packaging and processing equipment and wastewater since 2000.

Jeff Ogle

Aftermarket External Sales Representative

B.S. degree from Western Illinois University, M.B.A. degree from Keller Graduate School of Management. Experience in water treatment industry, including operations, sales and management since 1991.

Leann Torrisi

Administration Assistant for Aftermarket Sales

Experience in administrative assistance since 2004.

Denise Uchacz

Aftermarket Sales Representative

Associates in Arts degree. Experience in water/wastewater industry since 2015 with previous experience in inside sales and customer service.



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

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AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

AquaDisk® Cloth Media Filter **Unique Qualifications and Key Features**

Aqua-Aerobic Systems is recognized as the world leader in cloth media filtration technology proven by our experience of more than 1,400 cloth media installations worldwide with over 3,000 filter units designed to handle a wide range of flows. We pride ourselves in offering a systems-based solution to each project and outstanding service and support after installation. Aqua-Aerobic Systems' success is justified by our reliable designs, application expertise, quality manufacturing and ongoing research and development. We pledge to continue to partner with our customers, providing solutions with innovative and proven technologies such as the AquaDisk® Cloth Media Filter.

Key features and benefits of AquaDisk cloth media filters are highlighted below.

AquaDisk filters use OptiFiber® cloth filtration media. This pile cloth filtration media is designed by Aqua-Aerobic Systems for optimal solids removal in wastewater applications. Based on over 25 years of media development, Aqua-Aerobic Systems knows that it is relatively easy to develop a media that removes particles, but incredibly difficult to have a media that backwashes well and lasts over time. Figure 1 shows a display at the Aqua-Aerobic Systems Research and Technology Center regarding the development of pile cloth filtration media. The left side of this board shows the seven media options that have made it through Aqua-Aerobic Systems testing. The right side of this board shows approximately 60 of the hundreds of options that did not make it through the rigorous test process that Aqua-Aerobic Systems uses to test new media options before releasing to customers. The most common reason why media does not make it through testing is that it does not backwash effectively over time.

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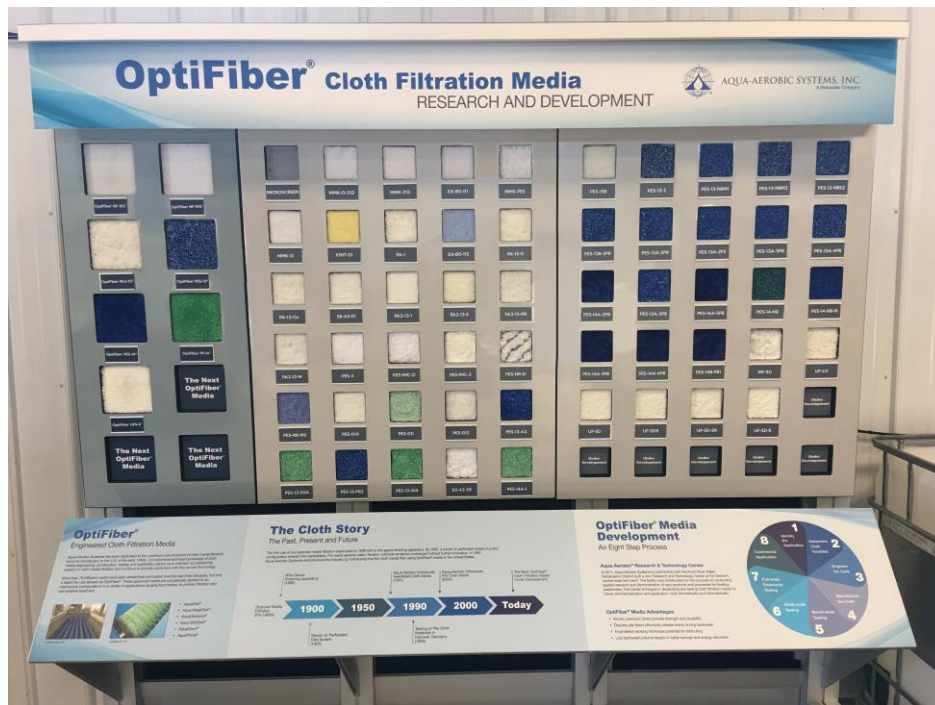


Figure 1: OptiFiber Pile Cloth Filtration Media Development Display at Aqua-Aerobic Systems Research and Technology Center

All OptiFiber pile cloth media options have 3-5 mm of active filter depth. This media depth allows the filter to store solids within the cloth providing a solids loading rate up to 3.25 lbs TSS/ft²/day. This solids loading rate is superior to other filtration technologies available in the market. The backwash rate for cloth media filters is 1-3% of throughput under normal operational conditions. Depth filtration also provides significant removal of particles much smaller than the nominal rating.

The unique vertical configuration of AquaDisk filters results in footprint reduction. This translates into smaller filter building requirements, providing cost savings especially for environments where freezing is a concern.

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AquaDisk Cloth Media Filter Unique Qualifications and Key Features

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AquaDisk filters are unique in that the vertical configuration and outside-in flow pattern allow heavier solids to settle to the bottom of the filter tank. This attribute inhibits heavier solids from contacting the pile cloth media which results in power savings and prolongs media life expectancy due to minimized on demand backwashing. In addition, the outside-in flow pattern of AquaDisk filters allows filtration to continue during plant upsets. This feature is particularly critical when extreme upstream upset conditions occur that surpass the media hydraulic / solids loading rate.

AquaDisk filters' backwash system is composed of two backwash suction shoes that contact the media creating a high pressure vacuum. The vacuum pressure provided by the backwash pumps causes the pile cloth fibers to extend to their natural state through the opening in the backwash shoe to enhance the cleaning action. This configuration maximizes solids removal and allows visual inspection from the top of the basin without the concern of a high pressure spray to escape by splashing out of the basin. Direct contact of the backwash shoes to the media ensures effective media cleaning, as well as preventing unfiltered water from entering the backwash system, which unnecessarily increases total backwash volume. The backwash shoes are connected to a pump that can be sized to meet a specific discharge head without the need of adding a sump with additional pumps to direct the backwash to a specific discharge point.

AquaDisk filters utilize a PLC based control system that allows easy interface communication over a network to access data – trending, etc., and provides increased value to the operator. Hand switches are also provided for manual operation.

AquaDisk filter media is available for overnight delivery and does not require special tools for field installation. The media is light weight, easily accessible and replacement is a one man job. The pile cloth media utilized in AquaDisk filters typically operates for 7-10 years without replacement.

Aqua-Aerobic Systems offers support of our AquaDisk filters in a number of ways. We offer process assistance, either onsite or by phone. Clients take comfort in knowing that Aqua-Aerobic Systems is available 24 hours a day, 7 days a week, and 365 days a year, for the life of their wastewater treatment system. Plant welfare is important and Aqua-Aerobic Systems' Customer Response Center guarantees the service required to maintain plants.

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AquaDisk Cloth Media Filter Unique Qualifications and Key Features

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AquaDisk filters offer equivalent or better filtration performance than any other tertiary filter available on the market today. This has been independently verified in successful Title 22 testing for the state of California, countless side by side pilot studies and hundreds of AquaDisk filters in operation throughout North America and the rest of the world. Aqua-Aerobic Systems has over 40 years of experience in filtration of secondary wastewater effluent and over 20 years of experience in wastewater filtration utilizing cloth media, making Aqua-Aerobic Systems the leader in cloth media filtration technology.

The features of AquaDisk cloth media filters mentioned above including small footprint, high solids loading rate, low backwash rate, PLC control system, simple maintenance, and years of experience with cloth media filtration technology, enable Aqua-Aerobic Systems to provide long lasting products fully assuring reliable, quality effluent and lowest cost of ownership.

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AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Equipment List: 173777

TO: City of Riverbank
6707 Third Street
Riverbank
CA 95367
USA

PROJECT: RIVERBANK CA

BID DATE: May 5, 2025

DATE: May 1, 2025

ATN: Cody Bridgewater

CC: Aqua-Aerobic Systems, Inc.
Scott Kelly / SKelly@aqua-aerobic.com

MISCOwater North / ph#: 925-225-1900 / fx#: N/A
Brandon Olson

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of the proposal date, prices and terms on equipment listed below.
- Equipment will be furnished by Aqua-Aerobic Systems with unloading of goods, civil work, and installation by the Buyer.
- Reference: Specification Section 46 61 44 Cloth Media Filtration System

Cloth Media Filters

AquaDisk Tanks/Basins

2 AquaDisk Model # ADFSC-54x6/4E-PC Concrete Filter Basin Accessories consisting of:

- Concrete basin(s) (by others).
- Overall footprint will be dependent on influent, effluent, and overflow chamber configurations.
- 316 stainless steel support brackets.
- 316 stainless steel effluent seal plate weldment(s).
- Stainless steel anchors.
- 3" wafer style butterfly valve(s) with lever operator as manufacturer by Nibco or equal.

2 Influent Weir Installation(s) consisting of:

- 316 stainless steel influent weir / flow separation baffle(s).
- Stainless steel anchors.

2 Overflow Weir Installation(s) consisting of:

- 316 stainless steel overflow weir(s).
- Stainless steel anchors.

AquaDisk Centertube Assemblies

2 Centertube(s) consisting of:

- 316 stainless steel centertube weldment(s).
- U.H.M.W. polyethylene multi segment driven sprocket(s).
- Dual wheel assembly(ies).
- Rider wheel bracket assembly(ies).
- 316 stainless steel centertube support beam(s).
- Centertube bearing kit(s).
- Viton V-ring effluent port/centertube seal(s).
- Pile cloth media and non-corrosive support frame assemblies.



- Disk segment 316 stainless steel support rods.
- Media sealing gaskets.
- 316 stainless steel centertube port covers.
- Centertube port gaskets.

2 Cloth set(s) will have the following feature:

- Cloth will be chlorine resistant.

AquaDisk Drive Assemblies

2 Drive System(s) consisting of:

- Gearbox(es) with three phase 1/2 HP drive motor(s).
- IEEE 112 Motor test.
- Nylon drive sprocket(s).
- Acetal drive chain(s) with 316 stainless steel link pins.
- Stationary drive bracket weldment(s).
- Adjustable drive bracket weldment(s).
- Stainless steel anchors.
- Chain guard weldment(s).
- Warning label(s).

AquaDisk Backwash/Sludge Assemblies

2 Backwash System(s) consisting of:

- 316 stainless steel backwash shoe weldments.
- UHMW polyethylene backwash shoe nozzle plates.
- 316 stainless steel backwash shoe support weldment(s).
- 1 1/2" flexible hose.
- Stainless steel backwash shoe springs.
- Stainless steel hose clamps.
- 316 stainless steel backwash collection manifold(s).
- 316 stainless steel union(s).
- 316 stainless steel threaded pipe cap(s).
- 316 stainless steel backwash floor plate(s).
- PVC solids manifold installation(s).

2 Backwash/Solids Waste Pump(s) consisting of:

- Gorman Rupp model 12B20-B, 2HP, premium efficient, 3 phase externally mounted centrifugal backwash/waste pump(s).
- IEEE 112 Motor test.
- Painted steel backwash pump stand(s).
- Stainless steel anchors.
- 0 to 15 psi pressure gauge(s).
- Bronze throttling gate valve(s).
- 3" threaded brass ball valve(s).

AquaDisk Instrumentation

2 Pressure Transducer Assembly(ies) each consisting of:

- 316 stainless steel mounting bracket weldment(s).
- 316 stainless steel transducer pipe weldment(s).
- Pressure transducer(s).
- Stainless steel anchors.
- Nylon electrical cable tie wrap(s).

2 Vacuum Gauge with Transmitter(s) consisting of:

- 0 to 30 inches mercury vacuum gauge(s).
- Vacuum transmitter(s).

- 1/4" Threaded bronze ball valve.

2 Float Switch(es) consisting of:

- 316 stainless steel float switch mounting bracket(s).
- Float switch(es).
- Stainless steel anchor(s).

2 Turbidity Meter Assembly(ies) consisting of:

- Turbidity sensor(s).
- Hach SC4500 controller and display module(s).
- Calibration start-up kit(s).
- Turbidity mounting plate(s).
- Sensor feed pump(s)

AquaDisk Valves

2 Set(s) of Backwash Valves consisting of:

- 2" full port, two piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be TCI / RCI (RCI, a division of Rotork).

2 Solids Waste Valve(s) consisting of:

- 2" full port, two piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be TCI / RCI (RCI, a division of Rotork).

AquaDisk Misc/Spare Parts

1 Lot of Recommended Spare Parts consisting of:

- Pile cloth media and non-corrosive support frame assemblies.
- Viton V-ring effluent port/centertube seal(s).
- 2" full port, two piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be TCI / RCI (RCI, a division of Rotork).
- Gorman Rupp model 12B20-B, 2HP, premium efficient, 3 phase externally mounted centrifugal backwash/waste pump(s).
- Rebuild kit for Gorman Rupp model 12B20-B to contain the following:
 - (1) Impeller
 - (1) Seal assembly
 - (2) Ball bearing
 - (1) Bearing shim set
 - (2) Oil seal
 - (1) Shaft key
 - (1) Impeller shaft
 - (1) Bearing retaining O-Ring
 - (1) Slinger ring
 - (1) Volute HSG gasket
 - (1) Cover plate gasket
 - (1) Oil seal
- Compactlogix Processor.
- Power supply(s).
- Input card(s).
- Output card(s).
- Analog input card(s).
- Power supply(s).
- Hubbell Cat 6 Ethernet Cable.
- Surge protector and transient eliminator.
- Ethernet surge protector(s).



AquaDisk Controls w/Starters

2 Control Panel(s) consisting of:

- Nema 4X 316 stainless steel enclosure(s)
- Dead Front design
- Stainless steel mounting shelf weldment(s)
- Internal control panel light(s)
- Local control station(s) with H-O-A switch in a NEMA 4X enclosure
- Air conditioner(s)
- Control panel sun shield
- Panel heater
- Transient eliminator
- Surge protector and transient eliminator
- Circuit breaker with handle
- 2 KVA Transformer(s)
- 115 V power line filter(s)
- Ethernet surge protector(s)
- Uninterrupted power supply
- Ethernet surge protector(s)
- Elapse time meter(s)
- GFI convenience outlet(s)
- Fuses and fuse blocks
- Size 1 motor starter(s) with motor circuit protector(s)
- Control relay(s)
- Push-To-Test LED pilot light(s)
- Compactlogix Processor
- Power supply(s)
- Input card(s)
- Output card(s)
- Analog input card(s)
- End cap(s) left
- Ethernet switch(es)
- PanelView Plus 7 15" color touch screen display(s)
- Power supply(ies)
- Terminal blocks
- UL label(s)

AquaDisk Engineering

1 Set(s) Documentation for the AquaDisk will be provided as described:

- Engineer's Approval Data (English language) in electronic format.

1 Set(s) Documentation for the AquaDisk will be provided as described:

- Operation & Maintenance Manuals (English language) in electronic format.

AquaDisk Supervision/Freight Domestic

1 Supervision Services and Freight Package(s) for the AquaDisk will be provided as follows:

- 6 Day(s) On Site for INSTALLATION SUPERVISION
- 2 Trip(s) for INSTALLATION SUPERVISION
- 6 Day(s) On Site for MECHANICAL SUPERVISION
- 3 Trip(s) for MECHANICAL SUPERVISION
- FREIGHT TO JOBSITE

The Following General Notes apply to Aqua-Aerobic Systems' Proposal:

- SCHEDULE: Schedule times are dependent on issuance of Purchase order with the following requirements: acceptable terms and conditions, guarantee of payment, all exceptions/clarifications provided have resolution and final drawings and specification sections have been provided to Aqua-Aerobic Systems.

We expect submittals to be completed and in transit to you within 6-8* weeks after receipt of order. We expect receipt of approved engineer's submittal with release for manufacture within 4-8 weeks of our transmittal of submittal data. We expect shipment of equipment (transit time excluded) to be approximately 20* weeks (or control panel/valve lead times, whichever is more) from our receipt of approved engineer's submittal data and release for manufacture. Schedules may be adjusted at time of order placement, depending upon existing order backlog.

*Weeks quoted are actual working weeks.

- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

*Aqua-Aerobic Systems will be closed for the Christmas Holidays beginning approximately December 24, through approximately January 2nd.

*PRICE ESCALATION INDEX: Aqua-Aerobic Systems reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received after the validity date stated in this proposal or, 2) the lead times stated in this proposal are exceeded. Any pricing adjustments required shall be based on a published materials cost index specific to the materials proposed.

*TARIFF PRICE ESCALATION NOTE: This proposal excludes all tariffs, duties, import/export taxes, and any other government-imposed fees. As such, the proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel, aluminum and other commodities, including but not limited to reciprocal tariffs. Because of this, Aqua-Aerobic Systems reserves the right to adjust the pricing quoted prior to order acceptance. Any pricing adjustments required due to such impacts will be based on products or materials listed in the Harmonized Tariff Schedule of the United States (HTSUS) as published by the USITC.

*CONTROLS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT: If applicable, Aqua-Aerobic Systems will provide information relating to software documentation to control the treatment system supplied using Aqua-Aerobic Systems' proprietary and/or trade secret information subject to execution of an Aqua-Aerobic Systems' "Controls Non-Disclosure / Confidentiality Agreement".

*INTEGRAL DOCUMENTS: The following documents are an integral part of Aqua-Aerobic Systems' proposal:

1. All documents listed on Aqua-Aerobic Systems' proposal/bid package "Table of Contents" document dated May 1, 2025.

- Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.

The Following Mechanical and/or Electrical Notes apply to Aqua-Aerobic Systems' Proposal:

- Valve and line sizes are to be verified by the engineer based on actual line losses.
- Pumps and valves ship loose, unless otherwise specified.
- Filter flow hydraulics and plant's capability to handle the intermittent backwash flow is to be confirmed by the purchaser/purchaser's consulting engineer.
- Some components of the filter are not available in 316 stainless steel. The materials for these components will be provided as described within the equipment listing of this proposal.
- Three phase motors will be 460 volt.
- Single phase motors will be 115 volt.

The Following Scope Exclusion Notes apply to Aqua-Aerobic Systems' Proposal:

- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.
- Freeze protection may be required for outdoor installation in cold weather climates. All such protection, including but not limited to, heat tracing and insulation of pumps and piping, as well as protection against internal tank freezing, shall be provided and installed by the installing contractor.

SCOPE BY PURCHASER/CONTRACTOR:

*Note this is not intended as a complete listing and is provided as a courtesy.

- Unloading and storage.
- Provisions for equipment access.
- Concrete, handrail and all civil works.
- All piping, spool pieces, supports, gaskets and hardware beyond Aqua-Aerobic Systems' equipment terminations.
- Interconnecting piping, wiring and installation.
- All flanges and/or unions in the piping to service the equipment.
- Unless specifically stated above, weir(s) for each filter unless integral to AASI-supplied tankage.
- Electrical conduit, hardware, supports, attachment of cables, wiring, j-boxes and local disconnects (if any) between motors, electrical valves, instruments and the control panel.
- Installation/field wiring of the control panel(s) that ship loose.
- Electrical wiring and supply power.

The Following Commercial Notes apply to Aqua-Aerobic Systems' Proposal:

- **WARRANTY AMENDMENT:** Aqua-Aerobic Systems warrants the goods provided by Aqua-Aerobic Systems in accordance with the "Warranty; Limitation Of Liability; And Disclaimer" as amended herein:

In accordance with Specification Section 46 61 44 Cloth Media Filtration System; Warranty period shall be 18 months from delivery or 1 year from the date of installation, whichever comes first.

- **PROCESS GUARANTEE:** A company backed process performance guarantee in accordance with the terms stated on Aqua-Aerobic Systems' process guarantee will be provided.

- **PERFORMANCE BOND:** A Performance Bond for 100% of the purchase price of the equipment and services as surety of Aqua-Aerobic Systems' performance of the contract will be provided.

- **PAYMENT BOND:** A Payment Bond for 100% of the purchase price of the equipment and services will be provided.

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic Systems in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivered to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: 7.875 % CA State taxes are included in the price. At time of shipment/invoicing if Aqua-Aerobic System is required by the taxing authority to collect or to pay a differing tax rate, the Buyer will be billed for the amount Aqua-Aerobic Systems' is required to pay.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, we request the following progress payments due Net 45 days from invoice issued for the designated event:

5% of total purchase price at our receipt of approved engineer's submittal data.

75% of total purchase price at delivery of Goods to jobsite.

10% of total purchase price at completion of field services and substantial completion.

5 % of total purchase price at completion of all punch list items and final acceptance.

5% of total purchase price at approval of Operations and Maintenance (O&M) Manual and completion of training services.

-SCOPE OF SUPPLY NOTE: Aqua-Aerobic Systems' scope of supply and pricing is as described in this proposal including the listed Integral Documents, and is based upon the REQUEST FOR PROPOSALS (RFP) CLOTH MEDIA FILTRATION SYSTEM, RFP Submittal Deadline: Monday, May 5, 2025, at 5:00 pm including Addendums # 1,2 unless otherwise stated on Aqua-Aerobic Systems' Exceptions/Clarifications document. Please refer to the proposal notes for equipment terminations and items not included in the proposal which are to be provided by the Buyer. Engineer's submittal data will be prepared using these proposed goods and services, and the submittal approved by the Consulting Engineer will become an integral part of the scope of supply under the contract resulting from this offer. Any additions or deletions to the scope of supply will be presented as change orders.

If the Project will include Assignment, Novation, Owner Direct Purchase (ODP) or any other type of assignment, the following will apply to that assignment.

- The original mutually agreed upon terms and conditions will apply to the assignment, with the following stipulations:
- Credit approval for the "Assignee" will need to be completed/reviewed and approved.
- The Assignment must occur prior to any shipment of any equipment.
- If a Payment bond providing protection to Aqua-Aerobic Systems in the original contract, confirmation of those bond rights will be required.

With regards to the payment terms:

- Payment Terms will need to be defined prior to "assignment" including identifying the party who will be responsible for which Milestone Payment Terms Events
- In addition, the tax status of each of those payments will need to be confirmed also.
- Is the Exemption part of the assignment, or would taxes apply to the Assignee and/or Assignor.

Once the above information can be confirmed, we can then proceed with the Assignment.

However, if these requirements are not able to be confirmed, then the assignment would not be granted.

- **TRADEMARKS:** Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspiring Aerator, Fold-a-Float® Self-Deploying Segmented Float, SAF-T-Float® Safe Accessible Float Technology, TurboStar® Directional Mixer, DualStar™ Directional Mixer, Aqua MixAir® Aeration System, Aqua CAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, AquaNereda®, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disc Diffuser, Aqua CB-24® Coarse-bubble Diffuser, Aqua TruDense™ True Densified Sequencing Batch Reactor, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Pressure Series Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-12® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, AquaABF® Automatic Backwash Filter, AquaPRS™ PFAS Removal System, Aqua PR-206™ PFAS Removal Sorbent, Aqua MultiBore® P-Series Polymeric Membrane System, Aqua MultiBore®C-Series Ceramic Membrane System, AquaMB Process® Multiple-Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua ElectrOzone® F-Series Ozone Generator, IntelliPro® Monitoring and Control System. The Aqua-Aerobic logo, registered trademarks and pending trademarks are the property of Aqua-Aerobic Systems, Inc. Nereda® is a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Process Design Report

RIVERBANK CA

Design# 173777

Option: Preselection Design

AquaDisk®

Cloth Media Filter



April 29, 2025

Designed By: Nicholas Fortsas

Design Notes

Design#: 173777

Project: RIVERBANK CA

Option: Preselection Design

Designed by Nicholas Fortsas on Tuesday, April 29, 2025



AQUA-AEROBIC
SYSTEMS, INC.
A Metawater Company

Flow Considerations

- The maximum flow is equal to the average flow.

Filtration

- The cloth media filter recommendation and anticipated effluent quality are based upon influent water quality conditions as shown under "Design Parameters" of this Process Design Report.
- The filter influent should be free of algae and other solids that are not filterable through a nominal 10 micron pore size media. Provisions to treat algae and condition the solids to be filterable are the responsibility of others.
- The cloth media filter has been designed to handle the maximum design flow while maintaining one unit out of service.
- The filter recommendation has been designed in accordance with the State of California Title 22 Code of Regulations related to recycled water.
- A. The cloth media filters shall:
 1. Provide a 24-hour average filtered effluent of 2 NTU or less.
 2. Provide a filtered effluent not to exceed 5 NTU for more than 5% of the time within a 24-hour period.
 3. Provide a filtered effluent not to exceed 10 NTU at any time.

B. Filter influent turbidity is continuously measured, and shall not exceed 5 NTU for more than 15 minutes and never shall exceed 10 NTU, and that there is the capability to automatically activate chemical addition or divert the wastewater from the filter should the filter influent turbidity exceed 5 NTU for more than 15 minutes.

Equipment

- Scope of supply includes freight, installation supervision and start-up services.
- Aqua-Aerobic Systems, Inc. is familiar with various "Buy American" Acts (i.e. AIS, ARRA, Federal FAR 52.225, EXIM Bank, USAid, PA Steel Products Act, etc.). As the project develops Aqua-Aerobic Systems can work with you to ensure full compliance of our goods with various Buy American provisions if they are applicable/required for the project. When applicable, please provide us with the specifics of the project's "Buy American" provisions.
- If the cloth media filter will be offline for extended periods of time, protection from sunlight is required.

AquaDisk® Tertiary Filtration - Design Summary

Design#: 173777

Project: RIVERBANK CA

Option: Preselection Design

Designed by Nicholas Fortsas on Tuesday, April 29, 2025



AQUA-AEROBIC
SYSTEMS, INC.
A Metawater Company

DESIGN INFLUENT CONDITIONS

Pre-Filter Treatment: Oxidation Ditch

Avg. Design Flow = 1.60 MGD = 1111.11 gpm = 6056.66 m³/day

Max Design Flow = 1.60 MGD = 1111.11 gpm = 6056.66 m³/day

DESIGN PARAMETERS	Influent	mg/l	Effluent			
			Required	<= mg/l	Anticipated	<= mg/l
Avg. Total Suspended Solids:	TSSa	10	TSSa	5	TSSa	5
Max. Total Suspended Solids:	TSSm	25	--	--	--	--
*Turbidity:	NTU	15	NTU	2	NTU	2

*Note: Turbidity represented in Nephelometric Turbidity Units (NTU's) in lieu of mg/l.

AquaDisk FILTER RECOMMENDATION

Qty Of Filter Units Recommended = 2

Number Of Disks Per Unit = 4

Total Number Of Disks Recommended = 8

Total Filter Area Provided = 430.4 ft² = (39.99 m²)

Filter Model Recommended = AquaDisk Concrete: Model ADFSC-54 x 6/4E-PC

Filter Media Cloth Type = OptiFiber PES-13®

AquaDisk FILTER CALCULATIONS

Filter Type:

Vertically Mounted Cloth Media Disks featuring automatically operated vacuum backwash.

Average Flow Conditions:

Average Hydraulic Loading = Avg. Design Flow (gpm) / Recommended Filter Area (ft²)
= 1111.1 / 430.4 ft²
= 2.58 gpm/ft² (6.31 m/hr) at Avg. Flow

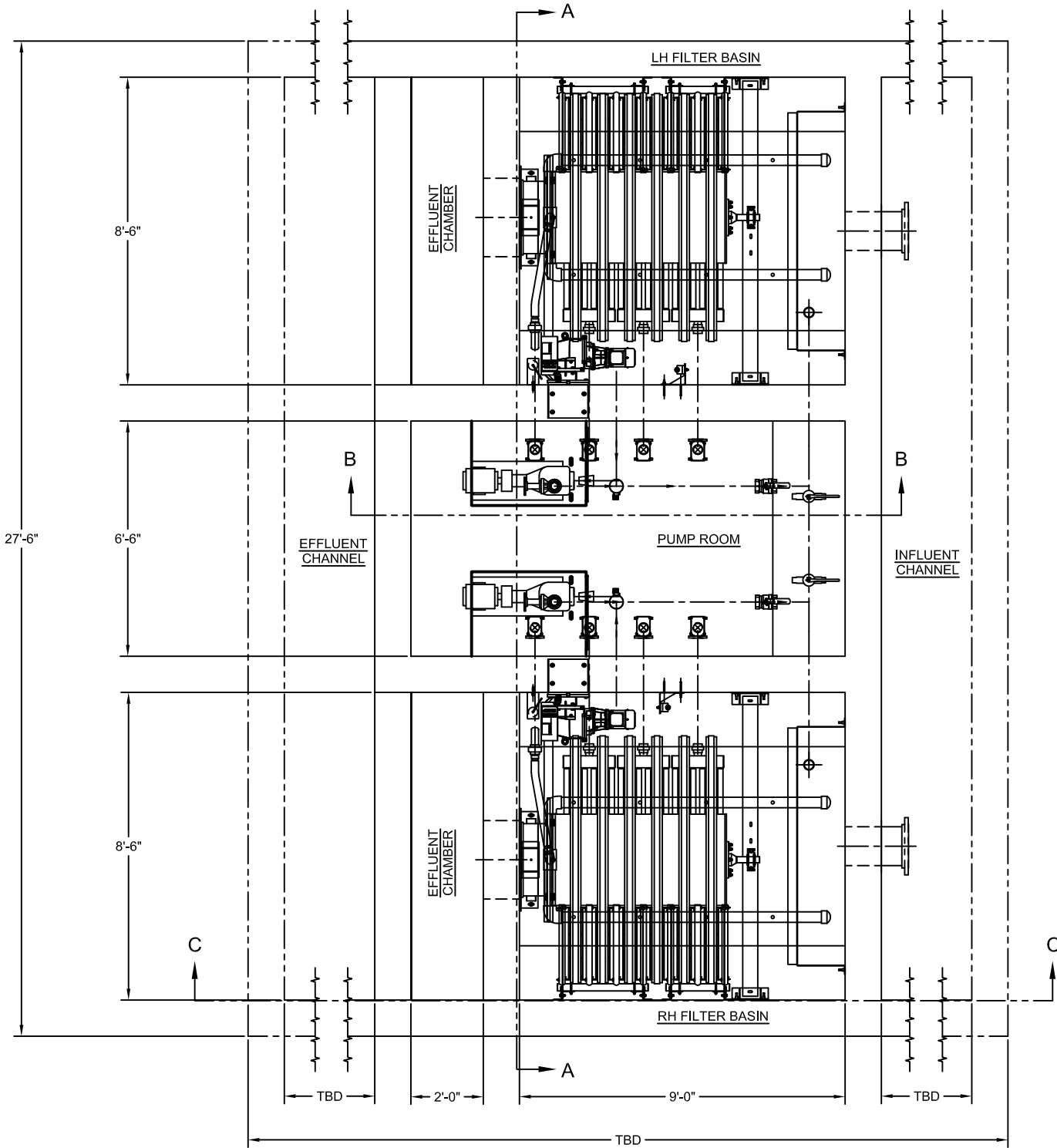
Maximum Flow Conditions:

Maximum Hydraulic Loading = Max. Design Flow (gpm) / Recommended Filter Area (ft²)
= 1111.1 / 430.4 ft²
= 2.58 gpm/ft² (6.31 m/hr) at Max. Flow

Solids Loading:

Solids Loading Rate = (lbs TSS/day at max flow and max TSS loading) / Recommended Filter Area (ft²)
= 333.6 lbs/day / 430.4 ft²
= 0.78 lbs. TSS /day/ft² (3.78 kg. TSS/day/m²)

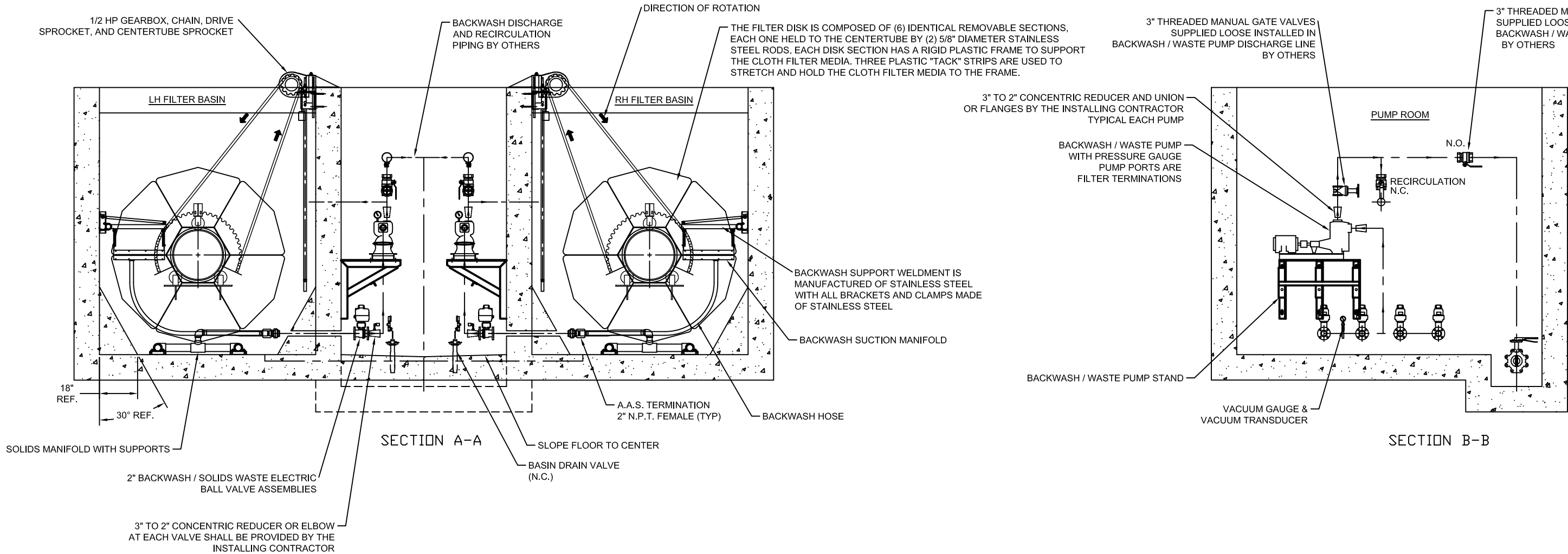
The above recommendation is based upon the provision to maintain a satisfactory hydraulic surface loading with (1) unit out of service. The resultant hydraulic loading rate at the Maximum Design Flow is: 5.2 gpm / ft² = (12.6 m/hr)



- ITEM WEIGHTS
EFFLUENT SEAL PLATE = 217 LBS.
CENTERTUBE = 829 LBS.
INFLUENT WEIR WELDMENT = 367 LBS.
DRIVE MOTOR ASSEMBLY = 249 LBS.
DISK SEGMENT ASSEMBLY = 24 LBS.
PUMP WITH MOTOR MOUNTED ON BASE = 200 LBS.
WALL MOUNT PUMP BASE = 234 LBS.
- 1 DRAWING FOR REFERENCE ONLY.
ALL WALLS ARE SHOWN AT 1'.
ALL DIMENSIONS TO BE VERIFIED BY CUSTOMER.
 - 2 AQUA-AEROBIC SYSTEMS PROVIDES PUMPS AND VALVES LOOSE FOR INSTALLATION BY THE INSTALLING CONTRACTOR. ALL INTERCONNECTING PIPING, WIRING, AND WALL SPOOL PIPES ARE PROVIDED BY THE INSTALLING CONTRACTOR.
 - 3 IF FREEZING IS A CONCERN, AQUA-AEROBIC SYSTEMS RECOMMENDS THE FILTERS BE PLACED IN A HEATED BUILDING. IF A BUILDING IS NOT PROVIDED, ANY NECESSARY PROTECTION, INCLUDING BUT NOT LIMITED TO, HEAT TRACING AND INSULATION OF PUMPS AND PIPING, AS WELL AS PROTECTION AGAINST INTERNAL TANK FREEZING, SHALL BE PROVIDED BY THE INSTALLING CONTRACTOR.
 - 4 THE GRAPHIC ELEMENTS OF THIS COMPUTER GENERATED DRAWING ARE DRAWN FULL SIZE. THE DIMENSIONS ARE ASSOCIATIVE. IF THE SIZE OF THE GRAPHIC ELEMENTS IS CHANGED THE DIMENSIONS WILL NOT BE CORRECT.
 - 5 TBD THE INFLUENT AND EFFLUENT CHANNELS TO BE SIZED BY THE INSTALLING CONTRACTOR BASED ON THE PLANT FLOW.
 - 6 AN INFLUENT VALVE IS REQUIRED FOR ISOLATION / MAINTENANCE OF EACH FILTER UNIT. INFLUENT VALVES SHALL BE PROVIDED BY OTHERS AND INSTALLED BY OTHERS.
 - 7 WALL SPOOL PIPING SHALL BE STAINLESS STEEL. PROVIDED BY OTHERS AND INSTALLED BY OTHERS.

NOT FOR CONSTRUCTION

JOB NAME:					AQUA-AEROBIC SYSTEMS, INC.				
JOB LOCATION:									
					DO NOT SCALE DRAWING				
					UNLESS OTHERWISE SPECIFIED				
					FRACTIONAL DIMENSIONS ± 1/16"				
					ALL TWO PLACE DECIMALS ± 0.005"				
					ALL THREE PLACE DECIMALS ± 0.0005"				
					ALL ANGLES ± 1/2°				
					ANSI				
					MATERIAL:				
					SIMILAR TO:				
					TYPE:				
					DRAWN BY: SLT				
					DATE: 3-29-2011				
					CHECKED BY:				
					DATE:				
					WEIGHT:				
					SHEET: 1 OF 4				
					SCALE:				
					SIZE: D				
REV					ERN / ECO				
DATE					BY				
REVISION DESCRIPTION									
DRAWING NAME:					DRAWING NUMBER:				
AQUADISK FILTER MODEL ADFSC-54 X 6E-PC					2801945				



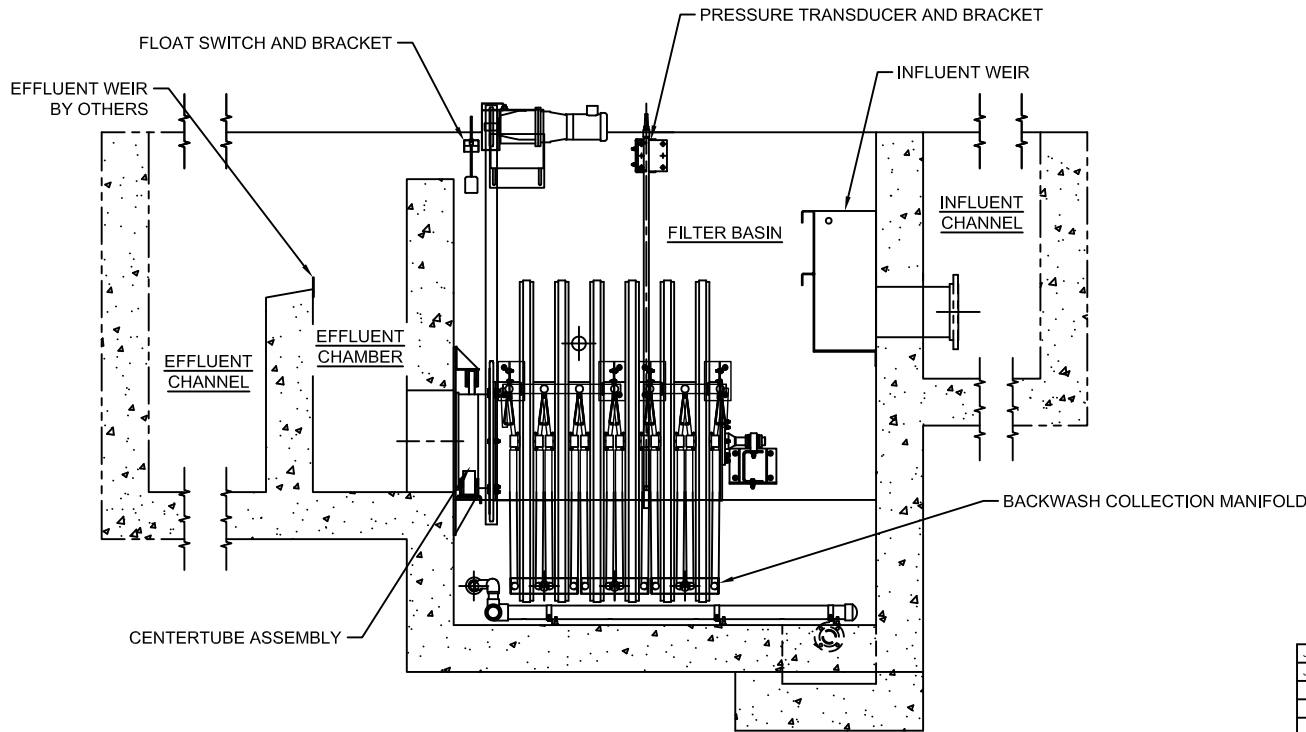
1 ALL PIPING AND FITTINGS SHALL BE PROVIDED BY OTHERS
ACTUAL PIPING LAYOUT AND PUMP LOCATION TO BE DETERMINED BY OTHERS
WHEN THREADED OR WELDED PIPE IS USED IN LIEU OF FLANGED
PIPE, UNIONS SHALL BE USED AT EACH PUMP AND VALVE
CONNECTION TO FACILITATE SERVICE.

2 2 H.P. BACKWASH / WASTE PUMP CONNECTIONS ARE 2" N.P.T. BACKWASH / WASTE
PIPING IS 3" DIAMETER. 3" TO 2" CONCENTRIC REDUCER FITTINGS SHALL BE
PROVIDED AND INSTALLED BY OTHERS AT EACH PUMP PORT.

3 THE BACKWASH / WASTE PUMP CAPABILITIES ARE AS FOLLOWS:

- HORSEPOWER: 2 HP
- FLOW: 130 GPM
- TOTAL DYNAMIC HEAD: 23.2 FT
- ALLOWABLE DISCHARGE HEAD, AFTER FILTER LOSSES: 12 FT

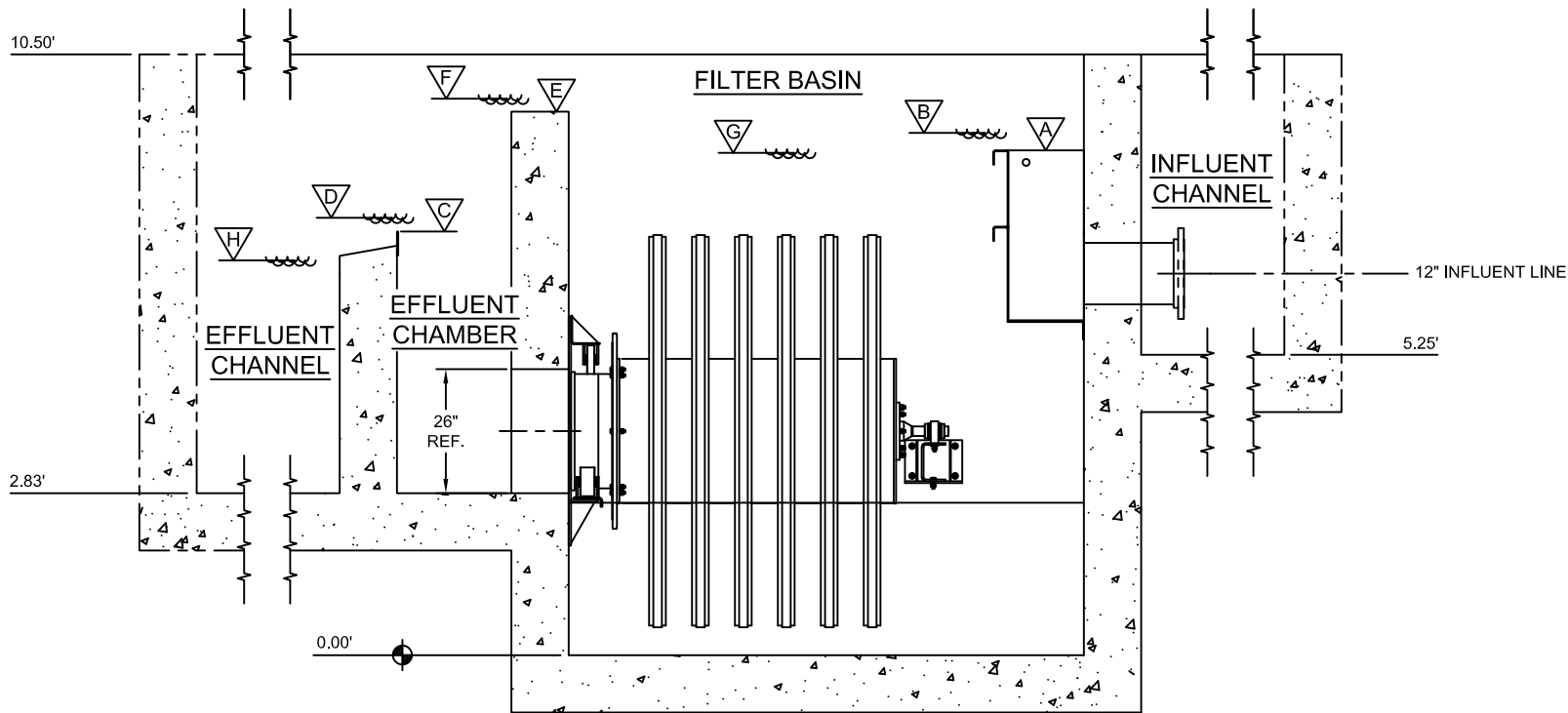
FOR INSTALLATIONS THAT REQUIRE MORE DISCHARGE HEAD,
ALTERNATIVE PUMPS ARE AVAILABLE. PLEASE CONSULT
ENGINEERING TO VERIFY THE SUITABILITY OF THE DISCHARGE
PIPING OR FOR SPECIAL PUMP REQUIREMENTS.



NOT FOR CONSTRUCTION

JOB NAME:		AQUA-AEROBIC SYSTEMS, INC.	
JOB LOCATION:			
DO NOT SCALE DRAWING		UNLESS OTHERWISE SPECIFIED FRACTIONAL DIMENSIONS: ±.125 ALL TWO PLACE DECIMALS: ±.005 ALL THREE PLACE DECIMALS: ±.0005 ALL ANGLES: ±.1° ANSI	
MATERIAL:			
SIMILAR TO:			
TYPE:			
DRAWN BY: SLT		DATE: 3-29-2011	
CHECKED BY:		DATE:	
REV	ERN / ECO	DATE	BY
DRAWING NAME:		WEIGHT:	
AQUADISK FILTER MODEL ADFSC-54 X 6E-PC		SHEET: 2 OF 4	
DRAWING NUMBER:		SCALE: SIZE: D	
2801945			

8 7 6 5 4 3 2 1



ELEVATION

	8.82'	INFLUENT WEIR ELEVATION
	9.05'	NAPPE OVER INFLUENT WEIR AVERAGE FLOW
	9.18'	NAPPE OVER INFLUENT WEIR MAXIMUM FLOW
	7.41'	EFFLUENT WEIR ELEVATION
	7.59'	NAPPE OVER EFFLUENT WEIR AVERAGE FLOW
	7.70'	NAPPE OVER EFFLUENT WEIR MAXIMUM FLOW
	9.50'	OVERFLOW WEIR ELEVATION
	9.69'	NAPPE OVER OVERFLOW WEIR AVERAGE FLOW
	9.80'	NAPPE OVER OVERFLOW WEIR MAXIMUM FLOW
	8.78'	BACKWASH START LEVEL
	6.91'	MAXIMUM AVAILABLE LIQUID LEVEL FOR EFFLUENT CONVEYANCE

HYDRAULIC PROFILE
BASED UPON AVERAGE FLOW RATE OF 3.25 GPM PER SQUARE FOOT (1.5 MGD)
BASED UPON MAXIMUM FLOW RATE OF 6.5 GPM PER SQUARE FOOT (3.0 MGD)

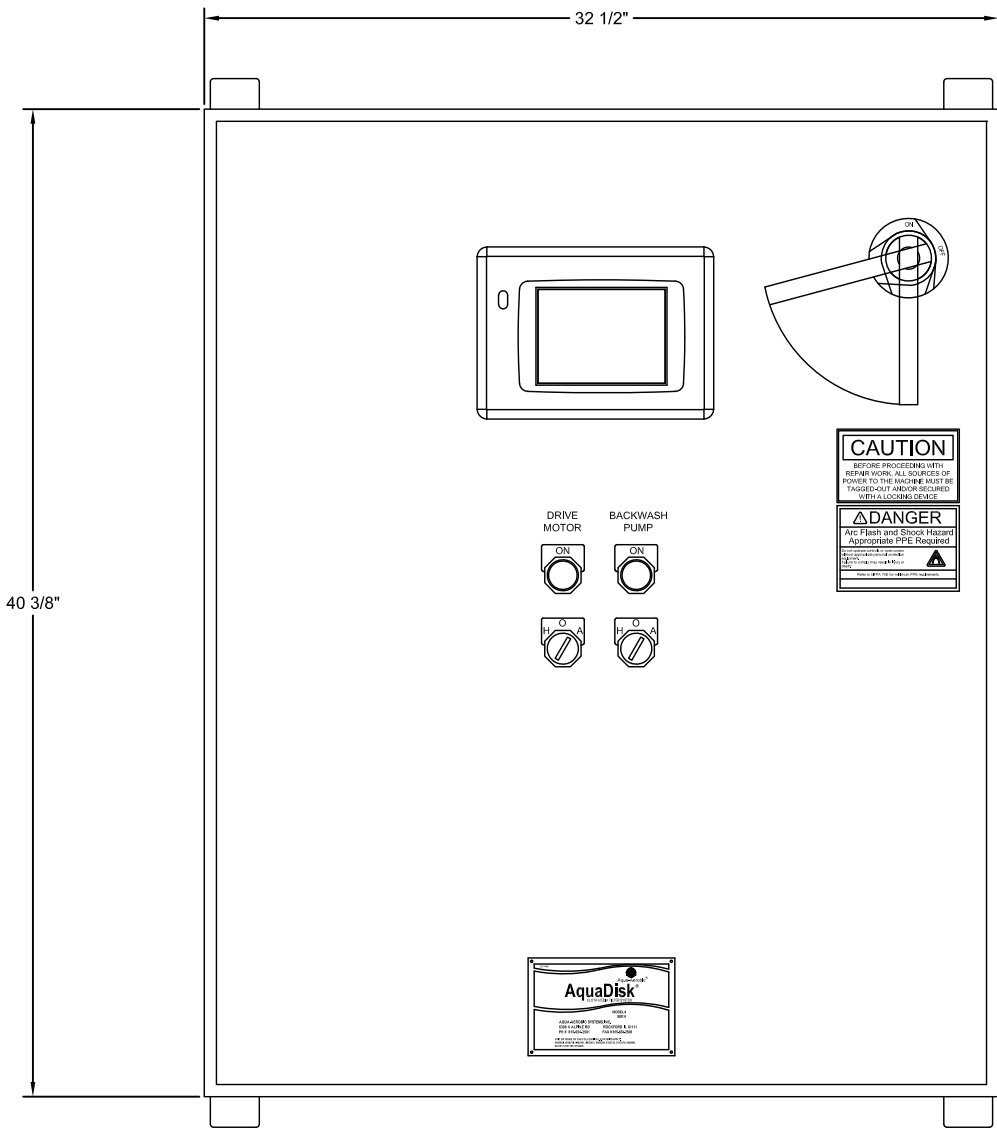
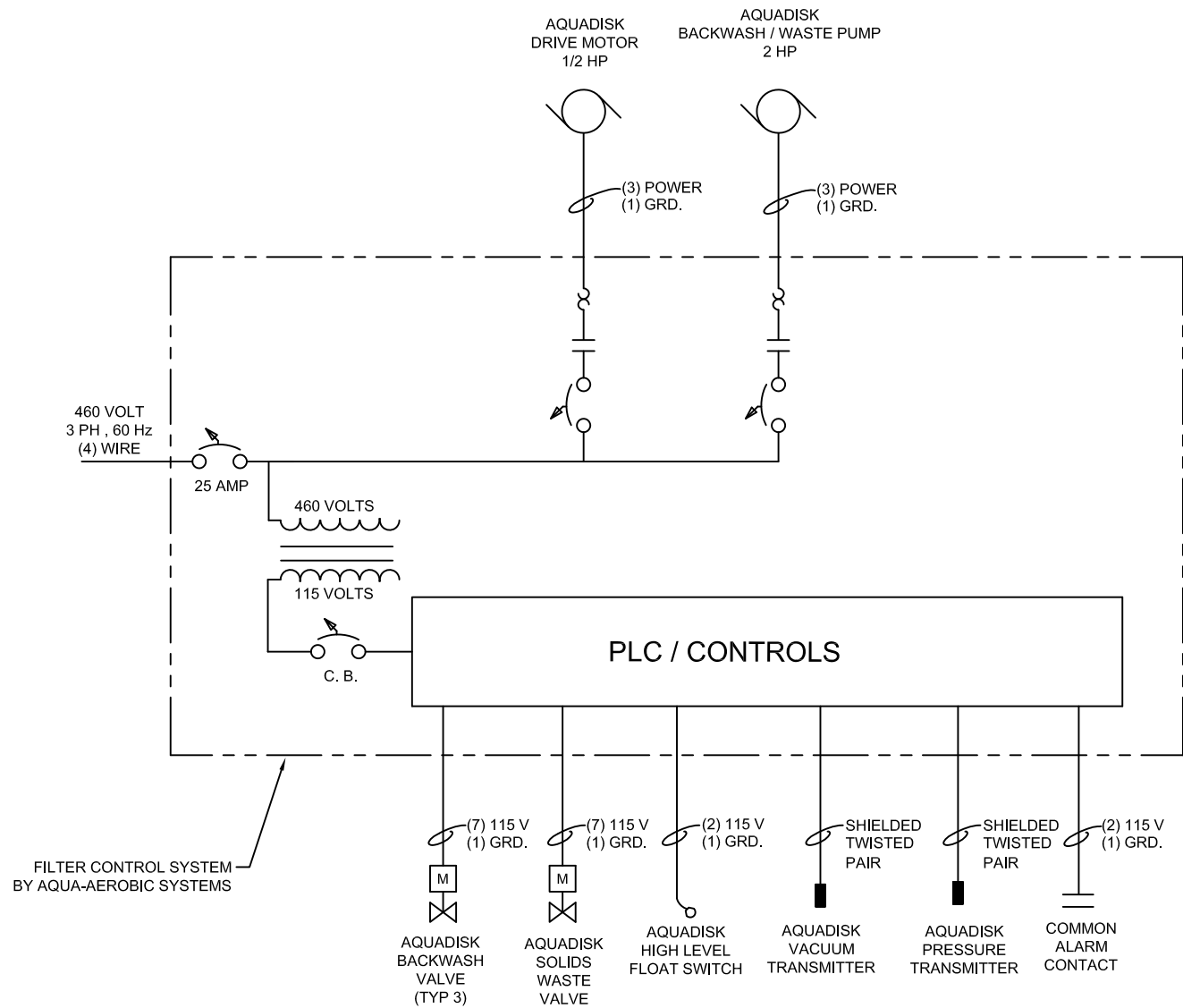
WEIR LENGTHS
INFLUENT = 6.58'
EFFLUENT = 8.50'
OVERFLOW = 8.50'

NOT FOR CONSTRUCTION

JOB NAME:					 AQUA-AEROBIC SYSTEMS, INC.				
JOB LOCATION:									
					DO NOT SCALE DRAWING				
					UNLESS OTHERWISE SPECIFIED FRACTIONAL DIMENSIONS: ±.1/16" ALL TWO PLACE DECIMALS: ±.005" ALL THREE PLACE DECIMALS: ±.0005" ALL ANGLES: ±.1° ANSI				
					MATERIAL:				
					SIMILAR TO:				
					TYPE:				
					DRAWN BY: SLT				
					DATE: 3-29-2011				
					CHECKED BY:				
					DATE:				
					WEIGHT:				
					SHEET: 3 OF 4				
					SCALE: D				
DRAWING NAME: AQUADISK FILTER MODEL ADFSC-54 X 6E-PC					DRAWING NUMBER: 2801945				

SYMBOL KEY											
	MOTOR		CIRCUIT BREAKER		ELECTRICAL DISCONNECT		VARIABLE FREQUENCY DRIVE		TRANSDUCER		STARTER CONTACTOR
	MOTOR OPERATED VALVE		TRANSFORMER		MOTOR OVERLOAD		PNEUMATIC OPERATED VALVE		FUSE		FLOAT SWITCH

NOTE: SOME SYMBOLS MAY NOT BE APPLICABLE



- 1 CONTROL PANEL
ENCLOSURE NEMA 4X WALL MOUNTED TYPE FIBERGLASS
FACTORY ASSEMBLED AND SHIPPED LOOSE. INSTALLED BY OTHERS.
MUST BE LOCATED WITHIN 50 FEET OF THE PRESSURE TRANSMITTER.
FACING NORTH TO LIMIT THE H.M.I. EXPOSURE TO DIRECT SUNLIGHT.
FLOOR MOUNTING IS AVAILABLE WITH STEEL OR STAINLESS STEEL ENCLOSURES.

- 2 STANDARD CONTROL PANEL SIZE
40" HEIGHT X 32" WIDE X 12" DEEP

- 3 (1) CONTROL PANEL PER FILTER

NOT FOR CONSTRUCTION

JOB NAME:				AQUA-AEROBIC SYSTEMS, INC.			
JOB LOCATION:							
DO NOT SCALE DRAWING				UNLESS OTHERWISE SPECIFIED			
MATERIAL:				FRACTIONAL DIMENSIONS ±.125			
SIMILAR TO:				ALL TWO PLACE DECIMALS ±.0050			
TYPE:				ALL THREE PLACE DECIMALS ±.0005			
DRAWN BY: SLT				DATE: 3-29-2011			
CHECKED BY:				DATE:			
WEIGHT:				SHEET: 4 OF 4			
DRAWING NUMBER: 2801945				SCALE: D			
REV				ERN / ECO			
DATE				BY			
REVISION DESCRIPTION							
DRAWING NAME: AQUADISK FILTER MODEL ADFSC-54 X 6E-PC							

20-YEAR O&M ESTIMATE



**AQUA-AEROBIC
SYSTEMS, INC.**
A Metawater Company

RIVERBANK CA

Design#: 173777

Option: Preselection Design

Designed By Nicholas Fortsas on Tuesday, April 29, 2025

Prepared By Nicholas Fortsas on Tuesday, April 29, 2025

The enclosed information is based on preliminary data which we have received from you. There may be factors unknown to us which would alter the enclosed recommendation. These recommendations are based on models and assumptions widely used in the industry. While we attempt to keep these current, Aqua-Aerobic Systems, Inc. assumes no responsibility for their validity or any risks associated with their use. Also, because of the various factors stated above, Aqua-Aerobic Systems, Inc. assumes no responsibility for any liability resulting from any use made by you of the enclosed recommendations.

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AquaDisk®: Estimated Operation & Maintenance Costs

Design# 173777

Project: RIVERBANK CA



**AQUA-AEROBIC
SYSTEMS, INC.**
A Metawater Company

Option: Preselection Design

Designed By Nicholas Fortsas on Tuesday, April 29, 2025

O&M Notes

The cloth media filter has been designed to handle the maximum design flow while maintaining one unit out of service.

* The actual cloth media life may be more or less than 8 years depending on site specific conditions.

** The values listed are for estimating purposes only. The actual amount of operator attention provided will be dependent upon local requirements and the size of the staff available for testing.

All estimates are based upon equipment maintenance and operation in accordance with the O & M instructions provided by Aqua-Aerobic Systems. They are based on typical AquaDisk installations with a normal preventative maintenance schedule for the equipment. The actual maintenance man hours required for each project will vary depending upon site and climate conditions, which may alter the frequency of the maintenance schedule.

AquaDisk®: Estimated Operation & Maintenance Costs

Design# 173777

Project: RIVERBANK CA



AQUA-AEROBIC
SYSTEMS, INC.
A Metawater Company

Option: Preselection Design

Designed By Nicholas Fortsas on Tuesday, April 29, 2025

I. EQUIPMENT MAINTENANCE AND REPLACEMENT ESTIMATE

<u>Qty</u>	<u>Unit</u>	<u>Service Required</u>	<u>Replacement Interval (Years)</u>	<u>Material Cost</u>	<u>15-Year Total</u>
<u>AquaDisk Filter</u>					
2	Main "V-Ring" Seal	Parts Replacement	10	\$1,051	\$2,103
6	Filter Media Cloths/Disk	Parts Replacement	8*	\$319	\$15,312

INTERVAL TOTALS:

<u>8-Year</u>	<u>10-Year</u>
\$15,312	\$2,103

15-Year Estimated Total: \$17,415

II. LUBRICATION REQUIREMENTS ESTIMATE

<u>Estimated General Operation & Maintenance **</u>	<u># of Units</u>		<u>Minutes/Unit</u>		<u>Times/Year</u>	<u>Hours/Year</u>
Backwash / Solids Waste Pump - Routine Lubrication	2	x	5	x	12	/ 60 = 2.00
Backwash / Solids Waste Pump - Drain and Refill	2	x	30	x	1	/ 60 = 1.00
Drive Gear Box Lubrication	2	x	30	x	0.25	/ 60 = 0.25
Drive Motor Lubrication	2	x	5	x	0.25	/ 60 = 0.04
TOTAL LABOR REQUIREMENTS:						3.29

III. POWER CONSUMPTION ESTIMATE

Power Costs of All Equipment as Proposed

Backwash / Solids Waste Pump	2,198.2	(kWh/Year)
Disk Drive Motor	472.9	(kWh/Year)
Power Control Panel	2,800.0	(kWh/Year)
Total:	5,471.10	(kWh/Year)
Estimated \$/kWh:	\$0.08	
Total Annual Power Cost:	\$438	

15-Year Estimated Power Cost: \$6,570

Aqua-Aerobic Systems, Inc.

Exceptions / Clarifications Document: 4/30/25



Project: *RIVERBANK CA*

Brandon,

Please see the below exceptions and clarifications for the Riverbank CA project. Please forward these to the engineer and let us know if there are any questions.

1) Reference: Section 46 61 44.2.06.E.3.a Equipment Components

3. Cloth media

a. Cloth media shall have a nominal filtration rating of 10 microns, be resistant to biofouling, and shall withstand a sodium hypochlorite dosage of 20 milligrams of chlorine per liter.

Aqua's Exception/Clarification

This value is higher than the recommended concentration of sodium hypochlorite for the cloth media filters. A maximum sodium hypochlorite concentration of 10 mg/L is recommended to ensure cloth longevity.

**2) Reference: SECTION 00 52 11 PROCUREMENT AGREEMENT
ARTICLE 11 – MISCELLANEOUS**

11.02 Assignment

Aqua's Exception/Clarification

Please add at the end of the Section:

C. The original mutually agreed upon terms and conditions will apply to the assignment, with the following stipulations:

- Credit approval for the "Assignee" will need to be completed/reviewed and approved.
- The Assignment must occur prior to any shipment of any equipment.
- If a Payment bond providing protection to Aqua-Aerobic Systems in the original contract, confirmation of those bond rights will be required.

With regards to the payment terms:

- Payment Terms will need to be defined prior to "assignment" including identifying the party who will be responsible for which Milestone Payment Terms Events
- In addition, the tax status of each of those payments will need to be confirmed also.
- Is the Exemption part of the assignment, or would taxes apply to the Assignee and/or Assignor.

**3) Reference: SECTION 00 21 16 INSTRUCTIONS TO PROPOSERS
1.12 EXECUTION OF CONTRACT**

PARAGRAPH G

Aqua's Exception/Clarification

The indemnification clause 7.07A is not available for review. Additionally, it is assumed that this is part of the General Conditions that was confirmed not to be applicable to the filter manufacturers in Addendum 1. Furthermore, AASI cannot accept uncapped liabilities. We therefore ask that paragraph G be stricken in its entirety.

Aqua-Aerobic Systems, Inc.

Exceptions / Clarifications Document: 4/30/25

Project: *RIVERBANK CA*

- 4) Reference: SECTION 00 61 13.13 PERFORMANCE BOND FORM
SECTION 00 61 13.16 PAYMENT BOND FORM

Bond Forms Provided

Aqua's Exception/Clarification

In lieu Bond Forms Provided our Surety suggests the use of EJCDC or AIA A312 Performance and Payment Bond forms for issuance of the bonds.



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

**AquaDisk Cloth Media Filter
Process Performance Guarantee**
for
Riverbank WWTP, Riverbank CA
May 5, 2025

Aqua-Aerobic Systems, Inc. (Aqua-Aerobic) guarantees the AquaDisk® Cloth Media Filters in accordance with Specification Section 46 61 44 dated April 2025 and Addenda 1-2, Aqua-Aerobic's Design #173777 and Design Notes dated April 29, 2025 shall provide an average monthly filtered effluent during the performance test.

The guarantee shall apply under the following conditions:

1. The influent flow is supplied to the filter(s) on a continuous basis at an average daily flow not to exceed a rate of 1.6 MGD and a peak flow rate not to exceed 1.6 MGD and:
 - a. Filter influent TSS concentration shall not exceed 10 mg/l (daily average) and 25 mg/l maximum.
 - b. Filter influent Turbidity concentration shall not exceed 15 NTU (daily average).
 - c. Daily average TSS concentrations are based on 24-hour composite samples. Maximum TSS concentrations are based upon grab samples at any time.
 - d. Filter influent solids loading shall not exceed 0.78 lbs TSS/ft²/day.
 - e. Hydraulic loading to the Cloth Media Filter shall not exceed 2.58 gpm/ft² of disk area at average daily flow and 2.58 gpm/ft² at peak flow. The sustained peak flow shall not exceed 3 hours.
 - f. Wastewater entering the Cloth Media Filter is effluent from a secondary process.

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AquaDisk® Cloth Media Filter Process Performance Guarantee

Page 2 of 3

2. The influent TSS and Turbidity are capable of being removed by filtration as determined by an Aqua-Aerobic approved bench pilot filter operated at the proportionate filter design flow and solids loading rate and equipped with media identical to the installed equipment.
3. The filter is installed, operated and maintained in accordance with instructions supplied by Aqua-Aerobic.
4. The equipment has been paid for in accordance with contract terms.
5. A performance test is conducted according to the approved Field Process Performance Test Protocol, dated May 5, 2025, as submitted by Aqua-Aerobic.
6. Data during the performance test shall be sent to Aqua-Aerobic within one week of said testing.
7. The process guarantee shall be considered satisfied upon successful completion of the performance test.
8. Start-up shall be defined by the date stated on Aqua-Aerobic's "Manufacturers Certificate of Inspection" form executed upon completion of start-up services.
9. Should the filter system not meet the guaranteed performance:
 - a. The guarantee shall be considered invalid if the influent parameters do not conform to Conditions 1 and 2.
 - b. In the event that the influent parameters are within the limits specified under Conditions 1 and 2, Aqua-Aerobic shall have up to 30 days to modify the filters as necessary to achieve the guaranteed performance.
10. If failure to produce the guaranteed effluent is due to influent quality not in conformance with Conditions 1 or 2, the Owner shall have up to 30 days to bring the filter influent to specified limits. If the Owner is unable to produce the specified influent conditions within 30 days, the guarantee will be considered to be satisfied.
11. This guarantee shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic, is modified or altered without the written approval of Aqua-Aerobic.

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AquaDisk® Cloth Media Filter Process Performance Guarantee

Page 3 of 3

12. In the event of continued failure of the equipment to produce the guaranteed effluent characteristics at no fault of the owner, Aqua-Aerobic shall have the option to modify the filter(s) as necessary to achieve the guaranteed performance. The maximum cumulative liability to Aqua-Aerobic for the modification or supply of additional equipment shall be limited to 100% of the initial sales price of the equipment supplied.

Aqua-Aerobic Systems, Inc.

Josh Gable

Product Manager - Filtration

Execution Date

Customer / Owner Company Name

Authorized Signature

Execution Date

Title

NOTE: Aqua-Aerobic Systems, Inc. will execute the process performance guarantee upon receipt of a purchase order, acceptance of terms and conditions and approved submittal drawings.

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AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

**AquaDisk® Cloth Media Filter
Field Process Performance Test Protocol**
for
Riverbank WWTP, Riverbank, CA
May 5, 2025

Introduction:

To satisfy Specification Section 46 61 44, dated April 2025 and Addenda 1-2, dated April 22, 205 and April 29, 2025 respectively, the following field process performance test shall be performed.

Protocol:

- 1) The filter(s) will be tested for a period of 8 consecutive working hours to assess process performance. The field performance testing shall be conducted no later than sixty (60) days after startup or beneficial use. The start date shall be mutually agreed upon by the Engineer, Owner, Installing Contractor, and Aqua-Aerobic Systems. Under supervision of Aqua-Aerobic Systems' field service representative), the Installing Contractor will conduct the testing and shall employ the services of a local certified) or laboratory facility to perform sample analysis in accordance with this testing procedure. The Engineer and the Owner shall have the right to witness the performance test.
- 2) The performance test shall be executed using plant secondary effluent after the plant processes have stabilized and the plant is performing according to the design specified operating requirements. The filter influent loading conditions shall be in accordance with the values stated in the project bid specifications as referenced in the "Performance and Design Parameters" section of this document. In the event that the filter influent does not meet this criteria, the testing shall be postponed or the performance expectations adjusted as mutually agreed to by the Owner, the Engineer, and Aqua-Aerobic Systems.
- 3) Testing will be done one filter in operation at a time. The filter(s) will be tested for 8 consecutive hours. The actual flow at the time of testing will be monitored and rerouted to simulate design conditions on the subject filter.

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AquaDisk® Cloth Media Filter Field Process Performance Test Protocol

Page 2 of 4

If the target flow conditions cannot be achieved while a single filter is in operation, the test will be conducted on a single filter with the available flow.

- 4) Daily composite samples consisting of a minimum of one (1) grab samples per hour will be taken from either the secondary clarifier effluent box (mid-depth) or the influent weir (mid-depth) and from each of the filter(s) outlets (mid-depth). Turbidity will be monitored continuously using an on-line analyzer. Daily composite samples shall be collected, stored, and analyzed for TSS and turbidity according to the latest edition of Standard Methods for the Examination of Water and Wastewater. Testing shall be done by the local certified laboratory facility using personnel and equipment provided by the laboratory. Expedited service from the laboratory shall be requested to ensure that results return within the period of the performance test. The Installing Contractor shall furnish all labor, materials, equipment, autosamplers, laboratory services, instrumentation, and any other equipment and services necessary for conducting the field performance testing. The Installing Contractor shall furnish all electric, water and other utilities.
- 5) The party responsible for conducting the field performance test shall compile all influent and effluent TSS and turbidity data onto an Excel® spreadsheet and graph the data to clearly show performance compliance. Any data collected by the contractor, the owner, or the manufacturer during the performance testing shall be submitted to the party responsible for conducting the field performance test to be incorporated into this summary.
- 6) The party responsible for conducting the filter performance test shall compile the filter(s) influent flow rates using the influent flowmeter and the conversion to filtration rates shall be summarized on an Excel® spreadsheet. NOTE: Alternatives to an influent flowmeter are measuring the nappe over the influent weir or readings from an effluent flowmeter. However, these alternatives are less desirable.
- 7) A testing day will run from 8:00 am until 8:00 am of the following day.
- 8) In the event of failure of the equipment to produce the required effluent characteristics during the performance testing, Aqua-Aerobic Systems shall have the option to modify the filter(s) as necessary to achieve the guaranteed performance testing. The maximum liability to Aqua-Aerobic Systems for the modification or supply of additional equipment shall be limited to 100% of the initial sales price of the equipment supplied.

Evaluation:

The AquaDisk® Cloth Media Filter(s) shall have demonstrated the following specified performance parameters based upon the following specified filter(s) influent

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AquaDisk® Cloth Media Filter Field Process Performance Test Protocol

Page 3 of 4

conditions:

Performance and Design Parameters:

a. Wastewater Flow:

Average Daily Flow: 1.6 MGD per filter

Max Daily Flow: 1.6 MGD per filter

b. Filter Influent Characteristics:

	Filter Influent
Average Monthly TSS (mg/l)	10
Average Monthly Turbidity (NTU)	5
Max. turbidity (NTU)	15

c. Filter Effluent Characteristics:

	Filter	Effluent
Average Monthly TSS (mg/l)	5	
Average Monthly Turbidity (NTU)	2	

Reporting of Results:

Aqua-Aerobic Systems, Inc. shall receive the test data from the Installing Contractor and the Installing Contractor shall write a report to show the individual and average flow rates, TSS and turbidity recorded during the field process performance test and shall conclude whether the filter(s) have met the performance as specified.

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AquaDisk® Cloth Media Filter(s) Field Performance Testing

Performance Test Data

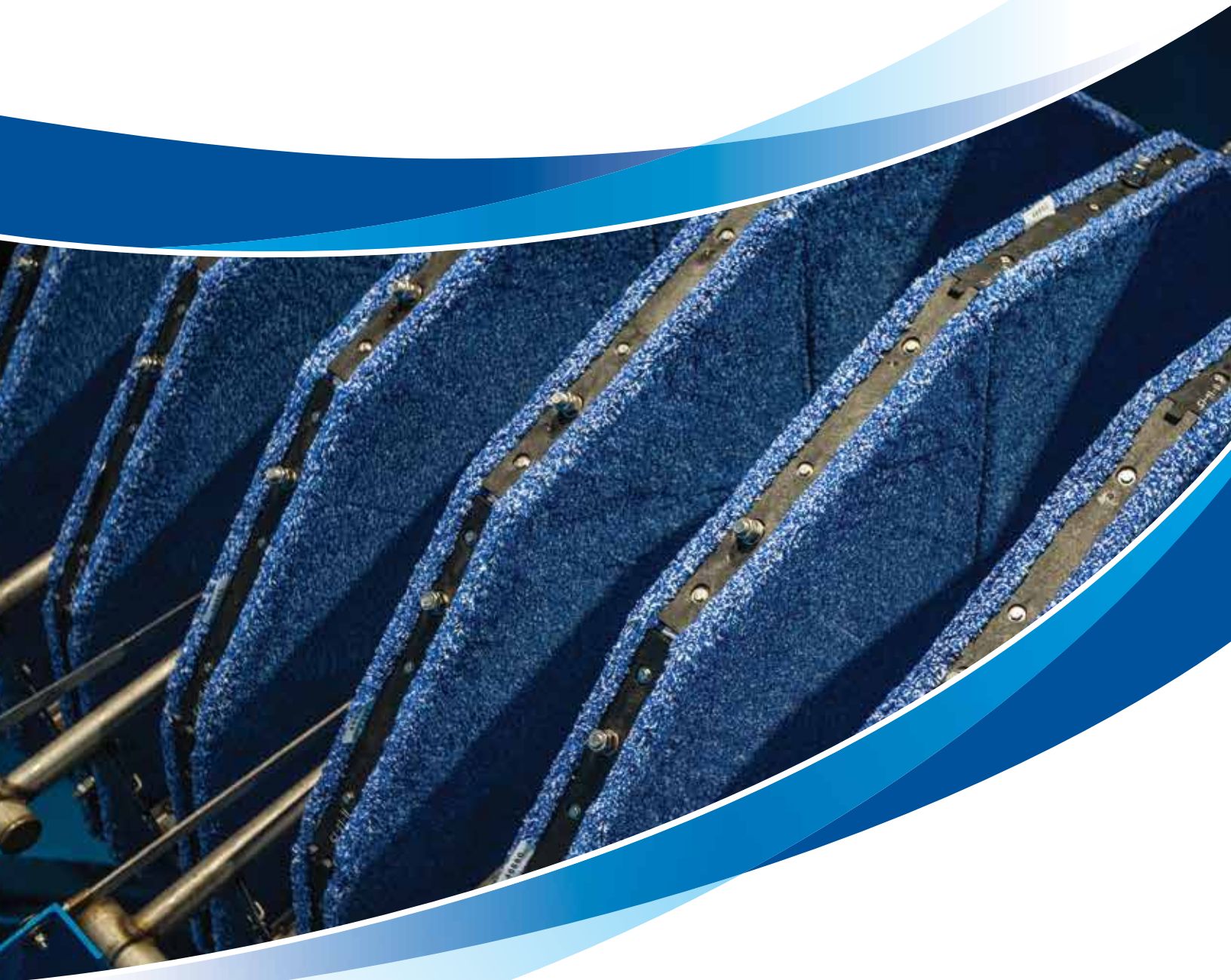
Test Unit ~[]

Witnessed By: _____ Date: _____

Time	Influent Flow rate (MGD)	Influent TSS / NTU (mg/l)	Effluent TSS / NTU (mg/l)

Cloth Media Filtration

Featuring OptiFiber® Pile Cloth Media



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Aqua-Aerobic®

Cloth Media Filter Featuring OptiFiber®

Pile Cloth Media

In the early 1990s, Aqua-Aerobic Systems revolutionized tertiary treatment by introducing Pile Cloth Media Filtration utilizing a disk configuration. Since then, over 3,000 pile cloth media filtration units have been installed worldwide, and hundreds of different media have been researched and tested with a select few that are currently being applied to six mechanical configurations in a variety of applications including: water reuse, low level phosphorus, stormwater and primary treatment.

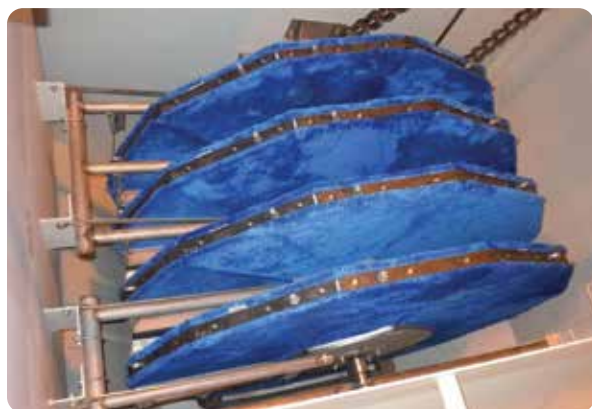
Effective Depth Filtration

The original OptiFiber® pile cloth media is specifically engineered for water and wastewater applications and designed to maximize solids removal over a wide range of particle sizes. Deep, thick, pile fibers capture particles for the most effective depth filtration. Perhaps as important, the media is engineered to backwash effectively and last over time. OptiFiber media is exclusive to the entire line of cloth media filter configurations including:

- AquaDisk®
- Aqua MegaDisk®
- AquaPrime®
- AquaStorm™
- AquaDiamond®
- Aqua MiniDisk®

OptiFiber® Media Advantages

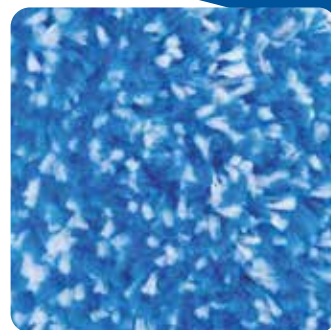
- Woven, precision fibers provide strength and durability
- Discrete pile fibers effectively release solids during backwash
- Open backing minimizes potential for biofouling
- Low backwash volume results in water savings and energy reduction
- Variety of application-specific cloth including 2, 5 & 10 µm nominal pore size media
- Phosphorus removal to 0.075 mg/l or less
- Ability to handle high solids conditions



An AquaDisk® filter with OptiFiber PES-14® treats cooling tower blow-down.



OptiFiber PA2-13®



OptiFiber PES-13®



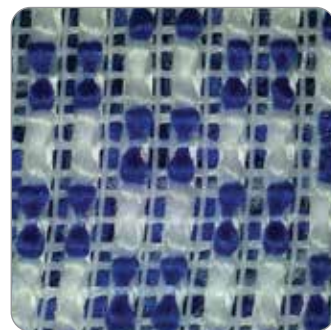
OptiFiber PES-14®



OptiFiber UFS-9™



OptiFiber PF-14®



Unique Backing Design



OptiFiber® Cloth Filtration Media
Awarded BlueTech® Research Innovation Badge

Engineered Cloth Media

The media is the most important aspect in any filter design. Today's OptiFiber® pile cloth filtration media is the result of over 30 years of continuous engineering and improvement. Each aspect of the pile cloth is design is engineered to provide an optimal design to maximize particle removal, allow for effective backwash, and maximize media life.

Hundreds of media options have been tested as part of this continuous development process. Only five of these options have made it through the rigorous testing process and met the quality standards set forth by Aqua-Aerobic Systems, Inc.



A cloth media display showcases samples of tested media with the far left panel featuring OptiFiber® media.

OptiFiber® Cloth Media Technology Timeline

1993	2000	2004	2006	2011	2013	2016	2017	Continued Innovation
AquaDisk® Filter	OptiFiber PA2-13® Media	AquaDiamond® Filter	OptiFiber PES-13® Media	OptiFiber PES-14® Microfiber Media	Aqua MegaDisk® Filter	AquaPrime® & AquaStorm™ Filter with OptiFiber PF-14® Media	OptiFiber UFS-9® Ultrafiber Media	

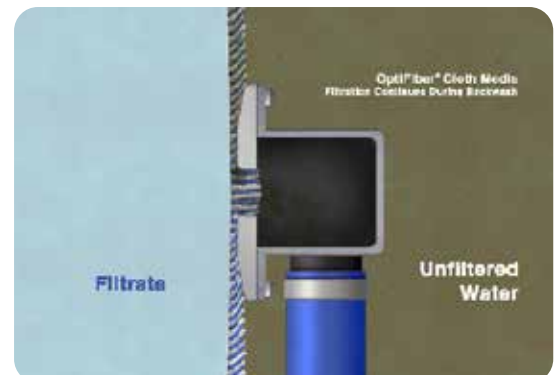
Backwash System

Effective Cleaning With Less Water and Energy

Maximum cleaning of the OptiFiber® cloth media is accomplished with a unique backwash system. The backwash shoe makes direct contact with the cloth media and solids are vacuumed from the surface. During backwash, fibers fluidize to provide an efficient release of stored solids deep within the fiber depth.

Backwash System Advantages

- Filtration continues during backwash
- Initiated at a pre-determined liquid level or time
- Low backwash rates
- Less water volume required
- Low energy consumption



Backwash shoe makes direct contact with the media.



Shown is pile cloth media in its natural state (left) and its conditioned state (right).

Configurations

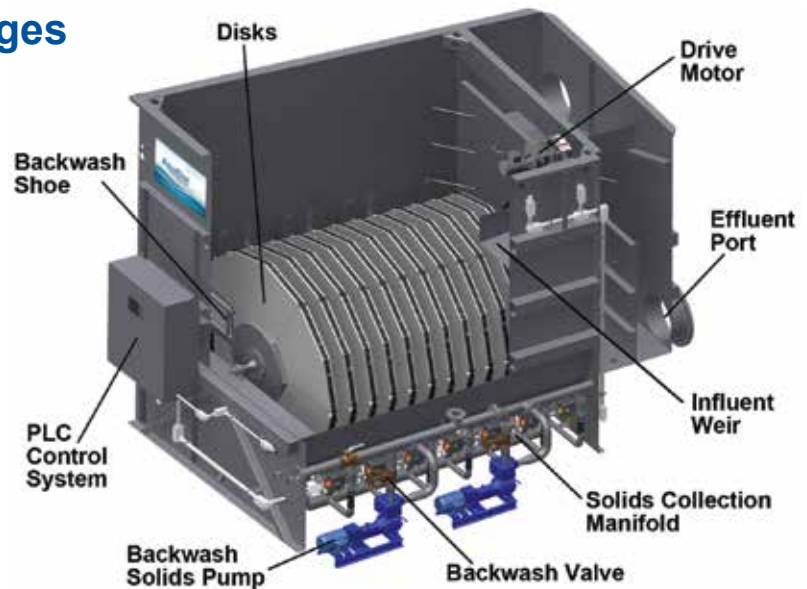
AquaDisk®

Cloth Media Filter

The cloth media “Disk” configuration was the first to enter the marketplace as an alternative to conventional granular media filtration technologies. This original configuration comprises the majority of Aqua-Aerobic cloth media filters installed today. A history of exceptional operating experience in a variety of municipal and industrial applications continues to make the AquaDisk® the tertiary filter of choice.

System Features and Advantages

- Vertically oriented cloth media disks reduce required footprint
- Each disk has six lightweight, removable segments for ease of maintenance
- Low hydraulic profile
- Higher solids and hydraulic loading rates
- Low backwash rate
- Available in painted steel, stainless steel or concrete tanks
- Fully automatic PLC control system with color touchscreen HMI
- Low cost of ownership



Modes of Operation

Aqua-Aerobic cloth media filter configurations operate on the same (3) modes of operation: **FILTRATION**, **BACKWASH** and **SOLIDS WASTING**.



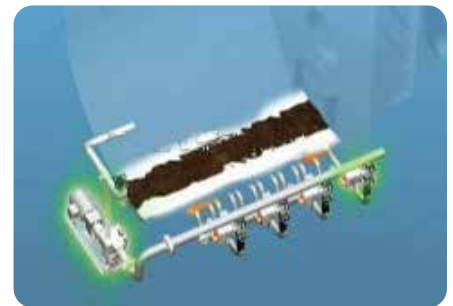
Filtration Mode

- Inlet wastewater enters filter
- Cloth media is completely submerged
- Disks are stationary
- Solids deposit on outside of cloth media forming a mat as filtrate flows through the media
- Tank liquid level rises
- Flow enters the filter by gravity and filtrate is collected inside the disks and discharged
- Heavier solids settle to the tank bottom



Backwash Mode

- Solids are backwashed at a predetermined liquid level or time
- Backwash shoes contact the media directly and solids are removed by vacuum pressure using the backwash pump
- Two disks are backwashed at a time (unless a single disk is utilized)
- Disks rotate slowly
- Filtration is not interrupted
- Backwash water is directed to headworks



Solids Wasting Mode

- Heavier solids on the tank bottom are removed on an intermittent basis
- Solids are pumped back to the headworks, digester or other solids collection area of the treatment plant

Aqua MegaDisk®

Cloth Media Filter

The Aqua MegaDisk® cloth media filter expands on the reliability and exceptional performance of the original AquaDisk filter, but on a larger scale. Each disk is approximately 10' in diameter. The unit features all of the same benefits and (3) modes of operation as the AquaDisk but with larger disks.

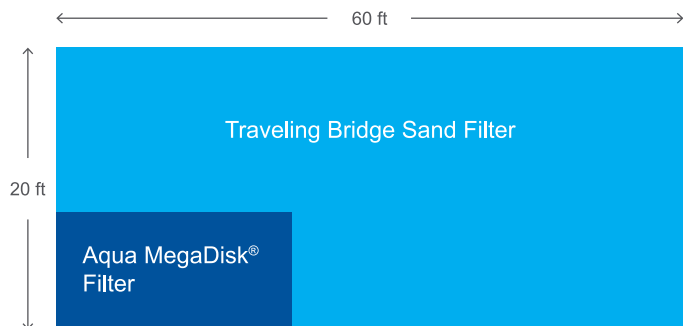
Additional Features and Advantages

- Smallest footprint, operating in 80% less space than sand filters with comparable hydraulic capacity
- Up to 24 disks in a single filter, capable of treating 24 MGD
- Ideal for deep bed sand filter retrofits, new plants or expansions
- Lightweight segments removable without a crane

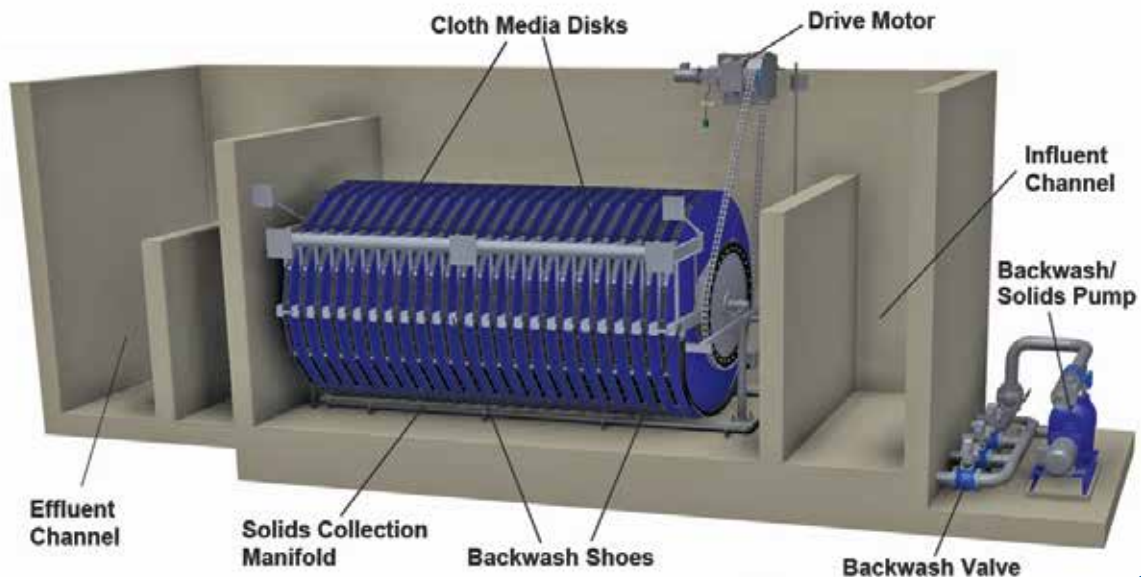


Aqua MegaDisk® (left) compared to AquaDisk® (right).

Footprint Savings Compared to Sand Filters



Internal view of the Aqua MegaDisk®



Configurations

Aqua MiniDisk®

Cloth Media Filter

The Aqua MiniDisk® cloth media filter features all of the same benefits and (3) modes of operation as the original AquaDisk. The configurations are designed to provide economical treatment of smaller flows and easily retrofit into existing traveling bridge sand filters.



The Aqua MiniDisk® cloth media filter is available as packaged unit(s) or concrete basin(s).



The modular design of the Aqua MiniDisk® filter retrofits neatly into existing 9 ft. (2.74 m) wide concrete traveling bridge filter basins, providing more than two times the hydraulic capacity of the original sand filters.

Filter IntelliPro®

Filtration Optimization System

Building from a decade of experience in applying advanced process control, Filter IntelliPro® is a control system for cloth media filters that uses real time data to optimize chemical usage for phosphorus removal prior to filtration. Among its many features, the system includes automatic optimal dose selection for metal salt, polymer, and pH control.

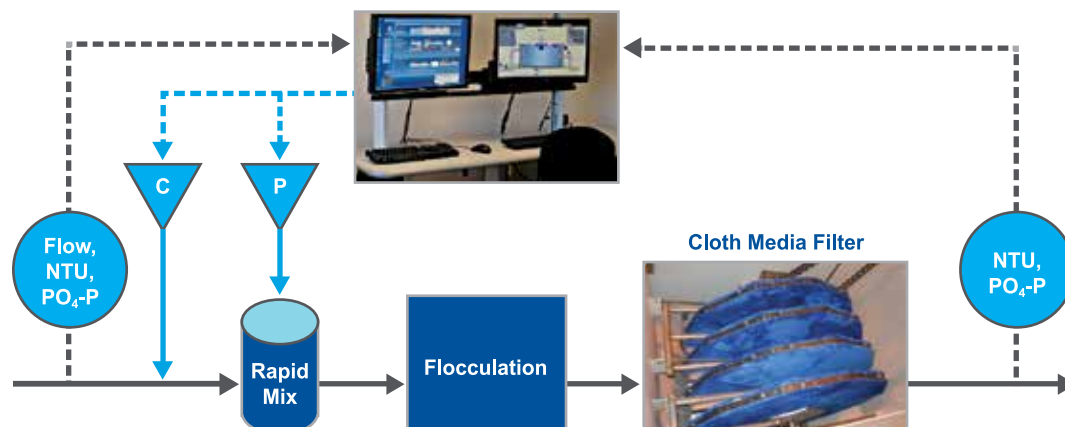
System Features

- PC with IntelliPro software developed by Aqua-Aerobic Systems, Inc.
- Network settings to allow communication between the instruments, the PLC and the PC
- Process, instrumentation and software on-site training

System Advantages

- Chemical savings through load based control
- Automatic chemical dose response curves replace jar testing
- Improved process reliability using real time information
- Multi-point analysis of key process parameters

IntelliPro® System Layout for Ultra-Low Phosphorus



AquaDiamond®

Cloth Media Filter

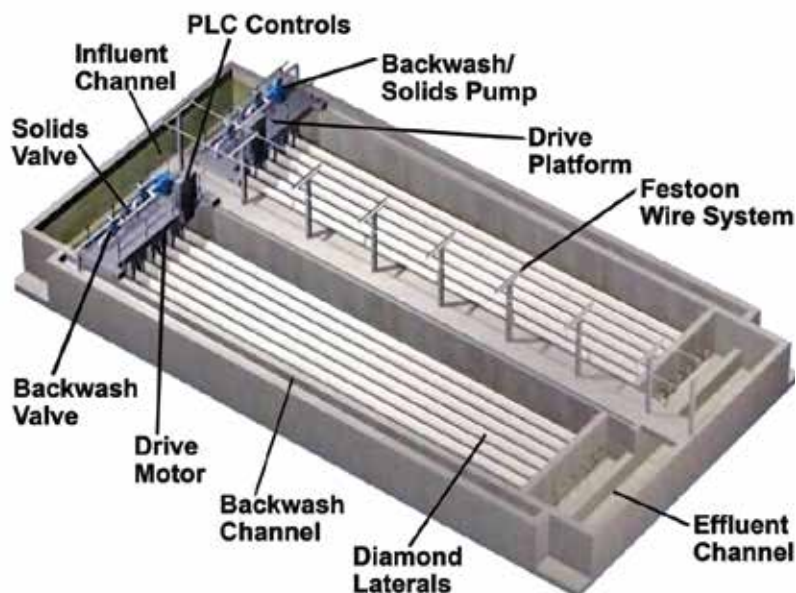
The AquaDiamond® cloth media filter is a unique combination of two proven technologies: traveling bridge and cloth media filters. The result is two to three times the flow capacity of a traveling bridge filter within an equivalent footprint, making it ideal for sand filter retrofits. The unit features all of the same benefits and (3) modes of operation as the AquaDisk but with vertically oriented diamond laterals and a traveling platform.

Additional Features and Advantages

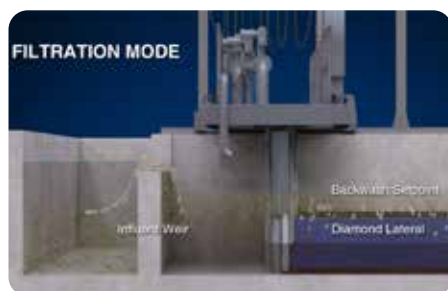
- Up to eight diamond laterals per unit
- Fits neatly into existing traveling bridge filter profile with minimal civil work
- Variable speed drive platform and backwash pump provide immediate response to influent solids excursions
- Advanced drive and tracking system prevents misalignment



An AquaDiamond® filter with Microfiber cloth polishes phosphorus to < 0.1 mg/l.



Modes of Operation



Filtration Mode

- Inlet wastewater enters the filter
- Cloth media is completely submerged
- No moving parts
- Solids deposit on outside of cloth media forming a mat as filtrate flows through the media
- Flow enters the filter by gravity and filtrate is collected inside the diamond laterals and discharged
- Heavier solids settle to the basin floor



Backwash Mode

- Periodic backwashing is initiated by increased headloss due to solids deposits
- The platform traverses the length of the cloth media diamond laterals during backwashing
- Backwash shoes contact the media directly and solids are removed by vacuum pressure using the backwash pump
- The platform only operates during backwash and solids collection



Filtrate Collection and Discharge

- Heavier solids on the tank bottom are removed on an intermittent basis
- Small suction headers collect and discharge settled solids
- The backwash pump is utilized for solids removal

High Solids Applications

Primary Filtration and Wet Weather Treatment

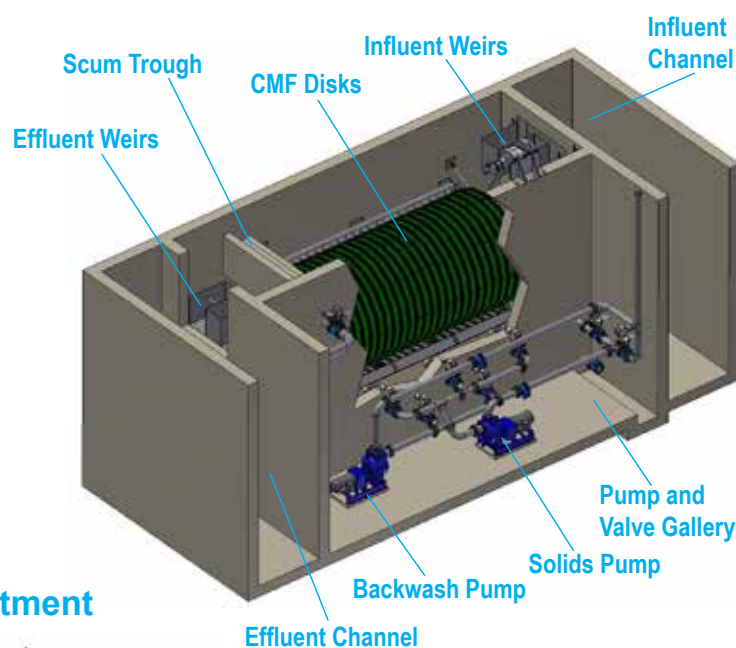
AquaPrime®

Cloth Media Filter

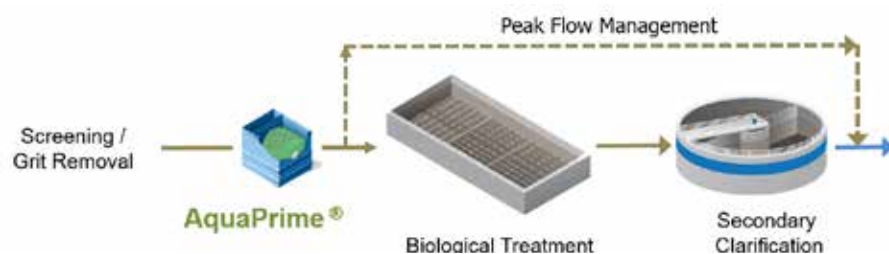
The AquaPrime® cloth media filter is ideal for primary wastewater treatment due to its proven removal efficiencies. The main advantages include extremely small footprint, reduced energy costs in the secondary process due to a reduction in organic loading and more solids for increased gas production in anaerobic digesters for primary applications.

AquaPrime® Features and Advantages

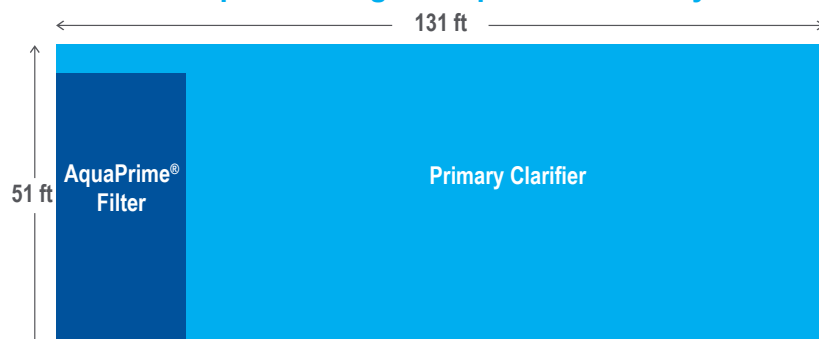
- Vertically oriented cloth media disks reduce required footprint to 15% to 20% of primary clarification
- Provides enhanced solids and BOD removal resulting in:
 - Less aeration energy for secondary process due to reduced organic loading
 - More solids for increased biogas production in anaerobic digesters
 - Increased capacity in existing secondary process basin
- Three methods of solids removal with specifically designed floatable, filtration and solids removal zones
- Dual use applications of advanced primary treatment and wet weather treatment
- Major capital construction savings



Flow Diagram for Advanced Primary Treatment



80-85% Footprint Savings Compared to Primary Clarifier



Linda County Water District, Olivehurst, CA

- Primary Filtration Application
- TSS removal greater than 75%
- BOD removal up to 60%

AquaStorm® Cloth Media Filter

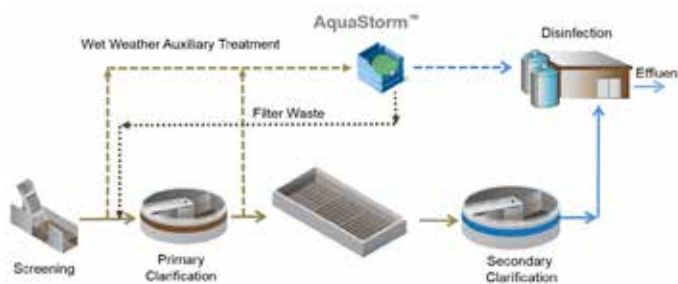
The AquaStorm® cloth media filter features a similar mechanical configuration as the AquaPrime® filter, as well as offers inherent advantages related to wet weather treatment for stormwater, Combined Sewer Overflow (CSO) and Sanitary Sewer Overflow (SSO), including the ability to be configured for dual-use applications for tertiary and wet weather operation. Also, differences in controls specifically designed to handle intermittent operation and need for lower effluent requirements for wet weather applications.

AquaStorm® Features and Advantages

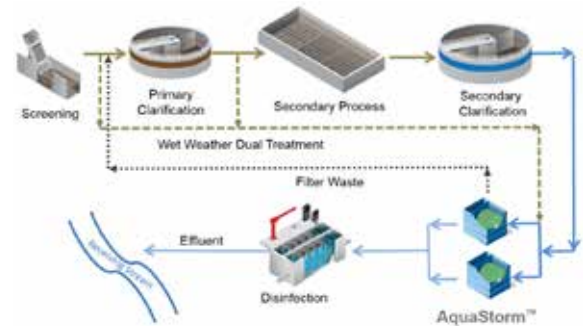
- High quality effluent similar to secondary standards
- Use with or without chemical, depending on site-specific effluent water quality requirements
- Can be configured for dual-use application for tertiary or wet weather operation
- Simple start-up and shutdown with unattended operation for remote locations
- Provides the treatment facility with resiliency during wet weather events
- Maximizes the wet weather flows to be treated
- Protects the biological portion of the facility
- Can be used at remote CSO/SSO sites
- Improves disinfection of wet weather flows

Flow Diagrams for Wet Weather Treatment

Side Stream



Dual Treatment



Modes of Operation

The AquaPrime® and AquaStorm® cloth media filtration system operates on four (4) modes of operation: **FILTRATION, BACKWASH, SOLIDS WASTING** and **FLOATABLE WASTING**.



Filtration Mode

- Inlet wastewater enters filter by gravity
- Cloth media is completely submerged and stationary
- Solids deposit on outside of cloth media forming a mat as filtrate flows through the media
- Filtrate is collected inside the disks and discharged
- Heavier solids settle to the tank bottom
- Tank liquid level rises



Backwash Mode

- Solids are backwashed at a predetermined liquid level or time
- Backwash shoes contact the media directly and solids are removed by vacuum pressure using the backwash pump
- 2 to 8 disks are backwashed at a time
- Disks rotate slowly
- Filtration is not interrupted
- Backwash water is directed to the waste handling facility or headworks (AquaStorm)



Solids Wasting Mode

- Heavier solids are collected in the hoppers and are removed on an intermittent basis
- After a preset number of backwashes, a solids wasting occurs
- Backwash/Solids Pump provides suction to the solids collection manifold for wasting of settled solids
- Solids are pumped back to the waste handling facility or headworks (AquaStorm)



Floatable Wasting Mode

- Floatable scum is allowed to collect on the water surface
- After a preset amount of time, the water level is allowed to rise above the preset floatable setpoint
- As the water level increases, floating scum is removed by flowing over the scum removal weir
- Scum wasting water is directed to the plant's waste handling facility

Cloth Media Filtration

Mobile Pilot Systems

Technology pilot demonstrations can be beneficial to wastewater treatment plants by providing a snapshot of essential process operating conditions and allowing the customer to interact with the technology and Aqua-Aerobic personnel. OptiFiber cloth media filter pilot systems provide customers with the most comprehensive on-site testing and analytical services available. Our unique approach is designed to provide prompt operational feedback, allowing immediate fine-tuning of parameters for the most effective pilot/demonstration experience.



Fully Equipped Laboratory



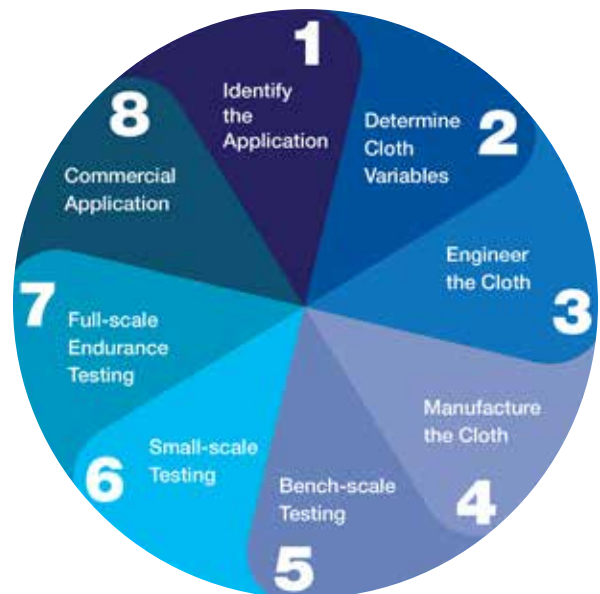
Mobile Primary Filtration Pilot System

Aqua-Aerobic Research & Technology Center

In 2011, Aqua-Aerobic Systems, Inc. in partnership with the Rock River Water Reclamation District (Rockford, IL) built a new Research & Technology Center at the District's central treatment plant. The facility was constructed for the purpose of conducting applied research and demonstration of new products and processes for treating wastewater. The Center is integral in developing and testing cloth filtration media for future commercialization and application, both domestically and internationally.



Customers visit the R&T Center as part of the technical seminar program.



OptiFiber® media development: an eight step, three year process



All Aqua-Aerobic® cloth media filtration products offer a "green" advantage including lower energy consumption and reduced water usage.

Application Profiles



Municipal Recycle/Reuse

- Hundreds of installations
- Title 22 approved
- Multiple cloths capable of producing effluent below 1.0 NTU



Phosphorus Removal

- Achieve phosphorus removal below 0.075 mg/l
- Depth of filtration means less chemical/flocculation and energy



Traveling Bridge Filter Retrofits

- 2-3 times hydraulic capacity within existing footprint
- Minimal mechanical components and no civil changes



Deep Bed Filter Retrofits

- 3-4 times hydraulic capacity within existing footprint
- Minimal mechanical components and no civil changes



Industrial

- Robust cloth media handles high industrial solids
- Applied in several industrial applications including: Energy, Food/Beverage, Textile and Pharmaceutical



Large Flows

- Ideal application for Aqua MegaDisk® and AquaDiamond® filters
- Smallest footprint when compared to hydraulic capacity
- Experience in large flow filter designs over 50 MGD



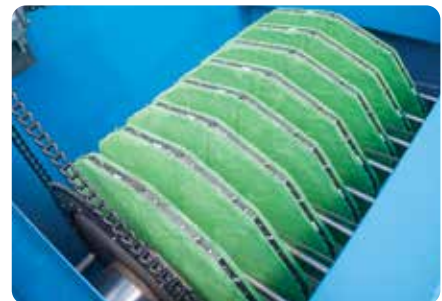
Power and Energy

- Removes coal ash and coal fines from runoff or wastewater streams
- Reduces TSS and NTU for process water
- Provides reuse water for cooling



Stormwater/CSO/SSO

- Effectively removes TSS without chemicals
- Easily accommodates varying flows
- Can provide tertiary treatment between rain events



Primary Filtration

- Reduce organic load to secondary process
- Lower energy consumption
- Replace existing primary clarifiers
- Increased biogas production

Since 1969, Aqua-Aerobic Systems, Inc. has led the industry by providing advanced solutions in water and wastewater treatment. As an applied engineering company serving both municipal and industrial customers, we work collaboratively with consulting engineers, owners, plant managers, and operators to design and manufacture the best treatment solution with the lowest lifecycle cost.

Providing **TOTAL** Water Management Solutions

Aeration & Mixing

Biological Processes

Filtration

Oxidation & Disinfection

Membranes

Controls & Monitoring Systems

Aftermarket Products and Services

Cloth Media Filtration Featuring OptiFiber® Pile Cloth Media

Visit our website at www.aqua-aerobic.com to learn more about the Cloth Media Filtration
Featuring OptiFiber® Pile Cloth Media and our complete line of products and services.



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A Metawater Company

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The information contained herein relative to data, dimensions and recommendations as to size, power and assembly are for purpose of estimation only. These values should not be assumed to be universally applicable to specific design problems. Particular designs, installations and plants may call for specific requirements. Consult Aqua-Aerobic Systems, Inc. for exact recommendations or specific needs. Patents Apply.



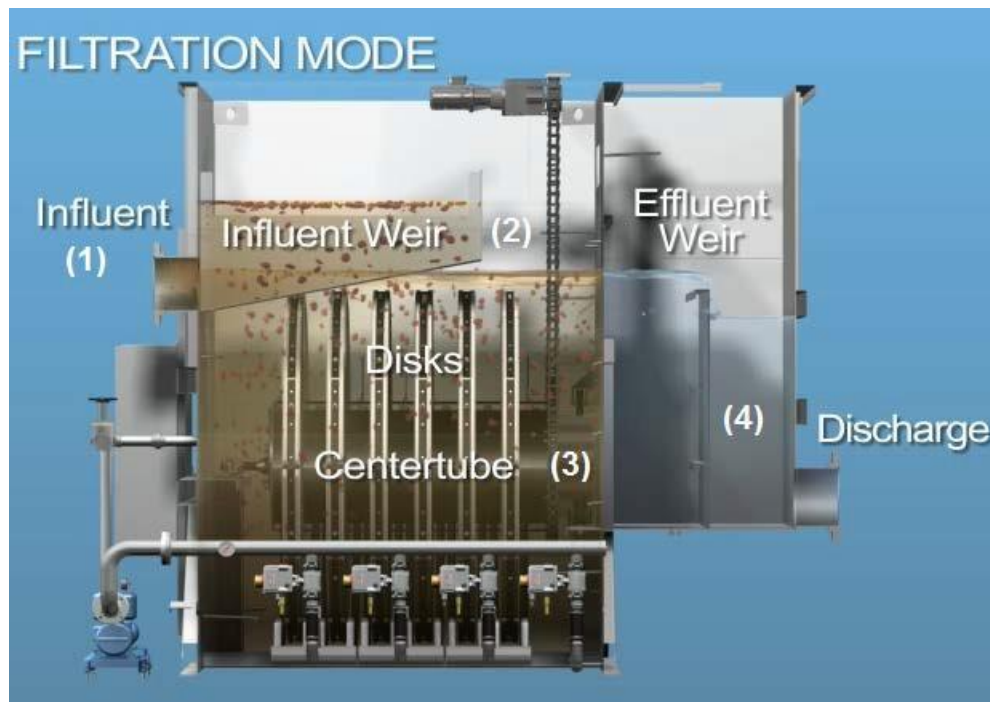
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AquaDisk® Cloth Media Filter Operational Description

The AquaDisk® Cloth Media Filter is a complete system for continuously removing particulates from a flow stream. The system's operational strategy consists of three modes: Filtration, Backwash, and Solids Wasting. A programmable logic controller (PLC) based control system provides for automatic operation of all process modes.

Filtration Mode

The influent pipe (1) routes flow to the filter basin (2), where filtration occurs. The filter basin contains a series of circular disks covered with a unique pile cloth media. As water passes through the media via an outside-in flow path, some particulates are removed and stored within the pile cloth media while others are deposited on the pile cloth media surface. Filtered water, or filtrate, is collected in a centertube (3) and flows, via gravity, over the effluent weir and into the effluent chamber (4) prior to discharge. It is important to note that during filtration, the disks do not rotate.



Normal Operation

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Aeration & Mixing | Biological Processes | Filtration | Membranes | Process Control & Monitoring | Aftermarket Parts & Services

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AquaDisk® Cloth Media Filter Operational Description

Page 2 of 5

Backwash Mode

As the amount of particulates on and within the pile cloth media increases, the static pressure required to pass water through the pile cloth media increases. This results in an increased water level within the filter basin and increased differential pressure on the pile cloth media. Upon reaching a specific basin level or elapsed time period, the backwash mode will be automatically initiated to clean the pile cloth media.

Solids are backwashed from the pile cloth media surface by liquid suction through backwash shoes (5) positioned on both sides of each disk. These spring loaded backwash shoes contact the pile cloth media to provide the necessary suction for optimum cleaning efficiency. During backwash, disks are cleaned in multiples of two, unless the filter has only one disk. The disks rotate slowly while a backwash/waste pump (not shown) draws filtered water from the centertube through the pile cloth media on an inside-to-outside, or reversed, flow path. This provides effective cleaning of the pile cloth media over the entire disk. By the end of the backwash cycle, the basin water level returns to its normal operating level. Backwash water is typically directed to the headworks.

Filtration continues while the filter is in backwash mode. This feature allows continuous filtration while maintaining efficient filter performance.



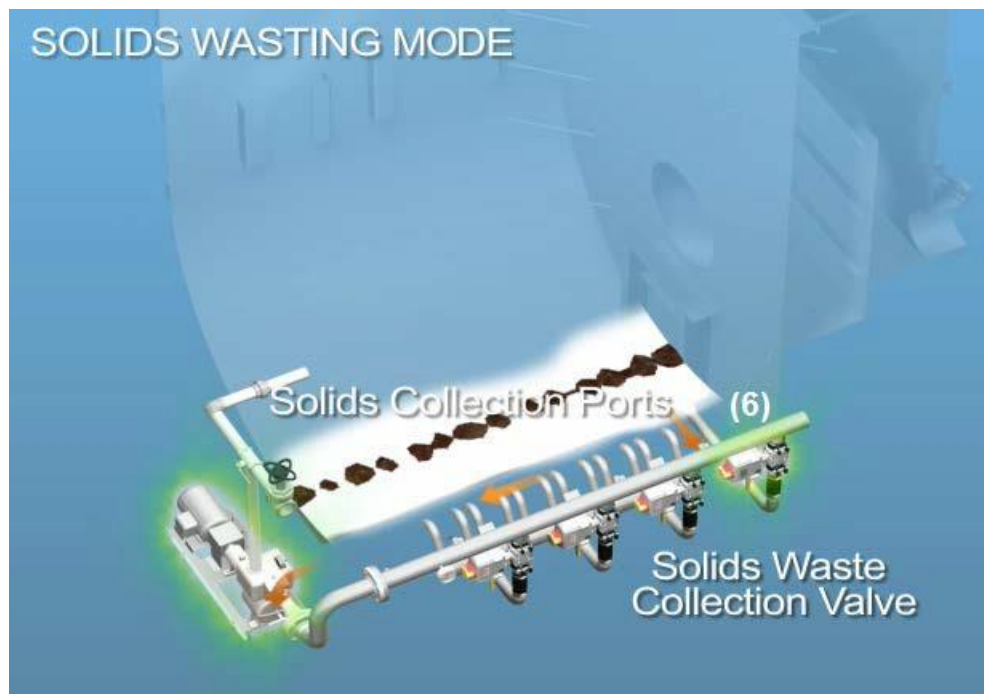
Backwash Shoes Clean Media

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Solids Wasting Mode

A quiescent environment during filtration, combined with the outside-in filtration flow path, allows heavier particulates to settle to the bottom of the filter basin. Upon reaching a specific number of backwash cycles performed, or an elapsed time, the solids waste mode will be automatically initiated. The solids waste mode utilizes the backwash/waste pump to provide suction of the settled solids through a perforated solids collection manifold (6). Since solids wasting occurs immediately after a backwash cycle is completed, the backwash/waste pump remains on during the backwash-to-solids waste mode transition. The solids are pumped on an intermittent basis, typically to the headworks.

Filtration continues while the filter is in solids waste mode. This feature allows continuous filtration while maintaining efficient filter performance.



Settled Solids Removal

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AquaDisk® Cloth Media Filter Operational Description

Page 4 of 5

Control System

AquaDisk filter operation is automatically controlled by a programmable logic controller (PLC). For multiple filter installations, the PLC based control systems are networked with the SCADA for monitoring or intercommunication purposes.

PLC Equipment Description

The PLC system monitors, regulates and sequences all automatic functions. PLC inputs are via 16 point (120 VAC) discrete or 8 point (4-20mA) analog input modules, while outputs are via 16 point discrete (Relay) or 4 point (4-20mA) analog output modules. In the case of a power loss, the system will resume operation at the point from where they left off as soon as power is restored. On power-up, any multiple motor starts will commence at 10-second intervals. The PLC processors are equipped with a battery to provide ladder program and data table memory support in case of a power failure.

Automatic Operation

PLC systems allow the AquaDisk filter system to perform all the standard functions and provide maximum flexibility for variation in control strategies. Aqua-Aerobic Systems, Inc. provides all standard and customized programs through our in-house Electrical Engineering group. For the AquaDisk filter, these systems are level based with time overrides. They also provide a complement of fully adjustable set points in addition to filter system monitoring.

Manual Override

Aqua-Aerobic Systems control panels are equipped with Hand/Off/Auto motor switches that will allow for switching the respective hand switch from auto to the desired position to operate any motor independent of the current PLC command.

Local Operator Interface Panel

Each PLC control panel is equipped with a Panelview Plus Human Machine Interface (HMI) unit manufactured by Allen-Bradley. The operator interface unit features a color LCD touch screen display and communicates directly to the PLC. This HMI unit will allow the changing of counter and timer values to adjust the various plant controls. The ability to monitor basic system status throughout the plant is also provided at this unit.

This display contains various display pages used to provide the operator with filter status and alarm information. There are also pages from which the operator enters changes to process variables and timers to control the automatic sequencing.

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Interface Operation

Some of the various screens available through the local operator control panel are listed below:

- System status
- Backwash interval/duration adjust
- Sludge waste interval/duration adjust
- Elapsed time meters and totalizers (motors and process)
- Backwash interval history
- Alarm display
- Alarm history

Controls Programming Documentation

As a standard procedure, Aqua-Aerobic Systems will provide a written control strategy with the equipment submittal information. In addition to the control strategy, we can also provide the PLC programming documentation for onsite troubleshooting purposes. Due to the proprietary nature of the program, a confidentiality agreement is necessary if this information is provided.

Aqua Service

Programs, Parts and Cost Saving Solutions



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A Metawater Company

Aqua Service

Programs, Parts and Cost Saving Solutions

From process start-up to aftermarket products and services, Aqua-Aerobic® Customer Services provide you with the experience and expertise required to ensure your plant is operating at optimum efficiency.

Whether you need technical support at 2:00 a.m., specialized operator training or critical parts shipped overnight, Aqua-Aerobic Systems has the team of dedicated customer service personnel and a national network of experienced field technicians that are available to service your needs - 24/7.

Valued customers have come to know that when you purchase from Aqua-Aerobic Systems, you are gaining a partner for the life of your plant.

Training and Education



- Mechanical, process or maintenance related
- Factory or on-site training available
- Earn PDH credits
- Learn from the experts

Rental & Lease Programs



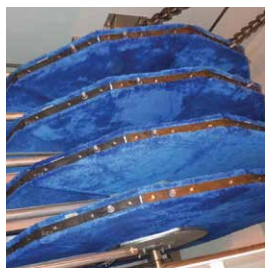
- Affordable alternative to purchasing new equipment
- Short or long term options
- New & reconditioned units
- Programs tailored to meet your needs

Rehab & Upgrades



- Economical option versus replacing with new system
- Professional analysis by our qualified technicians
- Recommended solutions that fit your budget

Replacement Parts



- SpareCare® original OEM parts
- Fast shipment from stocked inventory
- On-site installation assistance

Maintenance Programs



- Designed to extend equipment life
- Reduces or eliminates downtime
- Lowers overall operating costs

Rental Filter Units



- Package AquaDisk® cloth media filter units
- Temporary municipal or industrial filtration
- Low monthly rental rate
- Start-up and training available



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Section 4.D Spare Part Lead Times and Service Center Details

While there are no components of the AquaDisk system that have a service life of less than 2 years, for typical spare parts for wear and tear items, including cloth media socks and frame segments (8 year life) and centertube seals (10 year life), the typical lead time for shipment is 1 week after the order is placed.

One example of this lead time being met on time or in a shorter time is Rainbow City WWTP, AL. An order for a replacement 2" valve and actuator was requested on April 7th, 2025. The order was then placed on April 8th, with a quoted ship date of April 15th. However, AASI was able to ship out the replacement valve and actuator on April 9th, almost 1 week earlier than quoted.

The plant contact information for reference (as required in 2.C of the evaluation Criterion) is listed below:

Rainbow City WWTP
1540 Sutton Bridge Rd.
Rainbow City, AL 35906
USA

Contact: Jason Minshew
Phone Number: 256-312-9990

The location of the nearest service center to the Riverbank WWTP is at 3825 Hopyard, Suite #195, Pleasanton, CA 94588. There are currently 8 assigned employees at the facility. Additionally, there are a number of technicians located across the country that are available to provide start-up and troubleshooting services. Please note that while we try to assign a field service technician that is close to the plant, many times the first available technician is assigned to the job. For additional locations of technicians, please see the map below.

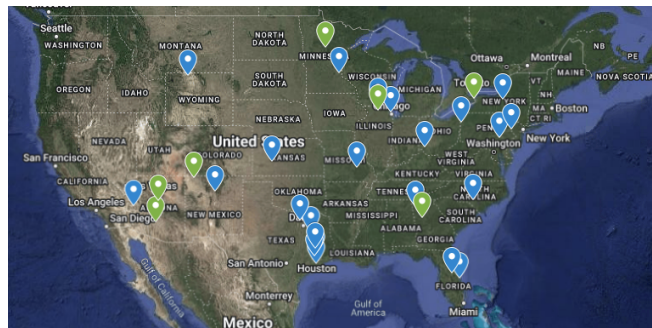


Figure 1: Field Service Technician Locations

SECTION 46 61 44
CLOTH MEDIA FILTRATION SYSTEM

PART 1 GENERAL

1.01 SUMMARY

A. Scope of Section:

-  1. Tertiary cloth media filtration system in concrete basins for filtration of secondary wastewater effluent in preparation for ultraviolet disinfection to meet California Code of Regulations (CCR) Title 22 requirements. The Seller shall furnish a complete cloth media filtration system, as specified herein.
-  2. All mechanisms and components that are required to complete a functional cloth media filtration system including, but not limited to, basin mounting brackets and hardware, center tube assemblies with discs and filter cloths, drive assemblies, backwash system including pumping, sludge discharge assemblies, instruments, electrical controls, and local control panels for each disc filter, and all appurtenances necessary for a complete and operational assembly, whether specifically mentioned in this Section or not, as required for installation, including field testing and instructing the regular operating personnel in the care, operation, and maintenance of all equipment.
-  3. The Seller is responsible for final process, controls, and equipment engineering design, including all sizing, selection, procurement, and integration required for the cloth media filtration system in accordance with the Specifications as described herein.

B. Equipment List:

- 1. Equipment included as part of this specification:
 -  a. Cloth media disc filters (configuration per Manufacturer)
 -  b. Backwash system including pumps and valves (configuration per Manufacturer)
 -  c. Associated filter control panels, instrumentation, and appurtenances, as specified herein
 -  d. Fixed flow control mechanisms, such as weirs, and associated control instrumentation for influent into the basin and/or effluent and overflow from the basin (configuration per Manufacturer)
 -  e. Electrically actuated effluent channel isolation gate and associated control instrumentation as specified herein
 -  f. Associated spare parts as specified herein

1.02 RELATED SECTIONS

- A.** This Section contains specific references to the following related sections. Additional related Sections may apply that are not specifically listed below.

 01 11 80 Environmental Conditions

- ✓ 01 73 24 Design Requirements for Non-structural Components and Non-building Structures
- ✓ 26 05 00.01 Common Work Results for Electrical
- ✓ 26 09 17 Electrical Controls and Relays
- ✓ 40 67 01 Control System Equipment Panels and Racks – Vendor PKG
- ✓ 43 05 11 General Requirements for Equipment
- ✓ 43 05 21 Common Motor Requirements for Equipment

1.03 REFERENCE STANDARDS

- ✓ A. This Section contains references to the following documents. Those documents are a part of this Section as specified and modified. In the event of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.
- ✓ B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Request for Proposals (or on the effective date of the Procurement Agreement if there were no Request for Proposals). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
CCR Title 22	California Code of Regulations Title 22
UL 508	Industrial Control Equipment
UL 508A	Industrial Control Panels
CEC	California Electrical Code (California Code of Regulations Title 24, Part 3)
UL 67	Panelboards
UL 489	Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit Breaker Enclosures
NEMA 250	Enclosures for Electrical Equipment (1000 volt Maximum)
NEMA ICS-1	General Standards for Industrial Controls and Systems
NEMA ICS-2	Industrial Control Devices, Controllers, and Assemblies
NEMA WD-1	General Requirements for Wiring Devices

1.04 DEFINITIONS (NOT USED)

1.05 ADMINISTRATIVE REQUIREMENTS (NOT USED)

1.06 SUBMITTALS

- ✓ A. Provide the following minimum documentation per Section 01 33 00 - Submittal Procedures.
- B. Action Submittals - Preconstruction: Submit the following prior to construction of this element of the Work.
 - ✓ 1. A copy of this specification section with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations.

Checkmarks (✓) shall denote full compliance with a paragraph as a whole. Deviations shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Include a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
 - ✓ 2. Completed Unit Responsibility Certification, Form 43 05 11-C as found in Section 01 91 10 – Reference Forms, attesting that the Contractor has assigned, and that the Manufacturer accepts unit responsibility in accordance with the requirements of this Section and Section 43 05 11 – General Requirements for Equipment. No other submittal material will be reviewed until the certificate has been received and found to be in conformance with these requirements.
 - ✓ 3. Vendor process and instrumentation diagrams related to the submitted equipment. Failure to include copies of the relevant drawings with the submittal shall be cause for rejection of the entire submittal with no further review.
 - ✓ 4. Equipment literature, cut sheets and data sheets for all equipment supplied under this Section.
 - ✓ 5. Performance calculations proving compliance with the performance requirements specified at the initial maximum design flow and future maximum design flow. Calculations must include the following elements: Inputs and Assumptions, References utilized (includes codes, standards, drawings, specifications, or reports, the analytical method and computations), results of analysis, requirements for conclusion acceptance, final determination of conclusion acceptance.
 - ✓ 6. Dimensional drawings for the equipment supplied under this Section. In addition to dimensional information for the equipment specified, these drawings depict the location, size, and quantity of connection points, including anchor holes, and sizes for piping, electrical, and instrumentation.
 - ✓ 7. Weights of equipment and major components.
 - ✓ 8. Information regarding materials of construction for all equipment supplied under this Section.
 - ✓ 9. Shop coating systems, including descriptive technical catalog literature and specifications.
 - ✓ 10. Process Guarantee as specified in Article 1.09.

- ✓ 11. Anchorage calculations by Contractor demonstrating compliance with the requirements of Section 01 73 24 – Design Requirements for Non-Structural Components and Non-Building Structures. Calculations provided require Seal and Signature by Engineer registered in the State of California. Calculations must include the following elements: Inputs and Assumptions, References utilized (includes codes, standards, drawings, specifications, or reports, the analytical method and computations, results of analysis, requirements for conclusion acceptance, final determination of conclusion acceptance.
- ✓ 12. Seismic certificates: provide manufacturer's seismic certification that the submitted equipment is constructed to withstand the design seismic event and function after experiencing the design seismic loading, in accordance with Section 01 73 24 – Design Requirements for Non-Structural Components and Non-Building Structures.
- ✓ 13. Spare parts list.
- ✓ 14. Special shipping, storage and protection, and handling instructions.
- ✓ 15. Factory Testing Plan including proposed data collection and reporting procedures.
- ✓ 16. Electrical elementary diagrams, internal connection diagrams, and external interconnection diagrams. Connection diagrams shall depict point-to-point wiring and must show terminals and devices as viewed by the staff in the field; wireless or wire schedule types are not acceptable.
- ✓ 17. Catalog data on all ancillary electrical components, including limit switches, instruments range and settings for indicators, timers, and other related devices.
- ✓ 18. Control panel drawings including the following:
 - ✓ a. Fabrication details and placement of operator interface devices and associated elements.
 - ✓ b. Scale drawings showing dimensions and location of panel-mounted devices, doors, louvers, and subpanels, internal and external.
 - ✓ c. Construction details showing panel NEMA rating, enclosure dimensions, panel configuration (e.g., type of mounting), panel material, internal backplane dimensions, detailed cable configuration and protocol configuration, and other construction details.
 - ✓ d. Instrumentation and control components schedule including item number, tag designations, nameplate inscriptions, instrument scale, and any other special information and remarks required for clarity.
 - ✓ e. Bill of materials indicating item identifier, tag number, description, model number, and quantity.
 - ✓ f. Construction notes including panel wire color schemes, wire and terminal block numbering, and labeling scheme.
 - ✓ g. If a PLC is included, PLC-related items such as input/output (I/O) type and address, PLC rack number, PLC slot number, PLC point number, PLC number, the Manufacturer of the PLC equipment, and part numbers.
 - ✓ h. Shop painting systems, including descriptive technical catalog literature and specifications.
- ✓ 19. Control sequence descriptions for equipment control and external interface requirements which would be provided if controls were provided by Manufacturer as a package system (either hardwired or PLC-based) which meets specified requirements herein. Include recommendations for operation and safety interlocks if required. The control sequence descriptions shall be provided in non-technical terms

using clear sentence structure that includes sequence of events, interlocks, action on fault conditions, set points for alarms, and process ranges.

- ✓ 20. Total connected power as well as calculated power consumption to deliver design treatment at current and future flows under specified design conditions per Article 2.03.
 - ✓ 21. Memory map for PLC registers, coordinate with System Integrator for formatting.
 - ✓ 22. Control narratives and graphics screens.
 - ✓ 23. Hydraulic calculations demonstrating projected head loss and hydraulic characteristics including methods for how active filtration area was calculated.
 - ✓ 24. Title 22 Conditional Approval letter.
 - ✓ 25. Manufacturer's operation and maintenance information in accordance with Section 01 91 10 Form 01 78 23-A.
 - ✓ 26. Manufacturer's experience statement.
- ✓ C. Action Submittals - Construction: The following shall be submitted during construction of this element of the Work.
- 1. Operations and Maintenance Manuals (including Warranty) in accordance with Section 01 78 23 – Operation and Maintenance Data.
 - 2. Factory Test Reports
 - 3. Field Testing Plan
 - 4. Field Test Reports
- ✓ D. Informational Submittals: Not Used.
- ✓ E. Closeout Submittals: The following minimum submittals shall be submitted for inspection.
- 1. Provide final /as-built electronic programmable logic controller (PLC) and operator interface terminal (OIT) files in unlocked and unencrypted native machine-readable format for all programs and configurations developed under this contract. Incorporate any changes made during or after factory testing in the final documentation and electronic O&M manual.
 - 2. Final Operations and Maintenance Manuals (including final Warranty documents) in accordance with Section 01 78 23 – Operation and Maintenance Data.
 - 3. Manufacturer's Installation Certification, Form 43 05 11-A as found in Section 01 91 10 – Reference Forms.
 - 4. Manufacturer's Instruction Certification, Form 43 05 11-B as found in Section 01 91 10 – Reference Forms.
 - 5. Manufacturer's Operations Certification, Form 43 05 11-D as found in Section 01 91 10 – Reference Forms.

1.07 QUALITY ASSURANCE

A. Unit Responsibility:

- ✓ 1. Assign unit responsibility, as specified in Section 43 05 11 – General Requirements for Equipment, to the cloth media filtration system Manufacturer for the motor drives, pumps, backwash and solids waste valves, level transmitter, control systems, and all other ancillaries specified in this Section.

- B. Manufacturer's Field Representative's Experience
- ✓ 1. Manufacturer's Field Representative shall have at least 5 years of experience installing and commissioning cloth media filtration systems.

1.08 SHIPMENT AND STORAGE

- ✓ A. Ship and store products in accordance with Section 01 65 00 – Product Delivery Requirements.
- ✓ B. Provide the Contractor with detailed recommendations and instructions for product storage.

1.09 WARRANTIES

- A. Standard Product Warranty:
 - ✓ 1. Provide a warranty for the equipment specified under this Section in accordance with the General Conditions.
 - ✓ 2. Warranty shall be for a period of 18 months from delivery or 1 year from the date of installation, whichever comes first.

1.10 PROCESS GUARANTEE

- ✓ A. The Manufacturer shall provide a Process Guarantee regarding the performance of all specified equipment, independent of the piece of equipment's local manufacturer representative. The guarantee shall state that each unit shall reliably and continuously produce filter water in accordance with the performance requirements set forth in Article 2.03 and the Acceptance Test set forth in Article 3.03.

PART 2 PRODUCTS

2.01 TYPE

- ✓ A. Cloth media disc filtration system with automatic backwashing system in concrete basins.

2.02 MANUFACTURERS

- ✓ A. The Engineer and the Project Owner believe that the following manufacturers are capable of producing equipment and products which will satisfy the requirements of this Section. This statement, however, shall not be construed as an endorsement of a particular manufacturer or product, nor shall it be construed that a named manufacturer's standard product will comply with the requirements of this Section.
- ✓ B. Candidate Manufacturers include:
 - 1. Aqua Aerobic Systems, Inc., AquaDisk
 - 2. Veolia Water Technologies, Inc, dba Kruger., Cary, NC., Hydrotech Discfilter
 - 3. or Approved Equal

2.03 CONDITIONS/PERFORMANCE/DESIGN CRITERIA

- ✓ A. Equipment furnished under this Section shall be suitable for operation in the conditions described, provide the performance required and with the design criteria specified.
- ✓ B. Environmental Conditions
 - 1. Equipment in this Section shall be subjected to environmental conditions in accordance with Section 01 11 80 – Environmental Conditions.
 - 2. The equipment specified in this Section will be located outdoors, where ambient temperatures will range from 27-degrees Fahrenheit in the winter and 106-degrees Fahrenheit in the summer.
 - 3. The location where this equipment is installed will not be considered a hazardous or explosive environment.
- ✓ C. The cloth media disc filtration system will produce an effluent conforming to Title 22 standards for filtered wastewater and pretreat the wastewater for ultraviolet disinfection.
 - 1. Filtration rate shall not exceed 5 gallons per minute per square foot of surface area.
 - 2. Filter effluent turbidity shall not exceed any of the following:
 - a. An average of 2 NTU within a 24-hour period
 - b. 5 NTU more than 5 percent of the time within a 24-hour period
 - c. 10 NTU at any time.
 - 3. Filter effluent total suspended solids shall not exceed a monthly average of 5 mg/L.
 - 4. Each cloth media disc filter unit shall be able to meet the Design Requirements at the initial maximum design flow and have the capacity to meet the Design Requirements at the future maximum design flow by expanding the number of discs within the same filter units.
- ✓ D. Service Condition:

Service Conditions			
Description	Units	Design Basis	Notes
Fluid Type	–	Secondary Effluent	Post-rapid mixing with alum-based polymer
Fluid Temperature	degree F	60 – 80	

- ✓ E. Operating Conditions:
 - 1. Secondary effluent flow in excess of the maximum cloth media filtration system design flow (initial and future) will be diverted and excluded from entering the filtration system.

**Operating Conditions**

Description	Value
Maximum design flow per unit, mgd	1.6 (initial) 2.3 (future)
Flow range per unit, mgd	0 – 1.6 (initial) 0 – 2.3 (future)
Average dry weather flow per unit, mgd	1.6 (initial) 2.3 (future)
Secondary effluent total suspended solids, mg/L	10 (average) 25 (peak)
Secondary effluent turbidity, NTU	5 - 15

**F. Design Requirements:****Design Requirements at Specified Operating Conditions**

Parameter	Design Basis
Peak Hydraulic Loading Rate at Peak Flow per unit, gpm/ft ²	5
Average total suspended solids over a month based on continuous monitoring, mg/L	≤5
Average turbidity, not to exceed in a 24-hour period based on continuous monitoring, NTU	2
Maximum turbidity, not to exceed more than 5 percent of the time within a 24-hour period based on continuous monitoring, NTU	5
Maximum turbidity, not to exceed at any time based on continuous monitoring, NTU	10
Number of cloth media disc filter units	2 (1 duty, 1 standby)
Number of discs per unit at initial maximum design flow	Per system manufacturer
Number of discs per unit at future maximum design flow	Per system manufacturer
Effective Media Pore Size, microns	10
Disc diameter, feet	Per system manufacturer
Total filter area per disc filter, square feet	Per system manufacturer
Submerged filter area per disc filter, square feet	Per system manufacturer
Disc drive motor hp	Per system manufacturer
Number backwash pumps per unit	1
Backwash pump flow rate, gpm	Per system manufacturer
Backwash pump motor hp	Per system manufacturer

G. Structural Design Requirements

1. Provide equipment in accordance with the structural and seismic requirements of Section 01 73 24 - Design Requirements for Non-Structural Components and Non-Building Structures.

- ✓ 2. Mechanical, instrumentation and control, electrical, nonstructural systems, components, and elements permanently attached to the structure shall be anchored and braced to resist seismic forces. Contractor will design the structural components, seismic attachment, braces, and anchors to the structure for all parts or elements of the mechanical and electrical systems in accordance with Section 01 73 24.

2.04 OVERVIEW OF EQUIPMENT OPERATION

- ✓ A. A brief summary of the equipment operation is provided here.
- ✓ B. The cloth media filtration system shall be constructed in concrete basins and fed a portion of the plant's secondary clarifier effluent. The secondary effluent flows into the filtration system by gravity where it will be routed through the exclusionary cloth media to trap particulate matter based on size. The flow pattern will be from outside the disc into the center of the disc (outside-in) or from the center of the disc to the outside (inside-out). As the filter media becomes clogged by trapped particulate matter and the secondary effluent water level rises, it will reach a predetermined high water setpoint, which will automatically initiate the filter backwash system. Each disc will have a dedicated backwash mechanism that removes trapped particulate matter. The backwash system will discharge the dislodged particulate matter to the plant's drain system. Filtered secondary effluent will be discharged from the filtration system by gravity to the ultraviolet disinfection system. Filter influent and effluent turbidity are continually monitored. When the effluent turbidity exceeds 5 NTU, the influent turbidity exceeds 5 NTU for more than 15 minutes, or the influent turbidity exceeds 10 NTU at any time, the filter effluent channel gate will close automatically and an alum-based polymer will be automatically added into rapid mix tanks upstream of the filter influent channel. Filter effluent will overflow to the plant drain system. Gate opening will need to be initiated by an operator once filter effluent NTU drops below 2 NTU.

2.05 MATERIALS

- ✓ A. Materials specified are considered the minimum acceptable for the purposes of durability, strength, and resistance to erosion and corrosion.
- ✓ B. Manufacturer may propose alternative materials for the purpose of providing greater strength, corrosion resistance or to meet required stress limitations. However, alternative materials must provide at least the same qualities as those specified for the purpose. If alternatives are proposed, the proposals shall be accompanied by documentation supporting the claimed superiority of the proposed substitutions. Engineer shall be the sole decider in the equivalency of alternative materials of construction.
- ✓ C. Materials of construction:

Component	Material
All metal components exposed to or in contact with secondary effluent	Type 316 stainless steel
All metal components not in contact with secondary effluent	Type 316 stainless steel



- D. Where two or more units of similar type are required, provide products of a single manufacturer.

2.06 EQUIPMENT COMPONENTS



A. Design:

1. Cloth media disc filtration system designed to exclude particulate matter in secondary effluent, which has the potential to be rapidly mixed with alum-based polymer, from a secondary-treated wastewater process including oxidation and clarification.
2. Filtration system shall allow, and support equipment shall be provided for, intermittent cleaning of basins and cloth media with sodium hypochlorite solution.
3. Filtration system must be able to automatically restart and resume operation following a loss of utility power without any manual intervention.



B. Filter Basin Mounting and Draining:

1. All mounting brackets and hardware for attaching the filter components to the basin.
2. Manually operated drain valve to accommodate fully draining each filter basin.
 - a. Type: Butterfly



C. Drive Assembly:

1. The drive assembly shall consist of gearbox, drive sprocket, drive chain, and a chain guard. Belt drive systems or systems with multiple drive units per cloth media disc filter shall not be acceptable.
2. Gearbox, motor horsepower, and motor controller may be as recommended by Manufacturer. Refer to Section 43 05 21 for additional motor requirements.
3. Drive sprocket: Nylon.
4. Chain: Acetal or nylon with Type 316 stainless steel link pins.
5. Chain guard: Type 316 stainless steel.



D. Center Tube Assembly:

1. Each center tube assembly shall include a center tube weldment with disc segment rods, driven sprocket, wheel assemblies, and frame and cloth assemblies.
2. Port seal: Include a chlorine resistant Viton V-ring port seal.

E. Cloth Media Disc Assemblies:



1. General

- a. Each cloth media disc filter assembly shall be comprised of multiple individual segments; each consisting of a cloth media supported by a frame.
- b. During filtration, the cloth media disc filter assemblies shall operate in a static condition with no moving parts. Filtered effluent shall be used for backwash.
- c. A drained filter shall have the capability to be brought online by opening the influent isolation device. If the filter design is such that it must be filled with

water before the influent isolation device is opened to prevent damage to the filter media, an automated process that sequentially brings the filter back online with a single switch will be provided by the Contractor to prevent accidental media damage. The automated process shall activate a motorized valve to fill the filter with effluent or other clean water source in not more than five minutes, verify that the filter is full, and open the motorized influent isolation device.



2. Cloth media /frame assemblies

- a. Shall be constructed such that each segment is easily removable from the center housing, without special tools, to allow for removal and replacement of the filter media at the point of installation.
- b. Effluent filtration area is defined as only the portion of the disc that is submerged or actively used during filtration. Any disc area that is not submerged or actively used shall not be considered as effective area.
- c. Each disc shall be divided into multiple segments that shall be easily removable for service.
- d. If the wet weight of the filter disc segment is greater than 50 pounds, a lifting mechanism shall be provided.

3. Cloth media

-  a. Cloth media shall have a nominal filtration rating of 10 microns, be resistant to biofouling, and shall withstand a sodium hypochlorite dosage of 20 milligrams of chlorine per liter. [See section 3.E of this proposal package for the exception to the specification section](#)
-  b. Cloth filter media must have obtained conditional acceptance under California Title 22 regulations.
-  c. Cloth media breaking strength and elongation shall be tested in accordance with ASTM Standard D5035 2R-E method by an ISO certified laboratory specializing in textile testing. Breaking strength shall be in excess of 200 lbf (890 N) in the warp and the weft direction. Elongation shall be less than 10% at 60 lbf (270 N) in the warp and the weft direction.



F. Backwash/Solids Discharge Assembly:

1. The backwash function shall incorporate a pump that forces filtered effluent through the filter media, thereby removing accumulated solids from the media surface.
2. Backwashing shall be initiated by tank water level, timer, or manually through the operator interface.
3. Filtering shall not be interrupted during normal backwashing and solids waste discharge.
4. Each backwash/sludge discharge assembly shall include a backwash system assembly with backwash/sludge collection and disposal systems, an external piping and valve assembly, and a backwash pump with constant speed drive.



G. Flow Control Assembly:

1. Flow through cloth media filter unit shall be by gravity from influent channel into effluent channel.
2. Filter unit shall have means to prevent unfiltered secondary effluent from overflowing into the filtered water effluent channel. Bypass piping provided by others.



H. Anchor Bolts:

1. The Contractor shall provide anchor bolt calculations per Section 01 73 24.
2. Anchor bolts shall be Type 316 stainless steel.

2.07 ELECTRICAL COMPONENTS AND ACCESSORIES



A. Power is available from the plant distribution system at 60Hz and the following voltage configurations: 480V, 3-phase, 3-wire; 480/277 3-phase, 4-wire; and 208/120V, single-phase, 3-wire.



B. Provide power distribution panels to receive plant power and distribute it to all equipment, instruments, and control panels provided. Power distribution panels shall be designed by the manufacturer and shall be per Section 26 05 00.01.



C. Power distribution panels, control panels, and instruments shall be provided by a UL 508A panel shop. Panel shop shall provide integration services to ensure equipment and instrument selection is consistent with the cloth media filtration system provided. Panel shop shall prepare customized, detailed drawings for this project as described herein. Panel shop shall prepare customized, detailed product submittals for approval by the Project Owner prior to procurement or fabrication by the panel shop. Control panel shall be per Section 40 67 01.



D. Panel shop shall determine and suitably mark the short circuit current rating on all panels.



E. Panel shop shall participate in the testing and training described in Part 3 below elsewhere in the specifications.



F. Manufacturer's standard equipment shall be acceptable provided it meets California Energy Code requirements, is appropriately listed, and has North American ratings. Manufacturer's standard panels shall be acceptable as modified to meet the requirements specified herein and in other Sections.

2.08 INSTRUMENTATION



A. Seller shall submit Piping and Instrumentation Diagram (P&ID) in Proposal with all instruments to reflect Seller's design and form a complete, functional filtration system.



B. Seller to provide ancillary devices as required, including solenoid valves, actuators for gates, and safety devices as shown or specified.



C. Seller to provide the appropriate equipment protection devices. This may include overload, over-torque, low/high pressure, etc. Equipment shall be appropriately protected and equipment protections shall be incorporated into the controls system panel provided by Seller.



D. Turbidimeter signal for Secondary Effluent (which flows into the Cloth Media Filtration System) will be available for hardwiring into Seller supplied PLC control panel (or being sent to the Seller Supplied PLC through Ethernet).



E. The following instruments shall be supplied by Seller:

- ✓ 1. All instrumentation required for the following functions:
 - a. Level monitoring (analog), high level switch, alarm
 - b. Backwash pump protection against low flow
 - c. Backwash pump discharge pressure indication
 - d. Backwash pump motor high temperature protection
 - e. Filter effluent turbidity monitoring
- ✓ 2. Instruments shall be as recommended by the Manufacturer.

2.09 CONTROL PANELS

- ✓ A. Control panels shall be furnished by the equipment Seller. Vendor control panel or panels (VCP) shall be provided for each system in accordance with the requirements of this Section, Section 26 09 17 and Section 40 67 01. All necessary components and wiring shall be provided and installed for a complete, functional system.
- B. PLC Control Panel Description:
 - ✓ 1. Control panels shall contain operator control devices, control relays, indicating lights and other panel devices to provide the specified system operation and shown on the P&ID drawings, as specified herein and as required by the applicable project control panel specifications.
 - ✓ 2. Control panels shall include:
 - a. Programmable Logic Controller (PLC) with I/O modules
 - b. Panel mounted Operator Interface Terminal (OIT)
 - c. Ethernet switch
 - d. Any hardwired control logic required
 - e. DVDT output filters where applicable
 - f. Heating, Ventilation, Air Conditioning System
 - g. Uninterruptable Power System
 - h. A panel mounted emergency stop push button

2.10 EQUIPMENT CONTROL DESCRIPTION

- ✓ A. Detailed equipment control description shall be provided by Manufacturer.
- B. Remote Monitoring and Operation
 - ✓ 1. The cloth media filtration system control PLC is connected to plant SCADA/PLC through Ethernet /IP. Vendor shall work with plant System Integrator to develop a list of parameters that will be exchanged between the vendor PLC and plant SCADA system. All alarms, control signals, and status signals shall be communicated to support remote operation of the vendor supplied equipment.

- ✓ 2. Alarms shall be provided to indicate to plant operators that maintenance attention is required or to indicate an extreme alarm condition in which the filtration performance may be jeopardized. The alarms shall include, but not be limited to:
 - a. High Influent Turbidity
 - b. High Effluent Turbidity
 - c. High Basin Water Level
 - d. Low Basin Water Level (as required)
 - e. High disk drive Motor torque/temperature (as required)

2.11 SAFETY ENCLOSURES AND MEASURES

- ✓ A. Provide equipment with removable enclosures to protect personnel against accidental contact with moving parts and prevent dripping in multilevel installations in accordance with the guards and caution sign requirements in Section 43 05 11 – General Requirements for Equipment.

2.12 NAMEPLATES

- ✓ A. Equipment nameplates shall be provided on each item of equipment, including the primary equipment supplied, valves, operators and all other major appurtenances that are part of the scope of supply of this Section. Equipment nameplates shall be engraved or stamped stainless steel and fastened to the equipment in an accessible and visible location with stainless steel screws or drive pins.
- B. Electrical nameplates shall be provided on each electrical item supplied including control panels, motors, and variable frequency drives which are part of the scope of supply:
 - ✓ 1. Provide nameplates for all enclosures containing electrical equipment, including the following information:
 - a. Unique identifier (e.g. LCP-2201) that is based on Buyer assigned tag numbers for equipment, control panels and instruments.
 - b. Functional description of equipment served (e.g. Bar Screen 2)
 - c. Upstream disconnecting means / source of power (e.g. "SOURCE: LP-15 CKT 23")
 - ✓ 2. Provide nameplates for all boxes (including pull, junction, and terminal boxes), including the following information:
 - a. Unique identifier based on Buyer assign tag # for junction /terminal boxes.
 - 1) Maximum operating voltage of conductors contained in the box (e.g. 480VAC, 120VAC, 24VDC, SIGNAL, NETWORK, or FIBER)
 - ✓ 3. Nameplates shall be made from laminated phenolic plastic.
 - a. Black backgrounds with 3/16-inch white letters.
 - b. Fastened using self-tapping stainless-steel screws. Nameplate adhesives will not be permitted on the outside of enclosures.
 - c. Submit abbreviations due to space limitations to Project Owner prior to manufacture.

2.13 EQUIPMENT MOUNTING AND ANCHORAGE

- A. Equipment Anchor Bolts

- ✓ 1. Provide machinery and components sufficient for wind and seismic structural design and anchorage design in compliance with Section - 01 73 24 – Design Requirements for Non-Structural Components and Non-Building Structures.

2.14 COATINGS (NOT USED)

2.15 SOURCE QUALITY CONTROL

- ✓ A. Prior to panel shipping, Factory Acceptance Test (FAT) shall be conducted for Electrical panels and PLC Panel, PLC programming/configuration and OIT graphics.
- ✓ B. The purpose of these tests is to ensure hardware components are installed and function per design, PLC programming and configuration is done per design requirements, and OIT graphics function per design.
- ✓ C. Manufacturer shall submit a FAT Plan to Engineer for review and approval prior to starting the test.
- ✓ D. Factory Acceptance Test shall be witnessed.

2.16 SPARE PARTS

- ✓ A. At a minimum, provide the following spare parts:
 - 1. One set of any tools required for operations and maintenance of all specified systems.
 - 2. Cloth media disc filter frame assemblies for 2 discs.
 - 3. 1 center tube port seal.
 - 4. Spare parts for one backwash/sludge waste assembly including, as applicable, backwash valves and sludge waste valves.
 - 5. 1 backwash pump repair kit, including impeller, wear plate, mechanical seal kit with shaft sleeve.
 - 6. Spare parts for PLC and control panel are detailed in Section 40 67 01.

PART 3 EXECUTION

3.01 INTALLATION

- ✓ A. Manufacturer shall provide the Contractor with detailed recommendations and instructions for installation of the equipment specified in this Section.
- ✓ B. The Contractor will install the cloth media filtration system in strict compliance with the Manufacturer's instructions and recommendations. Contractor will coordinate all installation work with the work of other trades required for a complete and functional cloth media filtration system.
- ✓ C. Attend a pre-installation meeting with the Project Owner to review general procedures, erection and installation instructions, and installation sequence if required by the Contractor.

- ✓ D. Provide Manufacturer's representative inspection of the installation and supervision of any required modifications, additions, or other changes required to allow the Manufacturer to certify that the complete installation is appropriate and is expected to operate as expected.
- ✓ E. Equipment Mounting:
 - 1. Position equipment pad and equipment anchors for final placement of equipment.
 - 2. Use a bolting template to position equipment anchors.
 - 3. Level Mounting Plates to 0.005 inch/foot or less.
 - 4. Pour grout bed supporting each mounting plate.
 - 5. Eliminate grout voids below mounting plate.
 - 6. Tension equipment anchors
- ✓ F. Provide a completed Manufacturer's Installation Certification Form, Form 43 05 11-A, Section 01 91 10 – Reference Forms, for each equipment installation.

3.02 MANUFACTURERS FIELD SERVICES

- A. On-Site Inspections and Training: Provide a factory-trained Manufacturer's representative at the Site for the following activities. Specified durations do not include travel time to or from the Site.
 - ✓ 1. Installation Inspections: Assist, supervise, and inspect the Contractor's activities during installation (Article 3.01). Provide a minimum of 2 days technician time.
 - ✓ 2. System Component and Functional Test Phases Testing and Inspections: Assist, supervise, and inspect the Contractor's activities during the system test phase specified in Article 3.03 and this Section. Provide a minimum of 2 days technician time. Complete Form 43 05 11-A, Section 01 91 10 for each test.
 - ✓ 3. Performance Test Phase Testing and Inspections: Assist, supervise, and inspect the Contractor's and Engineer's activities during the performance test phase specified in Article 3.03 and this Section. Provide a minimum of 2 days technician time.
 - ✓ 4. Training Sessions: Reference Article 3.04 of this Section
 - ✓ 5. Follow-Up Visit: Assist and supervise plant and contractor staff with ongoing observation and maintenance, addressing specific problems, and reviewing startup of the system during the warranty period. Provide a minimum of 2 days supervision.

3.03 COMMISSIONING, TESTING, AND STARTUP

- ✓ A. General
 - 1. Provide Field Testing and Commissioning in accordance with the requirements of Section 01 91 00 - Commissioning.
 - 2. Manufacturer to provide detailed procedures for Field Testing and Commissioning.
 - 3. Provide Field Testing and Commissioning under the direction of experienced and qualified personnel provided by the Manufacturer.
- B. Special Requirements

- ✓ 1. In addition to the Field Testing and Commissioning requirements specified in Section 01 91 00 – Commissioning, perform the following specific field tests.
- ✓ 2. Component Test Phase
 - a. Procedures: Section 01 91 10 Form 01 45 20-A.
 - b. General:
 - 1) Contractor will be responsible for component testing with assistance from Manufacturer as further detailed below.
 - a) Seller shall provide a factory-trained technician to supervise startup and testing of the system.
 - b) Manufacturer shall confirm system operates to the specified requirements.
 - c) If required, repair system to meet requirements at no additional cost to the Project Owner.
 - d) Contractor will provide the required manpower, equipment, and materials needed to conduct all tests.
 - e) Seller shall provide a test plan including test procedure
 - f) Seller shall provide the services of a certified independent laboratory, approved by the Project Owner, to conduct all required laboratory analyses during performance testing, as applicable.
 - g) Notify the Project Owner, in writing, of the proposed dates of functional testing and performance testing not less than two weeks before the proposed start of each test.
- ✓ 3. Functional Testing
 - a. Seller shall submit a Functional Test Plan to Engineer for review and approval at least 2 weeks prior to functional testing.
 - b. Manufacturer's representative shall inspect the following items prior to testing. Once inspected, the Manufacturer's representative shall approve the installation and provide certification that the system components have been installed correctly and are ready for operation.
 - 1) Proper alignment of system components where appropriate.
 - 2) Correct operation of system.
 - 3) Proper connections between components.
 - 4) Satisfactory function of all components.
 - c. Test all alarms to be seen on the OIT/HMI:
 - 1) Test all functions to be monitored by plant control system.
 - 2) Test all functions to be written by plant control system.
 - 3) Test all I/O points to ensure functionality.
 - 4) Test all OITs and PLC control panels.
 - d. Demonstrate the system and related controls operate in accordance with the requirements of this Section.
 - e. Functional Test shall be witnessed.
 - f. If the functional tests do not meet the requirements of this section, adjust, modify, or change the cloth media filtration system as required to meet the requirements.

- g. If the system meets the requirements specified herein, the system will advance to the performance testing.
- h. If, in the opinion of the Project Owner, the functional tests do not meet the requirements specified herein, performance testing will not begin until the supplier has made, at no cost to the Project Owner, such adjustments, changes, and/or additions as necessary to correct the system and demonstrated this by a satisfactory functional test as specified above.

4. Performance Testing



a. General requirements:

- 1) Manufacturer shall attend and participate in the Performance Test and have full access to witness operations/testing and access to relevant data.
- 2) Manufacturer shall submit a Performance Test Plan to Engineer for review and approval at least 2 weeks prior to performance testing.
- 3) The cloth media filtration system, including all ancillary subsystems associated with the cloth media filtration system, shall be tested such that each of the 2 disc filter trains shall independently demonstrate compliance with the required effluent quality.
- 4) Cloth media filtration system stability has been achieved as deemed by Manufacturer and Engineer.



b. The Performance Test shall consist of:

- 1) Test duration of each disc filter of not less than 8 hours.
- 2) Conducted at a range of flow rates up to the maximum for each disc filter, and with influent water quality within the ranges as specified in Article 2.03. Coordinate the addition of any coagulants with the Project Owner in order to achieve the effluent quality characteristics of Article 2.03.
- 3) Unless otherwise approved by Project Owner, only one train shall be tested at a time.



c. Roles and responsibilities:

1) Contractor:

- a) Contractor will be responsible for conducting the performance testing.
- b) Contractor will ensure that all facilities are in proper condition and ready for Project Owner use and operation.
- c) Contractor will be responsible for ensuring that all required polymer is stored and available for testing operations.
- d) Contractor will be responsible for operating all other processes in the water treatment plant which have not completed Commissioning Phase and for disposal of all testing water in accordance with Project Owner requirements.



2) Manufacturer:

- a) Manufacturer shall observe and guide- Contractor's operation of the system to ensure implementation of, and adherence to, the Manufacturer's written Performance Test Plan.



3) Project Owner:

- a) Project Owner will be responsible for coordinating with -Contractor to supply continuous compliant secondary effluent supply to facilitate all performance testing associated with the Process Guarantee.
- b) Project Owner will be responsible for operation of the facilities upon completion of commissioning requirements in adherence to Manufacturer's written operating instruction and written Performance Test Protocol.
- c) Project Owner will be responsible for collection and costs for all samples, carrying out all laboratory analyses or ancillary tests, and furnishing all necessary labor, laboratory equipment, and supplies.



4) Engineer:

- a) Engineer shall be responsible for reviewing submittals from Seller, including but not limited to the Performance Test Plan and all sampling results or other operating characteristics throughout the test periods for any of the ancillary systems, and may also provide witness to any testing associated with the Process Guarantee.



d. Sampling and analysis requirements:

- 1) Sampling requirements in this paragraph represent minimum parameters and frequency of sampling required for the Performance Test. -Contractor and Seller may elect to take additional samples at the cost of the party electing for the additional sampling to be conducted.
- 2) Analytical laboratory procedures will utilize the most recently published edition of Standard Methods for Examination of Water and Wastewater, unless otherwise agreed upon by Manufacturer. All other analyses, data reduction, or tests not specified in that publication or otherwise specified will be carried out using procedures furnished or approved by the Manufacturer.
- 3) In the case of continuous monitoring instrumentation, the -Contractor will ensure that the instrument is calibrated at least once per test period. Calibration reports will be made available to Manufacturer if requested.
- 4)

SAMPLING AND ANALYTICAL PARAMETERS

PARAMETER	UNITS	SAMPLE TYPE	FREQUENCY
Total Suspended Solids, Influent and Effluent	mg/L	Grab ¹	1 hour
Turbidity, Influent and Effluent, NTU	NTU	On-line Analyzer	Continuous Monitoring

1 Hourly grab samples may be combined into a single composite sample for laboratory analysis.

- e. Interpretation of analysis results: Compliance with the performance guarantee will be achieved when for effluent quality:
 - 1) 100% of the test results meet the Design Requirements.



C. Acceptance/Nonacceptance of System

1. If the system meets the performance requirements during the preliminary performance testing specified herein, and the Project Owner has received the executed Warranty Bond specified, the Project Owner and Engineer will recommend the official acceptance/approval of the cloth media filtration system. If the test results do not meet the performance requirements during the preliminary performance testing specified herein, the Project Owner or Engineer shall notify the Seller in writing of the non-acceptable performance.
2. In the case of non-acceptable performance, the Seller shall then have 60 days in which to perform, at the Seller's sole expense, any supplemental testing, equipment adjustment, changes, or additions and request an additional retest of the non-acceptable system.
3. Should the cloth media filtration system fail to meet the requirements of the Specifications or the performance requirements after three attempts, the Seller shall remove the system and replace it with one that will meet the performance requirements.



- D. Following successful Acceptance Testing, provide a Manufacturer's Operation Certification, Form 43 05 11-D, Section 01 91 10 – Reference Forms.

3.04 DEMONSTRATION AND TRAINING



1. Provide training as specified in Section 01 79 00 –Training.
 1. Provide hands-on demonstration and classroom training for all components in accordance with approved Lesson Plans.
 2. Provide a minimum of 2 days classroom and field training. Conduct one training session per week on consecutive weeks to accommodate the shift schedules of operation and maintenance staff.



2. Upon completion of the training activities, the Seller shall provide a Manufacturer's Instruction Certification, Form 43 05 11-B, Section 01 91 10 – Reference Forms.

END OF SECTION

SECTION 00 52 11
PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is by and between the City of Riverbank (herein called Buyer) and Andritz Separation Technologies, Inc. (herein called Seller).

Buyer and Seller, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES.

- 1.01 Seller shall provide all Goods and Special Services as specified or indicated in the Procurement Contract Documents based on the acceptance by Buyer of Seller's Proposal.

ARTICLE 2 - THE PROJECT.

- 2.01 The Project is the City of Riverbank Wastewater Treatment Plant Upgrade to which the Goods and Services provided under this Procurement Contract will be integrated. The Project will provide tertiary treatment and disinfection of the plant influent to meet California Title 22 standards and process biosolids via mechanical dewatering and green house solar drying.

ARTICLE 3 – ENGINEER.

- 3.01 The Procurement Contract Documents for the Goods and Special Services have been prepared by Brown and Caldwell, with address at 11020 White Rock Road Suite 200, Rancho Cordova, CA 95670. who is referred to in the Contract Documents as Engineer.

ARTICLE 4 – PROJECT OWNER AND POINT OF DESTINATION.

- 4.01 The Project Owner is the City of Riverbank. The place where the Goods are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

City of Riverbank Wastewater Treatment Plant
23865 Santa Fe Rd,
Riverbank, CA 95367

ARTICLE 5 – PROCUREMENT CONTRACT TIMES.

5.01 Procurement Contract Times.

Procurement Contract Times and Milestones shall be as indicated in the following table. Procurement Contract Times and Milestone dates are expressed as days from a purchase Notice to Proceed unless otherwise noted.

Milestone Number	Milestone Description	Milestone (days)
1	Seller's First Shop Drawing Submittal to include information to allow Project Owner to progress the process mechanical and electrical instrumentation and control design. Submittal to include as a minimum: process mechanical drawings, P&IDs, electrical one-line diagrams and key equipment drawings for preparation of the General Arrangement Drawings.	42
2	Seller's Second Shop Drawing Submittal to include all Action Preconstruction Submittals.	77
3	Resubmittal of all Action Preconstruction Submittals addressing, to their satisfaction, all Engineer's comments on the First and Second Submittals.	98
4	Notice to Fabricate (by Buyer)	Within 13 weeks of Construction Contract Award to Contractor
5*	Delivery of Goods to jobsite	Date: TBD
6**	Completion of field commissioning services and substantial completion	Date: TBD
7**	Completion of all punch list items and final acceptance	Date: TBD

* Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.

**For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages.

5.02 Schedule Constraints

The Project Owner is executing the upgrade of the City of Riverbank Wastewater Treatment Plant, which includes the addition of secondary treatment, disc filtration and UV disinfection steps on the treatment train and the processing of the biosolids via screw press dewatering and solar greenhouse drying and storage prior to disposal. The Project is currently in the 60 % design phase. The tentative schedule for the completion of the Project is as follows:

- Complete Detail Design: December 2025
- Obtain all Regulatory Approvals: December 2025
- Complete Construction Bidding, Award and Mobilization July 2026
- Complete construction and Commissioning: December 2028

- A. Seller may not proceed with the fabrication of the Goods until Buyer authorizes such action with a Notice to Fabricate.
- B. Seller may not proceed with the delivery of the Goods to the Jobsite until the Buyer authorizes such action with a Notice to Deliver.

Buyer intends to issue the Notice to Fabricate within 13 weeks of the Contractor's Contract Award. Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.

5.03 Liquidated Damages.

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.01 above. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.01. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer the amounts stipulated in the following table:

Milestone Number*	Liquidated Damages**
1,2, 3: (Shop drawing submittals and approval)	No damages
5 (Delivery of Goods to jobsite)	\$500/day
6(Completion of field commissioning services and substantial completion)	\$500/day
7 (Completion of all punch list items and final acceptance)	\$500/day
*For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages. ** The total Liquidated Damages shall not exceed five percent (5%) of the Contract Price. Similar Liquidated Damages shall be assessed by the Buyer to the Contractor.	

- B. Buyer shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Seller, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.
- C. Liquidated damages will accrue to a maximum of 5% of the Agreement price, at which time Buyer shall have the right to terminate the Agreement.
- D. Seller shall be liable for liquidated damages solely to the extent that any delay in performance is directly and exclusively attributable to Seller. In the event that any

portion of such delay is caused, whether in whole or in part, by Buyer or any third party acting in connection with the Project, Seller's liability for liquidated damages shall be limited to the proportion of the delay directly caused by Seller, and Seller shall not be held responsible for any delay attributable to Buyer or said third parties.

- E. Liquidated Damages for Goods delivery (Milestone Number 5) may be revised or waived with written concurrence between the Contractor and Seller upon contract assignment.
- F. Liquidated Damages for Goods delivery as defined in Section 5.03 herein shall be Buyer's sole remedy for Seller's delay.

ARTICLE 6 – CONTRACT PRICE.

6.01. Lump Sum.

- A. Buyer shall pay Seller in current funds, for furnishing Goods and Special Services designated in Article 1 in accordance with the Contract Documents, a Lump Sum amount of (words):
 (\$____) (figures) as indicated in Seller's proposal.

ARTICLE 7 – PAYMENT PROCEDURES.

7.01 Progress Payments.

- A. Buyer shall make progress payments toward the Procurement Contract Price on the basis of Seller's Applications for Payment as follows:

Milestone No	Milestone Description	Payment ¹
1	Submittals of all Action Preconstruction Submittal and Resubmittal of all Preconstruction Action submittals addressing, to their satisfaction, all Engineer's comments on the First Submittals.	5%
2	Upon delivery of Goods to jobsite.	75%
3	Upon completion of field services and substantial completion.	10%
4	Upon completion of all punch list items and final acceptance	5% (minus value of incomplete work)
--	Upon approval of Operations and Maintenance (O&M) Manual and completion of training services	5%
Notes: 1. Payment shall be made after the corresponding milestones are completed. Payment for Milestone 1 shall be paid by the City of Riverbank. The remaining payments shall be made by the Contractor after the Procurement Contract is assigned by the City of Riverbank to the Contractor/Assignee.		

ARTICLE 8 – WARRANTY

8.01 Warranty and Correction Period.

As defined in the technical specifications .

ARTICLE 9 – SELLER'S REPRESENTATIONS.

9.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Proposal Documents.
- B. If specified, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies in the Procurement Contract Documents that Seller has discovered or has actual knowledge of, and the written resolution thereof by Engineer is acceptable to Seller.
- E. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Special Services.
- F. Seller understands that the Goods and Services provided under this agreement will become part of the work of the Riverbank Wastewater Treatment Plant Upgrade construction project and the cost listed in Article 6.01 shall be guaranteed through anticipated completion of the construction project.

ARTICLE 10 – PROCUREMENT CONTRACT DOCUMENTS.

10.01 Contents

- A. The Procurement Contract Documents which comprise the entire agreement between Buyer and Seller concerning the furnishing of Goods and Special Services consist of the following:
 - 1. This PROCUREMENT AGREEMENT Section (00 52 11).
 - 2. PERFORMANCE BOND FORM Section (00 61 13.13) and PAYMENT BOND FORM Section (00 61 13.16).
 - 3. All other Procurement Specifications and Procurement Drawings, as listed in the Table of Contents of the Procurement Contract Documents.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - i. Exhibit A-1 Screw Press Dewatering System Assignment and Novation Agreement
 - ii. Seller's Proposal.

- iii. Documentation submitted by Seller prior to Notice of Award.
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise in this paragraph.).
- C. There are no Procurement Contract Documents other than those listed in this Article.

ARTICLE 11 – MISCELLANEOUS.

11.01 Defined Terms.

- A. Terms used in this Agreement will have the meanings indicated below:
 - 1. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 - 2. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 - 3. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 4. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 - 5. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
 - 6. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
 - 7. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
 - 8. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 - 9. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
 - 10. *Notice of Award*—The written notice, by Buyer to a Proposer, of Buyer's acceptance of the Proposal.
 - 11. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

12. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
13. *Procurement Proposal Documents*—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).
14. *Procurement Proposal Requirements*—The advertisement or Request for Proposal, Instructions to Proposers, Bid security of acceptable form, if any, and Proposal Form with any supplements.
15. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
16. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
17. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
18. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
19. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
20. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
21. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
22. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
23. *Proposal*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
24. *Proposer*—An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
25. *Notice to Fabricate* – Written notice from Buyer to Seller authorizing the start of the fabrication of the procured equipment, as determined in the Procurement Contract.
26. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

27. *Seller—The individual or entity furnishing the Goods and Special Services.*
28. *Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.*
29. *Special Services—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.*
30. *Submittal—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents.*
31. *Successful Proposer—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.*
32. *Unit Price Goods and Special Services—Goods and Special Services to be paid for on the basis of unit prices (if any).*

11.02 Assignment.

- A. Buyer has the right to assign the Procurement Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. The Buyer anticipates that the Procurement Contract will be assigned to an Contractor. The form documenting the assignment of the Procurement Contract is attached as Exhibit A-1 to this Agreement.
 1. The Procurement Contract will be executed in the name of Buyer initially, and will be assigned to an Contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the Contractor. As of the date of acceptance of assignment by the Contractor, all references in the Procurement Contract Documents to Buyer shall mean the designated contractor whose responsibilities will include the installation and incorporation of the Goods.
 2. The assignment of the Procurement Contract shall relieve Buyer from all further obligations and liabilities under the Procurement Contract. After assignment, Seller shall become a subcontractor to Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract shall become the rights, duties and obligations of the Assignee.
 3. After assignment:
 - a. All performance warranties, and guarantees, including, but not limited to, all insurances, additional insured status, waivers of subrogation, bond

coverages, indemnifications, limitation of liability, and remedies required by the Procurement Contract Documents will continue to run for the benefit of City and, in addition, for the benefit of the assignee.

- b. Except as provided in this Paragraph 10.02.A.3.b, all rights, duties and obligations of Engineer to Assignee and Seller under this Procurement Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments.
 - 2) Upon the written request of either the Assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Procurement Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Contract Documents. Such written clarifications and interpretations will be final and binding on Assignee and Seller.

- B. No assignment by a party hereto of any rights under or interests in the Procurement Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

11.03 Successors and Assignees.

- A. Buyer and Seller each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners, successors, assignees and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

11.04 Severability.

- A. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Business Addresses.

- A. The business address of Seller given herein is hereby designated as the place to which all notices, letters, and other communication to Seller will be mailed or delivered. The address of Buyer appearing herein is hereby designated as the place to which all notices, letters, and other communication to Buyer shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

Buyer: City of Riverbank

Attn: Laura Graybill
6617 Third Street,
Riverbank, CA 95367

Engineer: Brown and Caldwell.

Attn: Mike Harrison
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Seller: _____

- B. The address of the assignee as indicated on Exhibit A-1 is hereby designated as the place to which all notices, letters, and other communication to assignee shall be mailed or delivered.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Five original Agreements included Exhibit A-1 shall be delivered as follows: 3 copies to Buyer, 1 copy to Seller, and 1 copy to Seller's Surety. Two of the Buyer's copies will be for execution by the Contractor and the Contractor's surety for execution when the Agreement is assigned.

This Agreement will be effective on _____.

Buyer: _____

Seller: _____

By _____

By _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

Approved as to Form

Joint Venture

Seller: _____

Attorney for Buyer

By

Title: _____

Address for giving notices

Surety:_____

By_____

Title:_____

Address for giving notices

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

END OF SECTION

EXHIBIT A-1

SCREW PRESS DEWATERING SYSTEM ASSIGNMENT AND NOVATION
AGREEMENT

THIS AGREEMENT is entered this _____ day of _____, 20____, by and among the City of Riverbank ("hereinafter Owner"),

_____ (hereinafter Contractor") and

_____ (hereinafter "Seller).

WHEREAS, Owner and Seller have entered into a certain agreement for Goods and Special Services ("the Procurement Agreement") for delivery of the Supply (as defined therein) to Owner with respect to the City of Riverbank Wastewater Treatment Plant Upgrade (the "Project"), which contract was entered into on the _____ day of _____, 20____, and is incorporated herein by reference to which this Exhibit A-1 is attached, for identification only (hereinafter the "Procurement Agreement"); and

WHEREAS, after the making of the Procurement Agreement, Owner entered into a construction contract with Contractor for Installation and Construction work at the City of Riverbank Wastewater Treatment Plant, which contract, Project No.____, was entered into on the _____ day of _____, 20____, and is incorporated into this Agreement by reference; and

WHEREAS, Owner, Seller, and Contractor now desire to permit the assignment of the Procurement Agreement by Owner to Contractor and the assumption by Contractor of the entirety of Owner's liability, if any, to Seller thereunder, so as to substitute Contractor for Owner and thus cause a novation of the Procurement Agreement; and

WHEREAS, the parties hereto desire to make this Assignment and Novation because, under the terms of the Construction Contract, Contractor is obligated to Owner to provide the Supply which is the subject of the Procurement Agreement and the parties desire that Seller provide such Supply to Contractor, and that Contractor and Seller release Owner with respect to the Procurement Agreement in accordance with the terms of this Agreement; and

WHEREAS, Contractor has provided Owner with a labor and material payment bond in the full amount of the Construction Contract, including the Screw Press Dewatering System Procurement Contract Price; and

WHEREAS, Contractor's acceptance of the assignment and novation of the Procurement Agreement is "as is", with no new or additional terms and conditions being imposed upon Seller by Contractor, except as otherwise provided in the Procurement Documents.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Procurement Agreement and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and assigns to Contractor all its right, title and interest in and to the Procurement Agreement and all liabilities, duties and obligations of Owner arising out of or relating to the Procurement Agreement, including without limitation all rights under the PERFORMANCE BOND FORM Section (00 61 13.13), and all rights and obligations regarding the purchase of the Screw Press Dewatering System as defined by the Procurement Documents for the Screw Press Dewatering System as provided in the Procurement Agreement. Notwithstanding any other provision of this Assignment and Novation Agreement, Owner retains all of its contractual rights under its contract with Seller concerning Seller's performance and guarantees and warranties respecting the Supply under the Procurement Agreement, whether said performance occurs or the Supply is provided before or after the date of this Assignment and Novation Agreement.

Dated: _____

CITY OF RIVERBANK

By _____

Title _____

2. Assumption of Assignment, Liabilities and Novation: The undersigned authorized representative of (_____) Insert Name of Contractor)

hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Owner under the Procurement Agreement therein specified to the same extent as if Contractor had been an original party thereto, agrees to assume all liabilities, duties and obligations of Owner arising out of or relating to the Procurement Agreement, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold Owner harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Procurement Agreement arising out of or with respect to the performance or non-performance of its duties and obligations), and all rights and obligations regarding the procurement of the Screw Press Dewatering System as provided in the Procurement Agreement.

3. Owner's Right to Reassignment: Notwithstanding any other provision of this Assignment and Novation Agreement, Owner is a third party beneficiary of the Procurement Agreement and retains the right to require that Contractor assign the Procurement Agreement back to Owner should the Owner in its sole discretion determine that such a reassignment is desirable or necessary, including but not limited to the occurrence of the following: Contractor's breach of the Procurement Agreement, Contractor's breach of the above-referenced Contract Agreement, and/or Contractor's becoming the subject of a bankruptcy proceeding.

Dated: _____

[Insert Contractor Name]

By _____
_____, President

By _____
_____, Secretary

The payment bond surety and performance bond surety of Contractor hereby consents to the Assumption of Assignment, Liabilities and Novation and grants Supplier and Owner all rights, benefits and privileges under its bonds issued with Contractor as otherwise afforded as if Supplier were an original supplier or subcontractor to Contractor from inception.

Dated: _____

[Insert Contractor's Surety Name] By _____

Title

END OF DOCUMENT

This page intentionally left blank.

Supplemental Contract Provisions for Section 00 52 11 Procurement Agreement

The following contract provisions are hereby incorporated into the Procurement Agreement (“Agreement”) and are binding on both Buyer and Seller, and in the event of a conflict between these Supplemental Contract Provisions and any other provision in the Contract Documents, the following provisions of this Supplemental Contract Provisions will govern:

Section 1. Modification to Goods and Services. Any request for goods or services not included in the Procurement Documents will be considered a request for additional or modified goods and services (“Modifications”). Seller shall not receive additional compensation for any Modifications of the goods or services unless Buyer agrees otherwise in a writing executed by both Buyer and Seller.

Section 2. No Conflict of Interest. Seller represents that no conflict of interest will be created under this Agreement or any applicable law. All rights and remedies of Buyer, whether under this Agreement or applicable law, shall be cumulative.

Section 3. Termination. This Agreement may be terminated at any time and for any reason by Buyer upon five (5) days’ advance written notice. In the event of such termination Seller is to be fairly compensated for all goods delivered and accepted by Buyer and services performed.

Section 4. Delivery Risk of Loss. All orders will be free on board destination if not otherwise specified. Risk of loss or damage to the goods shall remain with Seller until the goods have been delivered and accepted by Buyer. All goods and services will be received by Buyer subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. Buyer will be allowed a reasonable period of time to inspect the goods and services and to notify Seller of any nonconformance with the terms and conditions of the specifications.

Section 5. Assurance of Performance. If, at any time, Buyer believes Seller may not be adequately performing its obligations under the Agreement or may fail to complete its obligations under this Agreement, Buyer may submit a written request to Seller for written assurances of performance and a plan to correct observed deficiencies in Seller’s performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 6. Indemnification By Seller. Seller shall protect, indemnify, hold harmless and defend Buyer, its directors, officer, employees, and agents, from any and all third-party claims, fines, demands, costs, expenses (including but not limited to attorney’s fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgements for damages relating to acts or omission of Seller, employees, representatives, or agents of Seller, or anyone that Seller controls (collectively, “Seller’s Agents”), to the extent caused by the negligence, recklessness, or willful misconduct of Seller or Seller’s Agents, in the performance of their duties or in their operations under this Agreement. Seller shall have the right to settle all

such indemnity claims, provided the settlement does not include a financial or specific performance obligation on or admission of liability by the Buyer and Buyer's directors, officers, employees and agents. Such obligations to defend, hold harmless and indemnify Buyer and Buyer's directors, officers, employees and agents shall not apply to the extent that such acts or omissions are caused in whole by the sole negligence, active negligence, or willful misconduct of Buyer or Buyer's directors, officers, employees and agents.

Section 6.A Seller's Liability. Notwithstanding any other provision in this Agreement, except for Seller's indemnity obligation for arising out of or relating to bodily injury or tangible property damage pursuant to Section 6 herein, the following limitations of liability shall apply to the maximum extent permitted by applicable law:

1. **Consequential Damages Waiver.** In no event shall Seller, subcontractors, suppliers or affiliated companies be liable for loss of profits or loss of use, in either case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the goods, services, or this Agreement or from the performance or breach hereof.
2. **Limitation of Liability.** The aggregate liability of Seller, its subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the goods, services, or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.
3. **Precedence.** The limitations and exclusions of liability set forth in this Section 6.A shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise.

Section 7 Insurance. Subject to the discretion of the Buyer, Seller shall not begin any performance under this Agreement until it has (1) provided Buyer insurance certificates and endorsements reflecting evidence of all insurance and endorsements required and described herein; (2) obtained Buyer approval of each insurance company or companies; and (3) confirmed that all policies contain the special provision required herein. Seller's liabilities, including but not limited to Seller's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Seller's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated by Buyer as a material breach of Agreement. Buyer reserves the right to require Seller to submit copies of any policy upon reasonable request by Buyer.

1. **Commercial General Liability.** Commercial General Liability (CGL) insurance providing coverage which shall at least cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no

endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

2. **Commercial Automobile Liability.** For all of Seller's automobiles including owned, hired and non-owned automobiles, Seller shall keep in full force and effect, automobile insurance providing coverage for at least bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
3. **Workers' Compensation.** For all of Seller's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Seller shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Seller shall provide an endorsement that the insurer waives the right of subrogation against Buyer and its respective elected officials, officers, employees, agents, and representatives.

Section 7 Independent Contractor. Seller shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Seller performs the services required under this Agreement. Seller shall be liable for its acts and omission, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained in the Procurement Documents shall be construed as creating an employment, agency or partnership relationship between the Buyer and Seller. Buyer shall have the right to control Seller only insofar as the result of Seller's goods and services rendered pursuant to this Agreement; however, Buyer shall not have the right to control the means by which Seller accomplishes the rendering of goods and services pursuant to this Agreement.

Section 8. Seller Not Agent. Except as Buyer may specify in writing, Seller shall have no authority, express or implied, to act on behalf of Buyer in any capacity whatsoever as an agent. Seller shall have no authority, express or implied, pursuant to this Agreement to bind Buyer to any obligation whatsoever.

Section 10. Compliance with Applicable Law. Seller agrees to comply with all applicable federal, state, and local law in connection with the performance of this Agreement, including the payment of prevailing wage when required.

Section 11. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California. For any dispute arising from this Agreement, Buyer and Seller consent to jurisdiction and venue in Stanislaus County Superior Court.

Section 12. Miscellaneous.

12.1 Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

12.2 Authority. Buyer and Seller warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other Agreement or agreement to which such Party is obligated, which such breach would have a material effect hereon.

12.3 Drafting Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that council, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

12.4. Records. Seller is required to maintain records relating to its performance of the Agreement and to make those records available for audit or inspection for four (4) years after Seller completes performance of the Agreement or the Agreement is otherwise terminated.

12.5. Audit. Buyer shall have access at all reasonable times to all reports, Agreement records, Agreement documents, Agreement files, and personnel necessary to audit and verify Seller's charges to Buyer under this Agreement.

12.6. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

12.7. Confidentiality and Intellectual Property. All intellectual property embodied in the goods and services provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose any such information marked as 'Confidential' to third parties without Seller's prior written consent.



Technical and Commercial Proposal

ANDRITZ C-12060 Screw Press

PROJECT : CITY OF RIVERBANK SCREW PRESS DEWATERING SYSTEM

Proposal No: 4126372

Reference: Screw Press Dewatering System

Date: 5/5/2025



ENGINEERED SUCCESS

City of Riverbank, California

Attn: Cody Bridgewater

Email: cbridgewater@riverbank.org

ANDRITZ Separation Technologies Inc.

1010 Commercial Blvd. S.

Arlington, TX, 76001 USA

Tel: (817) 465.5611

Andritz.com/separation

Sales Manager : Ryan Beiderwieden

Tel: (262) 419.6096

Email: Ryan.Beiderwieden@Andritz.com

Local Representative (California):

Rockwell Solutions

Rep: Kent Rockwell

Tel: (949) 275.8100

Email: Kent@rockwellsolutions.us





5/5/2025

Cody Bridgewater
City of Riverbank, California
6707 Third Street
Riverbank, CA 95367
cbridgewater@riverbank.org

Subject: Screw Press Dewatering System

Dear Cody Bridgewater

ANDRITZ is world leader in solid–liquid separation technology, increasingly investing in expansion, research, development, evolution and competitiveness in their products.

We are a world leader in supplying machines and high-tech production systems for water and effluent mechanical treatment, sludge treatment, mechanical thickener and solid–liquid separation for several industries (foods, chemical, petrochemical and pharmaceutical). Therefore, we conduct ourselves to strengthen our position globally.

In the Screw Press market, we can emphasize:

Consolidated projects with international references that ensure our equipment quality.

The ANDRITZ Screw Presses are designed for reduced space requirements and energy consumption while achieving high quality performance.

Our Research and Development team is constantly exploring new ideas and equipment innovations.

ADVANTAGES

Totally automated dewatering
Safe operation
Easy cleaning
Continuous dewatering system



Low energy consumption
Low maintenance costs
Noiseless operation
Closed system

Andritz's nearest service center is located within Henderson County, Nevada, approximately 495 miles away from Riverbank, CA. Andritz has a robust service team including a local service area manager within California.

Once again, we thank you for your time and look forward to working with you on this project.

Sincerely,

Ryan Beiderwieden
Sales Manager
Western Region
Andritz Environment & Energy

Andritz Separation Technologies Inc.
1010 Commercial Blvd South
Arlington, TX 76001 USA
Cell: 262.419.6096
Ryan.Beiderwieden@andritz.com
www.andritz.com/separation-en



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SCREW PRESS TYPE C-12060

1.0 TECHNICAL DATA

Application	Sludge dewatering
Sludge Description (Municipal)	Waste Activated Sludge
Sludge Feed Solids Loading Rate	1,250 Dry lb/hr
Operating time (hrs week)	8 hours/ 5 days week (40 hours weekly)
Sludge Feed solids concentration (%TS)	0.8% TS
Sludge pH	6.5 – 7.5
Sludge Temperature (° C)	60° – 105° F

1.1 CAPACITY / PERFORMANCE REQUIREMENTS

Screw Press type	C-12060
Number of machines	2 (1 Duty / 1 Standby)
Hydraulic Loading Rate Per Unit GPM	312 GPM @ 0.8% TS
Solids Loading Rate Per Unit Dry Lb/hr	1,250
Minimum Discharge cake solids (%TS)	15%
Minimum Solids capture efficiency (%)	95%
Active polymer consumption (lbs.active/ton TS)	TBA



2.0 TECHNICAL DATA

Weight and dimensions

Size (L x W x H)	326 x 74.8 x 83.7 inches
Weight (empty)	22,414 lbs
Weight (in operation)	26,852 lbs

Materials of construction

Screen baskets	1.4306 (AISI 304L)
Screw shaft	1.4306 (AISI 304L)
Frame	Carbon steel
Pan	1.4306 (AISI 304L)
Inlet box and outlet box	Carbon steel*
Counter pressure device	Carbon steel
Cover	1.4306 (AISI 304L)/Polycarbonate
All wetted parts	1.4306 (AISI 304L)
Scraper	Polyurethane
Spray nozzle	1.4306 (AISI 304L)
Finishing	RAL 9016 (Epoxy system)

*(Inner face clad with 1.4306)

Option:

Raw Material 1.4404 (AISI 316L)

Baskets

Inside diameter	47.24 inches
Number of baskets (all Split baskets)	4
Total length of baskets	236.22 inches
Mesh	ø0.059 / ø0.043 / ø0.024 inches
Open area	30.6 / 21.5 / 13.5%

Frame

Profile	"C" folded plate
Anchors bolts	5/8" diameter
Lifting points	4

Counter pressure device

Cylinder type ISO 15552 – VDMA24652

Number of pneumatic cylinders 2

Pressure range 0 – 90 PSI

Air consumption

-Start up 6.18 cfm @ 87 psi*

-Normal operation 1.76 – 2.12 cfm @ 87 psi

-Washing cycle 1.41 – 2.12 cfm @ 87 psi

Pneumatic panel 1

(*) Air consumption lasts for 5-10 seconds to pressurize the pneumatic cylinders at start-up.

Safety & control device

Pressure transmitter (1) 4...20Ma

Washing ramp sensor position 2

Wash water

Pressure 120 psi

Time of wash cycle 6 minutes

Water consumption rate 95 gpm

Water consumption per cycle 225 gallons

Water Quality 500µm (150ppm)

Washing Ring Cylinder Operation Pneumatic

Air Pressure 116 PSI

Air Consumption per cycle 12.7 CFM @ 87 PSI

Drive Motor

Power 7.5 HP

Nominal speed 1735 RPM

Brand WEG or equivalent

Frame 184TD

Rated current 2.80 A

Voltage / frequency 460V / 60Hz

Service factor 1.25



Gear

Type	Planetary
Brand	Rossi or equivalent
Nominal Torque	575,299 lbf-ft
Effective reduction ($_ / 1$)	2977
Output speed range	0.1 – 1.0 RPM

Lubrication

Bearing & Spindle shaft (washing device) with grease/ type: KP2K

Gear motor
Screw shaft Oil (synth. PAO iso VG 320 EP)

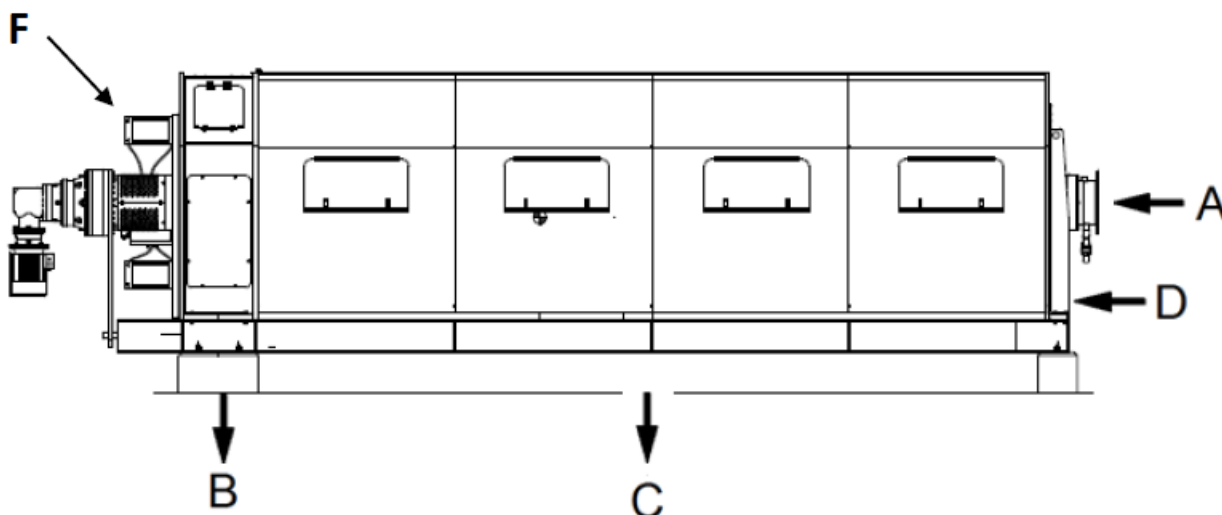
Noise level

Noise < 70 dB(A) at 1 meter



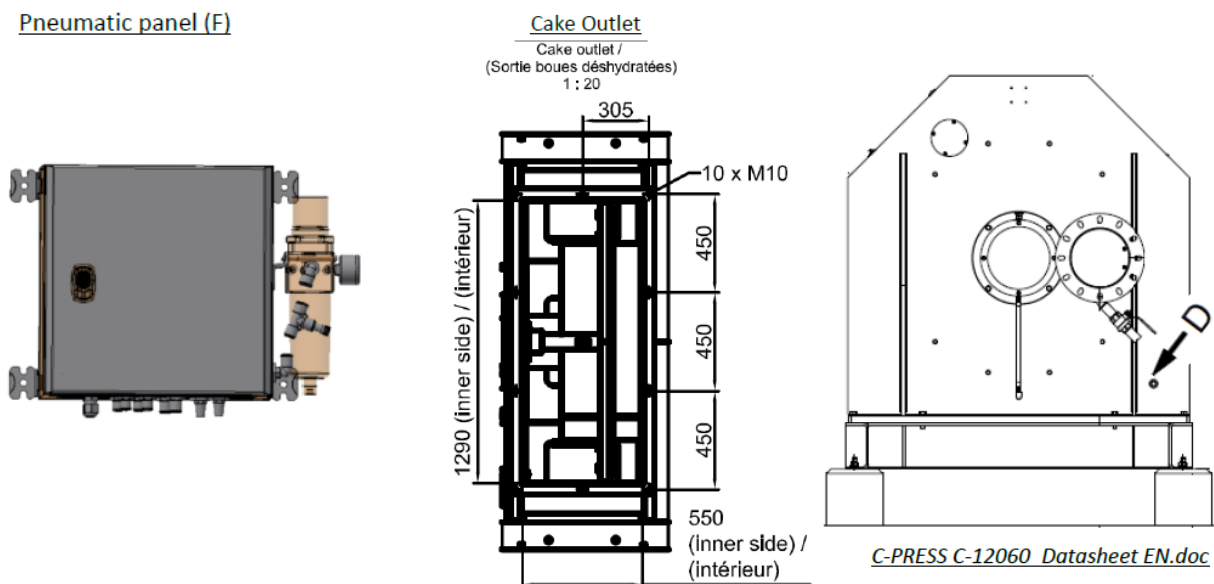


Connections



ITEM	DESCRIPTION	SIZE	Detail
A	Inlet	12" ANSI B16.5 - 150Lbs	Flange
B	Cake outlet	50.7 x 21.6 inches	Rectangular Chute
C	Filtrate outlet	12" ANSI B16.5 - 150Lbs	Flange
D	Wash water inlet	1" NPT Female	Threaded
E	Sample taking point (feed)	OD 1 1/2"	Pipe
F	Pneumatic panel	16.25" x 12.75" x 6.8"	Pipe

Pneumatic panel (F)





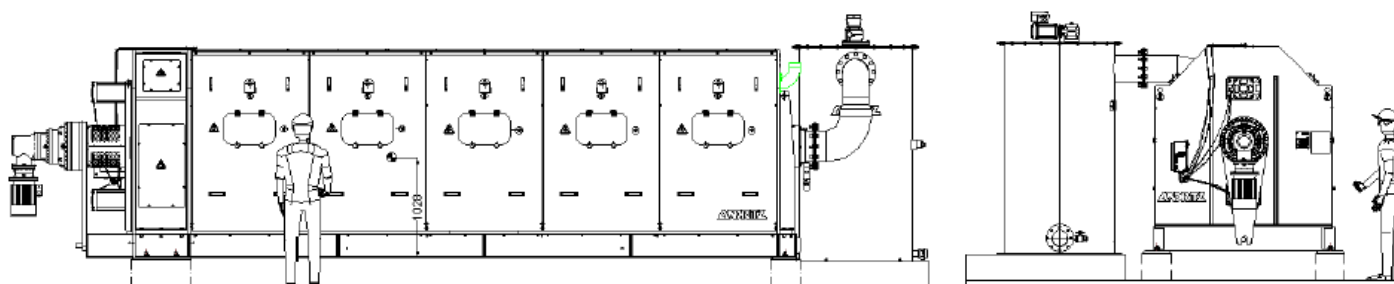
Gear Motor & Frequency inverter

Type		Planetary
Power	HP	7.5
Voltage	V	230/460
Frequency	Hz	60
Output speed	RPM	0.48
Service factor		1.13
Hollow shaft	Ø	140
Motor protection type	NEMA	4
Thermal Classification		F
Efficiency Class		High Efficiency
Performance (50/75/100% Pn)	%	-
Weight	Lbs.	860
Coupling		Shrink disc
Option		
Nominal voltage	V	480-575
Power Motor at 480V (low overload)	HP	5.0
Input Frequency	Hz	60
Protection	NEMA	12 (for electrical cabinet) Or 4X (for external cabinet)

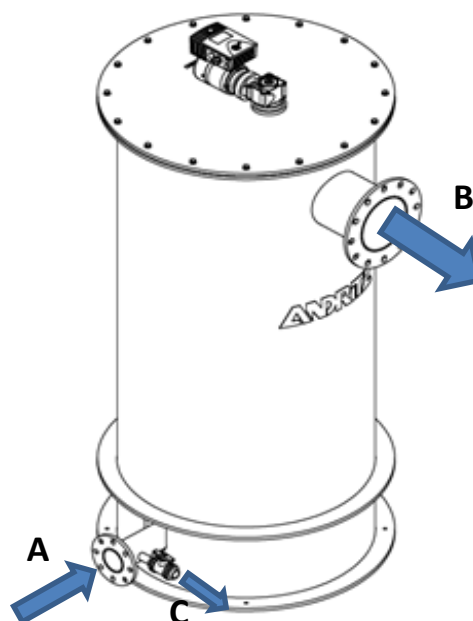


Flocculation mixing device

Dynamic Flocculation Tank Mixer



DYNAMIC FLOCCULATOR		
Material		304L SS
Capacity	Gallons	500
Total Width	inches	OD 60
Total Height	inches	100
Empty weight	Lbs.	900
Load weight	Lbs.	5082
Anchor		4 x M12
Power	HP	2
Speed	RPM	23 to 116
Frequency inverters		On board
Inlet sludge	A	inches 6 ANSI Flange
Outlet Sludge	B	inches 10 ANSI Flange
Drain	C	inches 1 NPT





3.0 TECHNICAL DESCRIPTION C12060 SCREW PRESS

This section describes the operating principle and the most important technical features of the proposed equipment. The pictures shown are for illustration purposes only



With more than 20 years experience in designing and manufacturing screw presses, the new ANDRITZ C-Press provides high performance combined with a compact design.

The ANDRITZ C-Press complies with the industry standards on such issues as safety, hygiene, and environmental protection. Its lifespan is long and the press offers the additional advantages of easy operation and low maintenance.

The press has a high specific capacity compared with other dewatering equipment as well as low wash water consumption and high dry solids levels achievable. The ANDRITZ C-Press works with low power consumption and low operating costs compared to other dewatering technologies.

C-PRESS SYSTEM

A. Baskets

The baskets consist of a horizontal cylindrical assembly. They are made of stainless steel. All baskets are made (half-basket) in two parts in order to allow easy and quick maintenance (without removing screw from the frame and removing any main part of the frame).

The perforated screen plate is spot- welded on the basket.





B. Screw

The screw shaft is made of stainless steel.

The conical screw design has a constant pitch in order to progressively convey and press sludge. The velocity of the screw is continuously adjusted as per pressure measured in feed box, with a PLC included in Andritz scope of supply and an optional frequency inverter.

The screw flight is equipped with a scraper made of polyurethane in order to clean the inner basket.



C. Cover

The standard cover is made of fiberglass and divided into 10 independent parts which are easily removable by a single operator. Each of these covers is equipped with an transparent inspection door.



D. Gearbox

The C-Press is supplied with a gearbox planetary type. The gearbox is rated for continuous duty and sufficient output for any operating conditions.

E. Frame:

The C-Press is supported by a carbon steel base frame with stainless steel clad inner face.

F. Connections:

Continuous solids gravity discharge occurs after pneumatic counter pressure system for dryness adjustment. Filtrate is collected in a filtrate tray located in the frame and evacuated by gravity discharge.

**G. Feed:**

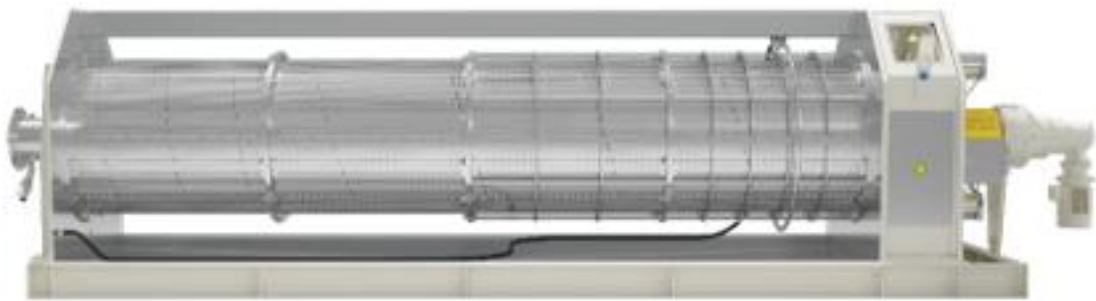
The C-Press is supplied with a stainless steel feed pipe equipped a sample taking point (manual ball valve).

The feed pressure range is from 0 to 1 bar.

H. Washing system:

The C-press is equipped with a bi-sequential washing system to clean the external side of the buckets. This specific device allows an independent washing or filtration and pressing zones in order to reduce water consumption (the filtration zone is washed twice as frequently as the pressing zone). Moreover it is automatically operated by the PLC during normal dewatering operation.

This system has been further optimized to reduce water consumption as well as the required instantaneous flow by more than 50%. The cleaning system nozzles automatically clean the inside pans and the transparent inspection hatches.





4.0 DOCUMENTATION & COMMISSIONING

4.1 TECHNICAL DOCUMENTATION

The Operation and Maintenance Manuals are sent upon delivery of the equipment.

They include among others:

- Instructions regarding installation, automation, commissioning, piloting and maintenance of the equipment
- Parts manuals: including drawings with detailed part number and location for easy service.

4.2 COMMISSIONING

The installation will be carried out and controlled by the customer before arrival of our start-up technician, in accordance with our instructions. Upon his arrival, power, water, product to be treated and chemical aid products must be available on-site.

As soon as the machine is ready and the sludge available, our technician completes performance tests and optimization of the machine. During this commissioning, the personnel on site will be trained for operation of the centrifuge.



5.0 PRICING INDICATION

5.1 PRICING SUMMARY

Item	Qty.	Description
1	2 ea.	ANDRITZ Screw Press model C-12060 including: • Carbon Steel Painted frame with 304L SS cladding in wetted areas • First 316L SS Split Basket with 1.5mm perforations • Second 316L SS Split Basket with 1.1mm perforations • Third 316L SS Split Basket with 0.6mm perforations • Fourth 316L SS Split Basket with 0.6mm perforations • Screen Basket Open Pore Area of 30 Ft.² • 304L SS Tapered Screw • Planetary Gear reducer with 7.5 Hp IEEE841 Motor • Pressure Transducer (see below) • 304L SS Wetted Parts • 304L SS Sequential screen basket washing system • 304L SS Covers • Pneumatically Operated Counter Pressure plate • Pneumatic Control Panel • Polymer injection ring manifold • 304L SS Sludge/Polymer Flocculation Tank 500 Gallons with 2.0 Hp IEEE841 Variable speed Mixer Motor • 10 Inch feed and filtrate flanges Standard Machine Wiring • (1) Push Button E-Stops • (2) Washing Ring Position Proximity Switches IFM Efector • (1) Inlet Pressure Transmitter IFM Efector • (1) Washwater Pressure Switch Square D • To be factory-wired to Stainless Steel Junction Box mounted on Machine Frame Instrumentation • (1) One Mixing Tank Radar Level Transmitter Endress & Hauser • (1) One Mixing Tank High-High Level Switch Endress & Hauser Equipment Supplied loose for Field Installation • (2) Air Compressor-2 hp on 20 Gallon receiver • (2) Washwater Booster Pump (model will be selected once the plant water suction pressure is known)



Item	Qty.	Description
2	2 ea.	Screw Press Starter Control Panel: • NEMA 4X Stainless Steel 316, Foot-mounted Enclosure with Air Conditioner • 480 VAC Power Input • Touch-safe Metal partition (to separate high voltage compartment from low voltage compartment) • Door-mounted Foldable Laptop Shelf • Enclosure Heater • 25KAIC SCCR Main Breaker Rating • 3-Phase Fuses • 3-Phase Surge Protector • Allen Bradley VFD Power Flex 525 Drive for: ○ Main Motor ○ Mixer Motor • Motor Starter for ○ Washing Ring, FVR • 24VDC Power Supply • Control Relays • Miniature Circuit Breakers for Low voltage loads • (2) Ground Bars • Control Power Transformer • E-stop mounted on door • Phoenix Contact Terminal Blocks • PLC: Compactlogix 1769-L30ER • OIT: PanelView Plus 7 15" • Managed Ethernet Switch • Surge/Filter • Interposing Relays • Safety Relay • Horn • Beacon • UPS Eaton 9PX1500RT with Expansion Battery and Maintenance Bypass Switch • UL 508a Listed
5	1 lot	Spare Parts Included with Screw Press per spec 40 90 00 and 40 99 90 • First (1) Filling of Lubricants • Two (2) Push Buttons of Each • Ten (2) Light bulb of each type • Two (2) Relays of each type • Five (5) Fuses of each type • Five (5) Primary Surge Protector of each type • Two (2) Surge Protectors of each type • One (1) PLC CPU of each type



Item	Qty.	Description
		• One (1) PLC I/O Card of each type • One (1) PLC Power supply of each type • One (1) Prefabricated cable of each type
6	1 lot	Engineering and Documentation ANDRITZ will supply the following documents (one e-copy and 3 hard copies): • Arrangement drawings with dimensions for the ANDRITZ scope • Motor list • Written sequence of operation including all interlocks • Control panel layout • Electrical drawings • Mechanical drawings • Terminal box details • Installation, operating and maintenance manuals • Recommended Spare parts • Seismic Calculations
7	1 lot	On-Site Screw Press Services: • Installation Inspection Assistance (4 days / 1 trip) • System Component and Functional testing Assistance (8 days / 2 trip) • Panel Shop On-site Functional Testing Assistance (2 days / 1 trip) • Performance Tests and Inspections Assistance (5 days / 1 trip) • Demonstration and Training Assistance (4 days / 2 trip) • Post-Start-up Optimization (2 days / 1 trip) Note: aforementioned service is minimum time on-site exclusive of travel and may be combined with other services depending on the installing contractors schedule.
8	1 lot	Freight DDP to jobsite (not including unloading)
Total Price for Two (2) C12060 Screw Press and accessories FOB Jobsite \$1,119,564.00		



5.3 EXCLUDED FROM ANDRITZ SCOPE OF SUPPLY

The ANDRITZ scope of supply does not include the following items (*unless mentioned above*) as may be necessary for equipment installation & operation to the performance levels specified:

- Civil and structural engineering work.
- Building and building plans (ANDRITZ will furnish load data and layout drawings but is not responsible for updating of building or building plans)
- Building modifications
- Platforms and access stairs or ladders
- All utilities required for operation and erection
- Unloading at site (by others)
- Cranes or other lifting devices to offload and/or install equipment
- Other instruments not specified in our scope of supply / outside of panel
- Sludge Grinder
- Cake Discharge Pumps
- Centrate Discharge Pump
- Polymer, coagulants or other chemicals
- Lubricants
- Laboratory Testing
- Screw Press Supports
- Filtrate chute



6.0 COMMERCIAL SUMMARY

6.1 GENERAL COMMERCIAL TERMS

Terms and Conditions

This proposal is based on the attached ANDRITZ Separation Technologies Inc. “Standard Terms and Conditions of Sale”.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. The quoted price shall remain firm for a period of thirty (30) days, except and subject to the following. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Andritz reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or in any of the applicable contractual documentation shall be construed as a waiver of this right.

Special Provisions

“The crisis in Russia/Ukraine has increased and is still expected to increase the pressure on global supply chains, resulting in various impacts/restrictions, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport, shipping by land, sea and air, lack of dock lighterage or loading or unloading facilities, lack of manufacturing facilities, lack or restricted availability of labor etc., as well as unforeseeable price increases. The Supplier is unable to receive fixed prices and/or delivery times from its sub-suppliers, as the further developments in Russia/Ukraine and the global impact resulting therefrom are still unforeseeable. The price and delivery times in this offer are therefore indicative only, and the Supplier reserves its right to adapt the price and/or the delivery times to reflect the impact of further developments after the date of this offer. Nothing in this offer can be construed as a waiver of such right.”

- All prices quoted in US Dollars,
- Pricing quoted is DDP Riverbank, CA.
- Pricing does not include any local, state or federal taxes, permits, duties or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer. Bonding is not included.

Validity

This proposal is valid for 30 days from May 5, 2025.



Terms of Payment

ANDRITZ Separation agrees to the following payment terms (on a net 30 day basis):

- 5% of Order Value upon submittals of Approval Drawings
- 75% of Order Value upon Delivery of Goods to jobsite
- 10% of Order Value upon completion of field services and substantial completion
- 5% of Order Value upon completion of all punch list items and final acceptance
- 5% of Order Value upon approval of Operations and Maintenance Manual and completion of training services

Delivery

Equipment delivery is anticipated to be 28 - 34 weeks from receipt of Approved Submittals.

Field Service

ANDRITZ will provide additional erection and start-up supervision for \$1,500.00 per day plus expenses, eight (8) hours/day. At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times quoted rates for weekdays and 2.0 times quoted rates for weekends. Expenses are defined as the cost of travel from Seller's plant to the point of installation and return, together with all living expenses during the period of service.

The above charges shall be made for time involved including delays which are beyond the Seller's control.



7.0 STANDARD TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") and/or the license of certain Software (as defined herein) pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products, Services or Software covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products, Services, and/or Software, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty is warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any

mixture or substance, operating condition or operating environment other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired or modified by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement. With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply to the maximum extent permitted by applicable law:

(a) In no event shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products, Services or Software unless Buyer and Seller have executed a written change order for such change. Any such change

order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances; (b) any act or omission of Buyer, any other party for whom Buyer is responsible, or any third party or any error or change in Buyer-provided information should require a change in the Products, Services or Software or (c) a transport disruption involving the intercontinental shipment of goods or sea freight causes an increase in the cost (including, in the case of a transportation disruption, costs incurred to avoid or mitigate such disruption) or change in the schedule to supply the Products, Services or Software..

6. PAYMENT AND TAXES

Unless otherwise agreed by Seller in writing, payment terms are net 30 days from the date of Seller's invoice. All invoices are payable without deductions. Any payments which are overdue will accrue interest at the rate of 1% for each month or any portion thereafter the balance remains due. Seller's prices do not include any sales, use, excise or other taxes or customs duties, tariffs, levies, or fees unless expressly agreed in writing by Seller. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services and customs duties, tariffs, levies, or fees shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. INFRINGEMENT

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Products or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a registered copyright or device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. **THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS BY THE PRODUCTS.**

10. SOFTWARE LICENSE AND WARRANTY

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements, or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in

and to any intellectual property embodied in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in this Agreement. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software); or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. **THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.**

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY,**

FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

- (g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.
(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

12. TERMINATION

(a) Either party may terminate this Agreement upon breach by the other party of a material obligation hereunder and such party's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same.

(b) Buyer may only terminate this Agreement for Buyer's convenience only if Buyer elects not to proceed with the project for which the Products and/or Services are purchased and upon written notice to Seller and payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information disclosed hereunder for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean

all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement, and Buyer shall pay to Seller all costs, including overhead and profit thereon, incurred to the date of termination and costs incurred arising out of the termination.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, the prohibited areas in Ukraine including Donetsk, Kherson, Luhansk, and Zaporizhzhia, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors,

partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, expense (including attorneys' fees), damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

19. TECHNICAL ASSISTANCE

Technical Assistance means that Seller's technician(s) and or engineer(s) will assist Buyer during the performance of Buyer's site work in the interpretation of the related procedures provided by Seller. When providing Technical Assistance, Seller will not be required to supervise or coordinate Buyer's labor force, perform measurements, complete or ensure the accuracy of quality control documents, or ensure the orderly sequencing of the site work, but Seller will advise Buyer of any non-conformances as recorded on the quality control documentation completed by Buyer, and counter sign such quality control documentation to confirm correction of such non-conformances. Notwithstanding the above or any other provision of the applicable Purchase Order, Seller shall have no authority, responsibility, liability or control over Buyer's or its suppliers' activities (and performance thereof), schedule and labor force, including for the execution, quality and/or workmanship of any installation services or site work. Therefore, Seller will not be responsible for the installation labor and Seller will not be liable for the quality and/or workmanship of the site work.

20. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) The invalidity or unenforceability of any provision of this Agreement pursuant to applicable law shall not affect the validity or enforceability of the remaining provisions and this Agreement shall be construed as if it did not contain the provision held invalid or unenforceable.

(f) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 20, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(g) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(h) (i) In the circumstances of g(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of g(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(i) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(j) The parties hereto acknowledge that a French copy of this Agreement was available and have expressly required that this Agreement be drawn up in English. Les parties aux présentes reconnaissent qu'une copie en français de la présente convention était disponible et ont expressément exigé que la présente convention soit rédigée en anglais. (k) If Seller's office is located in Canada, the following shall apply: Personal information means information that can directly or indirectly identify a natural person ("Personal Information"). With respect to any Personal Information disclosed by the Seller to the Buyer, the Buyer shall exercise

diligence, shall use the Personal Information exclusively for the purpose disclosed, and shall at all times be in compliance with all applicable laws and regulations related to privacy, data security and/or otherwise related to the processing, storage, protection, transmission, use, destruction, and/or disclosure of data. If the Buyer identifies or is made aware of a cybersecurity or data privacy breach (each a "Privacy Incident") involving Personal Information disclosed by the Seller under this Agreement, the Buyer shall notify the Seller by emailing LegalServices_Canada@andritz.com no later than ten (10) business days after learning of the Privacy Incident. The Buyer shall, within reason, provide a clear and concise description of the incident to the Seller and take the appropriate precautions consistent with applicable law and industry practice available to minimize any potential impacts to the Seller. The Buyer also agrees that it will cooperate with the Seller's investigation or questioning of the breach or incident. Upon the earlier of the Seller's written request or upon termination or expiration of the Agreement, the Buyer shall either return to the Seller or irretrievably delete (if possible) the Personal Information provided by the Seller.

SECTION 00 52 11
PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is by and between the City of Riverbank (herein called Buyer) and Trojan UV (herein called Seller).

Buyer and Seller, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES.

- 1.01 Seller shall provide all Goods and Special Services as specified or indicated in the Procurement Contract Documents based on the acceptance by Buyer of Seller's Proposal dated May 5, 2025, inclusive of Seller's comments to Specification Section 46 66 56.

ARTICLE 2 - THE PROJECT.

- 2.01 The Project is the City of Riverbank Wastewater Treatment Plant Upgrade to which the Goods and Services provided under this Procurement Contract will be integrated. The Project will provide tertiary treatment and disinfection of the plant influent to meet California Title 22 standards and process biosolids via mechanical dewatering and green house solar drying.

ARTICLE 3 – ENGINEER.

- 3.01 The Procurement Contract Documents for the Goods and Special Services have been prepared by Brown and Caldwell, with address at 11020 White Rock Road Suite 200, Rancho Cordova, CA 95670. who is referred to in the Contract Documents as Engineer.

ARTICLE 4 – PROJECT OWNER AND POINT OF DESTINATION.

- 4.01 The Project Owner is the City of Riverbank. The place where the Goods are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

City of Riverbank Wastewater Treatment Plant
23865 Santa Fe Rd,
Riverbank, CA 95367

ARTICLE 5 – PROCUREMENT CONTRACT TIMES.

5.01 Procurement Contract Times.

Procurement Contract Times and Milestones shall be as indicated in the following table. Procurement Contract Times and Milestone dates are expressed as days from a purchase Notice to Proceed unless otherwise noted.

Milestone Number	Milestone Description	Milestone (days)
1	Seller's First Shop Drawing Submittal to include information to allow Project Owner to progress the process mechanical and electrical instrumentation and control design. Submittal to include as a minimum: process mechanical drawings, P&IDs, electrical one-line diagrams and key equipment drawings for preparation of the General Arrangement Drawings.	42
2	Seller's Second Shop Drawing Submittal to include all Action Preconstruction Submittals.	77
3	Resubmittal of all Action Preconstruction Submittals addressing, to their satisfaction, all Engineer's comments on the First and Second Submittals.	98
4	Notice to Fabricate (by Buyer)	Within 13 weeks of Construction Contract Award to Contractor
5*	Delivery of Goods to jobsite	Date: TBD
6**	Completion of field commissioning services and substantial completion	Date: TBD
7**	Completion of all punch list items and final acceptance	Date: TBD

* Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.

**For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages.

5.02 Schedule Constraints

The Project Owner is executing the upgrade of the City of Riverbank Wastewater Treatment Plant, which includes the addition of secondary treatment, disc filtration and UV disinfection steps on the treatment train and the processing of the biosolids via screw press dewatering and solar greenhouse drying and storage prior to disposal. The Project is currently in the 60 % design phase. The tentative schedule for the completion of the Project is as follows:

- Complete Detail Design: December 2025
- Obtain all Regulatory Approvals: December 2025
- Complete Construction Bidding, Award and Mobilization July 2026
- Complete construction and Commissioning: December 2028

- A. Seller may not proceed with the fabrication of the Goods until Buyer authorizes such action with a Notice to Fabricate.
- B. Seller may not proceed with the delivery of the Goods to the Jobsite until the Buyer authorizes such action with a Notice to Deliver.

Buyer intends to issue the Notice to Fabricate within 13 weeks of the Contractor's Contract Award. Contractor shall select milestone date upon contract assignment. Selected date shall be made final through written concurrence between Contractor and Seller.

5.03 Liquidated Damages.

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.01 above. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.01. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that liquidated damages are Seller's sole liability and Buyer's exclusive remedy for delay, and that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer the amounts stipulated in the following table where absent a Force Majeure event, when the delivery of the Goods is delayed beyond the Delivery Date or the completion of field commissioning services or the completion of all punch list items, solely due to the fault of the Seller, and that delay is the sole cause of Buyer's inability to perform all of its duties under the Prime Contract:

Milestone Number*	Liquidated Damages**
1,2, 3: (Shop drawing submittals and approval)	No damages
5 (Delivery of Goods to jobsite)	\$500/day
6(Completion of field commissioning services and substantial completion)	\$500/day
7 (Completion of all punch list items and final acceptance)	\$500/day
*For any delays caused by others, a like number of days shall be added to the beginning date of the Liquidated Damages. ** The total Liquidated Damages shall not exceed five percent (5%) of the Contract Price. Similar Liquidated Damages shall be assessed by the Buyer to the Contractor.	

- B. Buyer shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Seller, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

- C. Liquidated Damages for Goods delivery (Milestone Number 5) may be revised or waived with written concurrence between the Contractor and Seller upon contract assignment.

ARTICLE 6 – CONTRACT PRICE.

6.01. Lump Sum.

- A. Buyer shall pay Seller in current funds, for furnishing Goods and Special Services designated in Article 1 in accordance with the Contract Documents, a Lump Sum amount of (words): _____ (\$_____) (figures) as indicated in Seller's proposal.

ARTICLE 7 – PAYMENT PROCEDURES.

7.01 Progress Payments.

- A. Buyer shall make progress payments toward the Procurement Contract Price on the basis of Seller's Applications for Payment as follows:

Milestone No	Milestone Description	Payment ¹
1	Upon receipt of all approved Action Preconstruction Submittals	5%
2	Upon release to fabrication	15%
3	Upon complete shipment or 30 days	70%
	Upon successful startup and commissioning	10%

Notes:

1. Payment shall be made after the corresponding milestones are completed. Payment for Milestone 1 shall be paid by the City of Riverbank. The remaining payments shall be made by the Contractor after the Procurement Contract is assigned by the City of Riverbank to the Contractor/Assignee.

ARTICLE 8 – WARRANTY

8.01 Warranty and Correction Period.

As defined in the technical specifications .

ARTICLE 9 – SELLER'S REPRESENTATIONS.

- 9.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Proposal Documents.
 - B. If specified, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies in the Procurement Contract Documents that Seller has discovered or has actual knowledge of, and the written resolution thereof by Engineer is acceptable to Seller.
 - E. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Special Services.
 - F. Seller understands that the Goods and Services provided under this agreement will become part of the work of the Riverbank Wastewater Treatment Plant Upgrade construction project and the cost listed in Article 6.01 shall be guaranteed through anticipated completion of the construction project.

ARTICLE 10 – PROCUREMENT CONTRACT DOCUMENTS.

10.01 Contents

- A. The Procurement Contract Documents which comprise the entire agreement between Buyer and Seller concerning the furnishing of Goods and Special Services consist of the following:
 - 1. This PROCUREMENT AGREEMENT Section (00 52 11).
 - 2. PERFORMANCE BOND FORM Section (00 61 13.13) and PAYMENT BOND FORM Section (00 61 13.16).
 - 3. All other Procurement Specifications and Procurement Drawings, as listed in the Table of Contents of the Procurement Contract Documents.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - i. Exhibit A-1 Ultraviolet Disinfection System Assignment and Novation Agreement
 - ii. Seller's Proposal.
 - iii. Documentation submitted by Seller prior to Notice of Award.
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise in this paragraph.).
- C. There are no Procurement Contract Documents other than those listed in this Article.

ARTICLE 11 – MISCELLANEOUS.

11.01 Defined Terms.

A. Terms used in this Agreement will have the meanings indicated below:

1. *Buyer*—The individual or entity purchasing the Goods and Special Services.
2. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
3. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
4. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
5. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
6. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
7. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
8. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
9. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
10. *Notice of Award*—The written notice, by Buyer to a Proposer, of Buyer's acceptance of the Proposal.
11. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
12. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.

13. *Procurement Proposal Documents*—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).
14. *Procurement Proposal Requirements*—The advertisement or Request for Proposal, Instructions to Proposers, Bid security of acceptable form, if any, and Proposal Form with any supplements.
15. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
16. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
17. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
18. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
19. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
20. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
21. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
22. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
23. *Proposal*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
24. *Proposer*—An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
25. *Notice to Fabricate* – Written notice from Buyer to Seller authorizing the start of the fabrication of the procured equipment, as determined in the Procurement Contract.
26. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
27. *Seller*—The individual or entity furnishing the Goods and Special Services.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and

submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.

- 29. Special Services—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.*
- 30. Submittal—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents.*
- 31. Successful Proposer—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.*
- 32. Unit Price Goods and Special Services—Goods and Special Services to be paid for on the basis of unit prices (if any).*

11.02 Assignment.

- A. Buyer has the right to assign the Procurement Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. The Buyer anticipates that the Procurement Contract will be assigned to an Contractor. The form documenting the assignment of the Procurement Contract is attached as Exhibit A-1 to this Agreement.
 1. The Procurement Contract will be executed in the name of Buyer initially, and will be assigned to an Contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the Contractor. As of the date of acceptance of assignment by the Contractor, all references in the Procurement Contract Documents to Buyer shall mean the designated contractor whose responsibilities will include the installation and incorporation of the Goods.
 2. The assignment of the Procurement Contract shall relieve Buyer from all further obligations and liabilities under the Procurement Contract. After assignment, Seller shall become a subcontractor to Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract shall become the rights, duties and obligations of the Assignee.
 3. After assignment:
 - a. All performance warranties, and guarantees, including, but not limited to, all insurances, additional insured status, waivers of subrogation, bond coverages, indemnifications, limitation of liability, and remedies required by the Procurement Contract Documents will continue to run for the benefit of City and, in addition, for the benefit of the assignee.

- b. Except as provided in this Paragraph 10.02.A.3.b, all rights, duties and obligations of Engineer to Assignee and Seller under this Procurement Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments.
 - 2) Upon the written request of either the Assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Procurement Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Contract Documents. Such written clarifications and interpretations will be final and binding on Assignee and Seller.
- B. No assignment by a party hereto of any rights under or interests in the Procurement Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

11.03 Successors and Assignees.

- A. Buyer and Seller each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners, successors, assignees and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

11.04 Severability.

- A. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Business Addresses.

- A. The business address of Seller given herein is hereby designated as the place to which all notices, letters, and other communication to Seller will be mailed or delivered. The address of Buyer appearing herein is hereby designated as the place to which all notices, letters, and other communication to Buyer shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

Buyer: City of Riverbank

Attn: Laura Graybill
6617 Third Street,
Riverbank, CA 95367

Engineer: Brown and Caldwell.

Attn: Mike Harrison
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Seller: _____

B. The address of the assignee as indicated on Exhibit A-1 is hereby designated as the place to which all notices, letters, and other communication to assignee shall be mailed or delivered.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Five original Agreements included Exhibit A-1 shall be delivered as follows: 3 copies to Buyer, 1 copy to Seller, and 1 copy to Seller's Surety. Two of the Buyer's copies will be for execution by the Contractor and the Contractor's surety for execution when the Agreement is assigned.

This Agreement will be effective on_____.

Buyer:_____

Seller:_____

By_____

By_____

Title:_____

Title:_____

Address for giving notices

Address for giving notices

Approved as to Form

Joint Venture

Seller: _____

Attorney for Buyer

By

Title: _____

Address for giving notices

Surety:_____

By_____

Title:_____

Address for giving notices

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

END OF SECTION

EXHIBIT A-1

**ULTRAVIOLET DISINFECTION SYSTEM ASSIGNMENT AND NOVATION
AGREEMENT**

THIS AGREEMENT is entered this _____ day of _____, 20____, by and among the City of Riverbank ("hereinafter Owner"),

_____ (hereinafter Contractor") and

_____ (hereinafter "Seller).

WHEREAS, Owner and Seller have entered into a certain agreement for Goods and Special Services ("the Procurement Agreement") for delivery of the Supply (as defined therein) to Owner with respect to the City of Riverbank Wastewater Treatment Plant Upgrade (the "Project"), which contract was entered into on the _____ day of _____, 20____, and is incorporated herein by reference to which this Exhibit A-1 is attached, for identification only (hereinafter the "Procurement Agreement"); and

WHEREAS, after the making of the Procurement Agreement, Owner entered into a construction contract with Contractor for Installation and Construction work at the City of Riverbank Wastewater Treatment Plant, which contract, Project No. ____, was entered into on the _____ day of _____, 20____, and is incorporated into this Agreement by reference; and

WHEREAS, Owner, Seller, and Contractor now desire to permit the assignment of the Procurement Agreement by Owner to Contractor and the assumption by Contractor of the entirety of Owner's liability, if any, to Seller thereunder, so as to substitute Contractor for Owner and thus cause a novation of the Procurement Agreement; and

WHEREAS, the parties hereto desire to make this Assignment and Novation because, under the terms of the Construction Contract, Contractor is obligated to Owner to provide the Supply which is the subject of the Procurement Agreement and the parties desire that Seller provide such Supply to Contractor, and that Contractor and Seller release Owner with respect to the Procurement Agreement in accordance with the terms of this Agreement; and

WHEREAS, Contractor has provided Owner with a labor and material payment bond in the full amount of the Construction Contract, including the Ultraviolet Disinfection System Procurement Contract Price; and

WHEREAS, Contractor's acceptance of the assignment and novation of the Procurement Agreement is "as is", with no new or additional terms and conditions being imposed upon Seller by Contractor, except as otherwise provided in the Procurement Documents.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Procurement Agreement and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and assigns to Contractor all its right, title and interest in and to the Procurement Agreement and all liabilities, duties and obligations of Owner arising out of or relating to the Procurement Agreement, including without limitation all rights under the PERFORMANCE BOND FORM Section (00 61 13.13), and all rights and obligations regarding the purchase of the Ultraviolet Disinfection System as defined by the Procurement Documents for the Ultraviolet Disinfection System as provided in the Procurement Agreement. Notwithstanding any other provision of this Assignment and Novation Agreement, Owner retains all of its contractual rights under its contract with Seller concerning Seller's performance and guarantees and warranties respecting the Supply under the Procurement Agreement, whether said performance occurs or the Supply is provided before or after the date of this Assignment and Novation Agreement.

Dated: _____

CITY OF RIVERBANK

By _____

Title _____

2. Assumption of Assignment, Liabilities and Novation: The undersigned authorized representative of (_____ Insert Name of Contractor)

hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Owner under the Procurement Agreement therein specified to the same extent as if Contractor had been an original party thereto, agrees to assume all liabilities, duties and obligations of Owner arising out or relating to the Procurement Agreement, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold Owner harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Procurement Agreement arising out of or with respect to the performance or non-performance of its duties and obligations), and all rights and obligations regarding the procurement of the Ultraviolet Disinfection System as provided in the Procurement Agreement.

3. Owner's Right to Reassignment: Notwithstanding any other provision of this Assignment and Novation Agreement, Owner is a third party beneficiary of the Procurement Agreement and retains the right to require that Contractor assign the Procurement Agreement back to Owner should the Owner in its sole discretion determine that such a reassignment is desirable or necessary, including but not limited to the occurrence of the following: Contractor's breach of the Procurement Agreement, Contractor's breach of the above-referenced Contract Agreement, and/or Contractor's becoming the subject of a bankruptcy proceeding.

Dated: _____

[Insert Contractor Name]

By _____
_____, President

By _____
_____, Secretary

The payment bond surety and performance bond surety of Contractor hereby consents to the Assumption of Assignment, Liabilities and Novation and grants Supplier and Owner all rights, benefits and privileges under its bonds issued with Contractor as otherwise afforded as if Supplier were an original supplier or subcontractor to Contractor from inception.

Dated: _____

[Insert Contractor's Surety Name] By _____

Title

END OF DOCUMENT

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Supplemental Contract Provisions for Section 00 52 11 Procurement Agreement

The following contract provisions are hereby incorporated into the Procurement Agreement (“Agreement”) and are binding on both Buyer and Seller:

Section 1. Modification to Goods and Services. Any request for goods or services not included in the Procurement Documents will be considered a request for additional or modified goods and services (“Modifications”). Seller shall not receive additional compensation for any Modifications of the goods or services unless Buyer agrees otherwise in a writing executed by both Buyer and Seller.

Section 2. No Conflict of Interest. Seller represents that no conflict of interest will be created under this Agreement or any applicable law. All rights and remedies of Buyer, whether under this Agreement or applicable law, shall be cumulative.

Section 3. Termination. This Agreement may be terminated at any time and for any reason by Buyer upon thirty (30) days’ advance written notice. In the event of such termination Seller is to be fairly compensated for all goods delivered and accepted by Buyer and services performed. The whole or any part of this Agreement may be cancelled only with the prior written consent of Seller. If Seller does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by Seller, and which will include recovery of costs plus reasonable profit. **Section 4. Delivery Risk of Loss.** All orders will be delivered duty paid destination if not otherwise specified. Risk of loss or damage to the goods shall remain with Seller until the goods have been delivered and accepted by Buyer. Buyer will promptly inspect and accept any Goods delivered pursuant to this Contract after receipt of such Goods. In the event the Goods do not conform to any applicable specifications, Buyer will promptly notify Seller of such nonconformance in writing. Seller will have a reasonable opportunity to repair or replace the nonconforming Good at its option. Buyer will be deemed to have accepted any Goods delivered hereunder and to have waived any such nonconformance for such Goods unless a written notification pursuant to this paragraph is received by Seller within fourteen (14) calendar days of delivery to Buyer destination on order.

Section 5. Assurance of Performance. If, at any time, Buyer believes Seller may not be adequately performing its material obligations under the Agreement or may fail to complete its material obligations under this Agreement, Buyer may submit a written request to Seller for written assurances of performance and a plan to correct observed deficiencies in Seller’s performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 6. Indemnification By Seller. Seller shall protect, indemnify, hold harmless and defend Buyer, its directors, officer, employees, and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney’s fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgements for damages

(collectively, “Seller’s Agents”), to the proportional extent caused by Seller, Sellers’ employees, representatives, or agents of Seller, or anyone that Seller controls (collectively, “Seller’s Agents”)’ negligent acts or omissions, recklessness, or willful misconduct, in the performance of their duties or in their operations under this Agreement. Such obligations to defend, hold harmless and indemnify Buyer and Buyer’s directors, officers, employees and agents shall not apply to the extent that such acts or omissions are caused in whole by the sole negligence, active negligence, or willful misconduct of Buyer or Buyer’s directors, officers, employees and agents.

Section 7 Insurance. Subject to the discretion of the Buyer, Seller shall not begin any performance under this Agreement until it has (1) provided Buyer insurance certificates and a blanket endorsement reflecting evidence of all insurance and endorsements required and described herein; (2) obtained Buyer approval of each insurance company or companies; and (3) confirmed that all policies contain the special provision required herein. Seller’s liabilities, including but not limited to Seller’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Seller’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated by Buyer as a material breach of Agreement. Buyer reserves the right to require Seller to submit copies of any certificates of insurance or endorsements upon reasonable request by Buyer.

1. **Commercial General Liability.** Commercial General Liability (CGL) insurance providing coverage which shall at least cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
2. **Commercial Automobile Liability.** For all of Seller's automobiles including owned, hired and non-owned automobiles, Seller shall keep in full force and effect, automobile insurance providing coverage for at least bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
3. **Workers' Compensation.** For all of Seller's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Seller shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Seller shall provide an endorsement that the insurer waives the right of subrogation against Buyer and its respective elected officials, officers, employees, agents, and representatives.

Section 7 Independent Contractor. Seller shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Seller performs the services required under this Agreement. Seller shall be liable for its acts and omission, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained in the Procurement Documents shall be construed as creating an employment, agency or partnership

relationship between the Buyer and Seller. Buyer shall have the right to control Seller only insofar as the result of Seller's goods and services rendered pursuant to this Agreement; however, Buyer shall not have the right to control the means by which Seller accomplishes the rendering of goods and services pursuant to this Agreement.

Section 8. Seller Not Agent. Except as Buyer may specify in writing, Seller shall have no authority, express or implied, to act on behalf of Buyer in any capacity whatsoever as an agent. Seller shall have no authority, express or implied, pursuant to this Agreement to bind Buyer to any obligation whatsoever.

Section 10. Compliance with Applicable Law. Seller agrees to comply with all applicable federal, state, and local law in connection with the performance of this Agreement, including the payment of prevailing wage when required.

Section 11. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California. For any dispute arising from this Agreement, Buyer and Seller consent to jurisdiction and venue in Stanislaus County Superior Court.

Section 12. Miscellaneous.

12.1 Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

12.2 Authority. Buyer and Seller warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other Agreement or agreement to which such Party is obligated, which such breach would have a material effect hereon.

12.3 Drafting Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that council, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

12.4. Records. Seller is required to maintain records relating to its performance of the Agreement and to make those records available for audit or inspection for four (4) years after Seller completes performance of the Agreement or the Agreement is otherwise terminated.

12.5. Audit. Buyer shall have access upon reasonable advance written notice to all reports, Agreement records, Agreement documents, Agreement files, and personnel necessary to audit and verify Seller's charges to Buyer under this Agreement.

12.6. Attorney's Fees and Costs. Reserved.

12.7 Intellectual Property; Information Technology; Privacy. Seller retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Buyer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Buyer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Buyer. To help ensure mutual compliance with applicable privacy laws, Buyer will not provide to or share with Seller any personal data or personally identifiable information.

12.8 Acceptance and Set-off. Except to the extent agreed upon in writing by Seller's CFO, all Goods and Special Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Seller's invoice date and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Buyer bears the customary burden of proof with respect to any amounts invoiced by Seller but not paid by the invoice due date. Buyer shall pay Seller interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance.

12.9 Force Majeure. Seller is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Seller may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof.

12.10 Tariffs. Buyer is aware of the possibility that the United States may impose tariffs, duties or other surcharges ("Tariffs") on all goods made and/or shipped from Canada to the United States. If the applicable Incoterm requires Seller to pay for the Tariffs, Seller will be responsible for the payment of any such Tariff; provided however that Buyer hereby agrees that, notwithstanding the Incoterm, to reimburse Seller in full for such Tariffs in the event they are imposed within 30 days from receipt of an invoice from Seller. Seller shall provide applicable documentation demonstrating that the Tariffs were imposed, and that Seller was required to pay those Tariffs and has indeed paid such Tariffs. If the applicable Incoterm requires Buyer to pay the Tariffs, Buyer shall pay any such potential Tariffs.

12.11 Limitation on Liability. THE TOTAL LIABILITY OF SELLER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SPECIAL SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SELLER UNDER THE AGREEMENT (THE "TOTAL COMPENSATION"), EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SELLER'S WILLFUL MISCONDUCT.



CITY OF RIVERBANK CA DEVELOPMENT SERVICES

REQUEST FOR PROPOSALS (RFP)
UV DISINFECTION SYSTEM

SUBMITTED BY TROJAN TECHNOLOGIES AND
THE COOMBS HOPKINS COMPANY

TROJAN  **UV**™

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CALIFORNIA REUSE INSTALLATIONS

US INSTALLATIONS OF SIMILAR SIZE

May 5, 2025

Laura Graybill
Project Coordinator
City of Riverbank
Development Services
6707 Third Street
Riverbank, CA 95367

RE: **REQUEST FOR PROPOSALS (RFP) - UV DISINFECTION SYSTEM**

Dear Ms. Graybill;

During our 48-year history, Trojan has led the world's innovations in UV: from the introduction of the first large-scale medium-pressure lamp UV system to the commercialization of electronic ballasts and automated cleaning systems. This leadership is evidenced by the development of a high-efficiency UV reactor for the world's largest UV installation: the Catskill-Delaware Water Treatment Plant in New York City, New York, USA. In 2013 Trojan **TrojanUVSigna™** System received the **WEF Innovation Technology Award** which has led the trend in the industry toward inclined systems using the same SOLO 1000W lamp and ballast as proposed for the City of Riverbank.

The Signa design proposed for the City of Riverbank is based on the TrojanUVSigna™ 2 Row System. The TrojanUVSigna™ 2 Row is the latest variation of the SIGNA system.

The UV system layout has one (1) channel, with four (4) banks, one (1) bank is completely redundant. Each bank contains twelve (12) lamps. This channel can treat a flow of 2.3 MGD at the design minimum UVT of 55% while delivering a dose of 100mJ/cm².

We would like to take this opportunity to outline the key features that differentiate the proposed TrojanUVSigna™ System. The TrojanUVSigna™ offers the following advantages over other UV systems:

- Reactor and Lamp Orientation – the lamp orientation of the TrojanUVSigna™ is a unique staggered, inclined array. This orientation was selected because it combines the best benefits of both horizontal and vertical lamp UV systems.
 - Like a horizontal system, it offers high disinfection performance, hydraulic benefits and is effective over a wide range of water quality. Like a vertical system, it offers maintenance benefits (e.g. easy lamp replacement).
 - The inclined arrangement overcomes the drawbacks of vertical system such as stress on quartz sleeves and debris collecting on the lamp arc length.
 - The inclined lamp position has additional benefits (over vertical systems) in that modules are more stable, less prone to vibration and are easier to raise from the channel.
 - The lamp pattern was developed specifically to maximize the reactor performance with the high-powered Solo Lamp™.
- The Solo Lamp™ that is used in the TrojanUVSigna™ is the most powerful high efficiency low pressure high output lamp in the world. This results in the **LOWEST** lamp count resulting in fewer lamps to maintain and replace.
- The Solo Lamp™ has been independently validated according to NWRI protocol to show a 14% degradation over its guaranteed lifetime of 18,000 hours.

- A fully automatic chemical/mechanical cleaning system (ActiClean™) is provided for the quartz sleeves. This fully automated sleeve cleaning system minimizes power consumption and eliminates operator involvement for system cleaning. This will significantly reduce the plant's operating and maintenance costs (both labor and materials) as UV systems that do not include chemical/mechanical cleaning require a chemical dip tank.
- The TrojanUVSigna™ system is uniquely modular as we can provide banks sized from 8 to 24 lamps in 2 lamp increments. This flexibility results in cost savings and the minimum number of lamps, sleeves, drivers, etc. to maintain.
- The Solo Lamp™ is powered by a Lamp Driver located in a separate electrical panel which can be located beside the channel or up to 100' away in a separate building. The lamp driver warranty matches the best in the industry with a 10-year warranty. Note that the ballast panels are unique compared to that of other UV systems in that one panel can power multiple banks in the same channel yet have electrical isolation between the banks. The value is when servicing a single bank, other banks powered from the same panel can remain ON.
- An integral module lifting device for each module/bank means there is no need for expensive overhead cranes. For channel cleaning, the modules can simply be translated to their out of channel position to allow for channel access. The banks can also be completely removed from the channels off to the side which results in a channel completely free from obstructions.
- Unique in the industry is the bank submergence rating. Trojan has designed the in-channel UV banks to be rated to a UL Type 6P standard and to tolerate temporary flood conditions of up to 24 hours.

The design and support of the proposed TrojanUVSigna™ system is provided by Trojan Technologies, a world leader in UV based disinfection technologies. Purchasing a UV system from Trojan Technologies offers the following advantages:

- The largest installed base of municipal systems in the world, including ninety-five (95) municipal wastewater/reuse systems operating in California alone. Twelve (12) of these installations are the UVSigna.
- A simple disinfection performance guarantee is provided, at no extra cost, and is valid for the life of the System. This is significantly better than the three (3) year performance guarantee required in the specification.
- Trojan offers a toll-free number with qualified Technicians available 24-hours / 7 days a week for emergency support.
- Trojan UV Installations are supported by a network of over 60 factory trained certified technicians in North America and including six (6) local Trojan certified technician based in California.
- **Stream™ connection** is a support tool that provides our Technical Assistance Center (TAC) with instant access to your Trojan UV system to quickly diagnose and resolve any issues. Monitor the UV system remotely with the **Stream™** app. Learn more here: <https://www.trojantechnologies.com/en/products/connectivity/stream>

We would like to thank the City of Riverbank and Brown & Caldwell Engineers for the invitation to submit our proposal for this project. If you have any questions, please do not hesitate to contact me at (519) 619-7352 or through our local representative, Ross Tate with Coombs-Hopkins Company at (209) 996-2254.

Best regards,



Jordan Fournier
Regional Manager
Trojan Technologies

PROPOSAL FORM (SECTION 00 42 13)



SECTION 00 42 13

PROPOSAL FORM

CITY OF RIVERBANK

ULTRAVIOLET DISINFECTION SYSTEM

CITY OF RIVERBANK

Trojan Technologies Corporation

Proposer's Firm Name

3020 Gore Road

Street Address

London Ontario N5V 4T7

City State Zip Code

519-457-3400 519-457-3030

Phone Number Fax Number

Pursuant to your published Notice to Equipment Manufacturers for the supply of the Ultraviolet Disinfection System, in accordance with the Procurement Drawings and Procurement Specifications thereto, and now on file, Trojan Technologies Corporation (name of firm) hereby offers and agrees to supply the Ultraviolet Disinfection System in full accord with the terms of said Procurement Drawings and Procurement Specifications for the prices and on the terms and conditions herein contained.

It is agreed that the following forms shall be included as a part of this proposal:

PROPOSAL FORM (Section 00 42 13)

PROPOSER'S INFORMATION (Section 00 45 10)

PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION (SECTION 00 45 17)

NONCOLLUSION AFFIDAVIT (Section 00 45 19)

It is acknowledged that addenda numbers 1 through 2 have been received and examined as a part of these contract documents.

Basis for Award: Buyer reserves the right to reject all Proposals. The award will be based on the results of the evaluation conducted on the basis of the PROPOSAL EVALUATION Section (00 31 00) with the award going to the proposal with the highest scores of a responsible Proposer.

The undersigned agrees to execute a Procurement Agreement with the City of Riverbank with the understanding that the Procurement Agreement will be assigned to a Contractor to be selected at a later date.

The Procurement Agreement will be in the Total Proposed Price given in this Proposal Form.

The undersigned acknowledges that the Ultraviolet Disinfection System Procurement Agreement with assignment to Contractor Procurement Documents will be included within the Proposal Documents for the construction contract for the City of Riverbank Wastewater Treatment Plant Upgrade and subsequently within the contract between the Contractor for that project and the City.

The undersigned acknowledges that the Total Proposed Price in the Proposal Price Schedule will be utilized as set cost of the Ultraviolet Disinfection System and will be entered into the Proposal Price form of the proposal documents for the construction contract of the City of Riverbank Wastewater Treatment Plant Upgrade and shall be guaranteed through July 2028 (anticipated completion of construction project). If milestone dates are delayed for reasons other than those caused by the Contractor or Supplier, the price shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Product Price Index (PPI). Price adjustments shall be on a pro-rated basis for the Goods and Special Services related to the specific milestone delay.

It is agreed that the milestone dates, liquidated damages, and progress payments as stipulated in the PROCUREMENT AGREEMENT FORMS Section (00 52 11) are fair and justifiable and therefore acceptable to the undersigned.

It is understood that the City reserves the right to reject any and all Proposals and to determine which Proposal is, in the judgment of the City, the lowest responsive Proposal of a responsible Proposer or group of Proposers and which Proposal should be accepted in the best interests of the City. The City also reserves the right to waive any informality in any Proposal.

It is agreed that the Total Proposed Amount in the table below shall remain valid up until 90 days from the date of proposal submission and will not be withdrawn by the undersigned except as provided for in the INSTRUCTIONS TO PROPOSERS Section (00 21 16).

Proposed Price Schedule for furnishing of Ultraviolet Disinfection System in accordance with the Procurement Contract Documents.

Item	Description	Quantity	Units	Total Price per Item (Dollars)
1.	Prepare all fabrication related submittals and shop drawings for the UV Disinfection System and all other cost items not included in item 2. (Limited to 5% of Total Proposed Price.)	1	1	\$34,750
2.	Furnish a complete UV Disinfection System and services during design and installation in accordance with the Procurement Contract Documents and Procurement Drawings, including factory testing and reports, shipment to jobsite, all taxes warranties and commissioning, field services and training.	1	1	\$568,550 Taxable \$91,700 Non-Taxable
3.			Tax (7.88%)	\$44,801.74
4.				
TOTAL PROPOSAL PRICE				\$739,801.74

7.88% tax applied to equipment only

Josh Richardson

Signature of Proposer

Josh Richardson

Name (Printed or Typed)

Sr. Director - North American Sales

Title

END OF SECTION

PROPOSER'S INFORMATION (SECTION 00 45 10)



SECTION 00 45 10
PROPOSER'S INFORMATION

CORPORATIONS:

If Proposer or other interested person is a corporation, complete the following:

Legal Name of Corporation Trojan Technologies Corporation

Pete Oveson Sameer Rathan

Name of President Name of Treasurer

James Tanaka Bernard Skeete

Name of Secretary Name of Manager

PARTNERSHIPS:

If Proposer or other interested person is a partnership, complete the following:

Name of Partnership _____

Name of Partner Name of Partner

Name of Partner Name of Partner

Name of Partner Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

Name of Partner

JOINT VENTURE:

If Proposer or other interested party is a joint venture, complete the following:

Name of Joint Venture _____

Firm 1

Firm 2

Name of Individual Firm

Name of Individual Firm

Name of Firm President

Name of Firm President

Name of Firm Secretary

Name of Firm Secretary

Name of Firm Treasurer

Name of Firm Treasurer

Name of Firm Manager

Name of Firm Manager

Firm 3

Firm 4

Name of Individual Firm

Name of Individual Firm

Name of Firm President

Name of Firm President

Name of Firm Secretary

Name of Firm Secretary

Name of Firm Treasurer

Name of Firm Treasurer

Name of Firm Manager

Name of Firm Manager

INDIVIDUALS:

If Proposer or other interested party is an individual, complete the following:

Full First and Last Name of Individual _____

END OF SECTION

**PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL
INFORMATION (SECTION 00 45 17)**



SECTION 00 45 17

PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION

1.01 GENERAL

This experience statement shall be submitted with the sealed Proposals. Failure to properly submit the following information will result in a non-responsive Proposal.

1.02 EXPERIENCE - PASS/FAIL REQUIREMENTS

An answer of "no" to any of the following questions will result in a non-responsive Proposal:

1. Has the Proposer been manufacturing this type of equipment for the past 10 years?



Yes



No

2. Does the Proposer have a service center within 500 miles of the Point of Destination?



Yes



No

3. Has the Proposer manufactured and supplied this equipment in North America to at least ten projects for non-potable water reuse applications in the last ten years?



Yes



No

4. Is the Proposer ISO 9001 certified?



Yes



No

Provide for 3 out of the set of 10 projects referred in number 3, above, the following details:

Project # 1. Paso Robles WRF, CA

Owner: City of Paso Robles, CA

Owner's Contact Information _____

Name Casey Shepherd

Title Wastewater Resources Manager

Phone No 805-400-8772

Email cshepherd@prcity.com

Date of Installation: 11/21/2017

Design Flow: 3.7 MGD

Influent Origin: Tertiary Effluent (Disk Filters) (Secondary, Tertiary Effluent, etc.)

Treatment Goal / Effluent Standards: CA Title 22 (CA Title 22, E coli MPN/100 ML, etc.)

UV Dosage: 100 mJ/cm2

Power: Total (Installed) and Duty (discounting power to standby units).

101.2kW Installed, 88.5kW Duty

Project # 2 Jackson WWTP
Owner: City of Jackson CA
Owner's Contact Information _____
Name Joel Lindsey
Title Interim Chief Plant Operator
Phone No 209-602-9889
Email jlindsey@ci.jackson.ca.us _____
Date of Installation: 5/24/2018
Design Flow: 4.0 MGD
Influent Origin: Tertiary Effluent (Disk Filters) (Secondary, Tertiary Effluent, etc.)
Treatment Goal / Effluent Standards: CA Title 22 (CA Title 22, E coli MPN/100 ML, etc.)
UV Dosage: 100 mJ/cm2
Power: Total (Installed) and Duty (discounting power to standby units).
 84.5kW Installed, 63.5kW Duty

Project # 3 San Diego South Bay WRP
Owner: City of San Diego
Owner's Contact Information _____
Name Ernie Molas
Title WWTP Superintendent
Phone No 619-980-9055
Email emolas@sandiego.gov _____
Date of Installation: 12/19/2019
Design Flow: 15 MGD
Influent Origin: Tertiary Effluent (sand filters) (Secondary, Tertiary Effluent, etc.)
Treatment Goal / Effluent Standards: CA Title 22 (CA Title 22, E coli MPN/100 ML, etc.)
UV Dosage: 100 mJ/cm2
Power: Total (Installed) and Duty (discounting power to standby units).
 202.2kW Installed, 177.0kW Duty

1.03 DESIGN AND PERFORMANCE

In addition to all requirements specified in individual technical specifications, include the following design and performance data for the equipment to be supplied:

1. List of the following disinfection design and operation parameters:

Table 1: Design and Operation Parameters

Parameters	Value
Number of Duty banks	3
Number of Redundant banks	1
Number of Lamps per bank	12
Banks Online at Average Flow	2 3
Number of Lamps per Ballast	2
Number of Lamps per Sensor	12
FF (Fouling Factor)	0.94
EOLL (End of Lamp Life Factor)	0.86
Free board, ft	1 ft allowable
Power required at average flow, kW	24.2 kW 31.7 kW
Total connected load, kW	58.1 kW
Power per lamp, kW	1.053
Width of UV channel, ft	3.28
Length of UV channel, ft	30.6
Water Depth in UV channel at maximum flow, ft	5.3

2. List of the following UV system maintenance parameters:

Table 2: Consumable and Maintenance Parts and Costs

Item	Unit Cost	Guaranteed Life	Person hours per Replacement or Service
UV Lamp	\$690	18,000 hours prorated after 9,000	0.1 hours / lamp
UV lamp sleeve	\$270	10 years prorated after 1	0.2 hours / sleeve
UVI Sensor	\$1,988	5 years prorated after 3	0.1 hours / sensor
Wiper	\$40	2 years	0.15 hours / wiper
UV ballast	\$1,020	10 years prorated after 2	0.15 hours / ballast
Annual cost for sensor calibration	\$750	N.A.	N.A. - factory calibrated
Annual costs for cleaning system consumables and chemicals	\$1,275	N.A.	N.A.
Others (Specify):			

Proposer to include in Table 2 any consumables and replacement part typically necessary to be consumed or replaced in a 15-year period.

3. Copy of ULTRAVIOLET DISINFECTION EQUIPMENT Section (46 66 56), indicating with check mark "✓" each paragraph Proposer's proposal is fully compliant with and an "X", those where its proposal is only partially or not compliant.

*Please refer to Item 1 - Detailed Evaluation of Proposal for the required checked spec.

4. List and detail of the deviations taken from the Procurement Proposal Documents, referring to the specification section, paragraph and item, or drawing as applicable.
5. The following data and documentation to support the numeric evaluation of the Proposals detailed in PROPOSAL EVALUATION Section (00 31 00).

Reference to Evaluation Criterion	Reference Subject	Instructions to Proposer
2.c.	Spare Parts Availability	List lead time (in business days) for all spare parts included in the Proposal with a projected service life of less than 2 years. Supply one (1) customer reference from within last 6 months where this lead time or shorter lead time was met. Supply location of nearest service center, indicating distance in miles from service center to project location and number of technicians full time assigned to that service center.
3.b	Lead time for Specified Scope	List time to deliver to the project site all equipment and ancillaries comprising the complete system following receipt of notice to fabricate. Supply time required for preparation of submittals.
4.a	Installations within the state of California with same size or larger equipment	Supply a list of up to 20 installations within the state of California for water reuse like the existing in terms of flow and targeted use. List design flow and installed power for each entry.
4.b	Additional Installations within the USA with same size or larger equipment	Supply a list of up to 10 installations within the US beyond those included in 4a. List flow and installed equipment power for each entry.

Additional pages outlining this portion of the Proposal shall be attached to this document, as necessary.

***Please refer to Item 2, 3, and 4 within this proposal for additional information**

1.04 AFFIDAVIT

We, the undersigned, Sr. Director - North American Sales and Director - North American Municipal Sales

_____ (.) as the authorized representatives
for Trojan Technologies Corporation

_____ (firm) an interested manufacturer for the Ultraviolet Disinfection System do hereby attest that all statements and representations made herein are true and correct to the best of our knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

We acknowledge that we have received addenda numbers 1 through 2 .

We understand that the City will investigate any and all statements and representations made by us and our firm in this Statement of Experience and Supplemental Information and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, we have provided them. We agree to waive any claims against the City, Engineer and/or any third party designated by the City for the release of the information necessary to evaluate this Statement of Experience and Supplemental Information Package.

We further understand that any false statement or representations made in this application will result in disqualification of our firm as a Proposer for the Project. If it is determined that these false statements or representations were purposefully made to change, hide, or obscure negative information from the City in an attempt to qualify under these false pretenses, the action will result in loss of eligibility for our firm to qualify for any City contracts for a minimum period of one (1) year and a maximum period of five (5) years from the date of discovery. If the discovery of false representation occurs after the contract is awarded to our firm, we understand and agree that the City reserves the right to terminate the contract for cause and to seek legal remedy under the prevailing statutes.

Type text here

Josh Richardson

(.)

Josh Richardson (Signature)

Sr. Director - North American Sales (Title)

Attested:

Mark Selander (.)

Mark Selander

(Signature)

Director - North American Municipal Sales (Title)

Date May 2, 2025



Corporate Seal

END OF SECTION

NON-COLLUSION AFFIDAVIT (SECTION 00 45 19)



SECTION 00 45 19
NONCOLLUSION AFFIDAVIT

City of Riverbank

Ultraviolet Disinfection System

The undersigned declares:

I am the Senior Director of Trojan Technologies, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/2/25 (date), at London (city), Ontario ~~(state)~~ (province)

If Proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of firm, also names of all individual partners composing the firm. If the Proposer or other interested person is a joint venturer, state the name of the joint venture, the names of the individual joint venture firms, and the names of the president, secretary, treasurer and manager of each individual joint venture firm. If Proposer is an individual, state first and last names in full.

NOTE: State on the line below whether your concern is a corporation, joint venturer, a copartnership, private individual, or individuals doing business under a firm name.

Concern: _____

If the Bidder is a corporation, the Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Proposer is a corporation, please complete the following:

This corporation is organized and existing under and by virtue of the laws of the State of Deleware.

Corporate seal is required if Proposer is a corporation. Also, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the Proposal to execute contracts on behalf of the corporation.

If the Proposer is a partnership, the Proposal must be executed in the name of the partnership and one of the partners' signatures must be subscribed thereto as the authorized representative of the partnership.

If the Proposer is a joint venturer, the Proposal must be executed in the name of the joint venturer by a representative of one of the joint venture firms. Additionally, a copy of the resolution or agreement empowering the representative to execute the Proposal and bind the joint venturer shall be furnished.

FIRM NAME: Trojan Technologies Corporation

ADDRESS: 3020 Gore Road, London Ontario Canada, N5V 4T7

Respectfully submitted by:

Josh Richardson
Signature of Proposer

Josh Richardson
Name (Printed or Typed)

Sr. Director, North American Sales
Title

END OF SECTION

ITEM 1 – DETAILED EVALUATION OF PROPOSAL



Item 1 Detailed Evaluation of Proposal

Item 1.a – Clarity, Definition, and Completeness

Provide accurate and complete proposal clearly stating what is supplied, what is excluded, providing clarity in pricing and in terms and conditions, as well as noted all exceptions and deviations from the Procurement Drawings and Procurements Specifications.

TROJAN RESPONSE: Please refer to the additional documentation provided with this proposal which assists in delivering an accurate and complete proposal. This additional documentation includes:

- **Scope of Supply**
- **Layout Drawing**
- **Marked-up Specification outlining any exceptions**
- **Comments to the contract agreement outlining any exceptions**

Item 1.b – Adherence to Specification

Provide a marked-up copy of, Ultraviolet Disinfection Equipment Section (46 66 56), denoting compliance with each specification item by placing a checkmark next to it. Any deviations or exceptions to the specification shall be noted on the specification mark-up and signed by an executive of the proposer company with signatory power, assuring the accuracy of the information supplied.

TROJAN RESPONSE: Please refer to the marked-up specification included under item 1.a

SCOPE OF SUPPLY





**SCOPE OF SUPPLY FOR RIVERBANK DEVELOPMENT SERVICES
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJANUVSIGNA™**

Prepared for: City of Riverbank

Specification Section: UV Section 46 66 56

Addendum: 1-2

Trojan Quote: 236392

Design Criteria:

Current Peak Design Flow:	2.30 MGD
Average Flow:	4.50 MGD 2.3 MGD
UV Transmission:	55% minimum
Total Suspended Solids:	5 mg/L (Maximum, grab sample)
Minimum Dose:	100 mJ/cm ² MS2 RED
Discharge Limit:	2.20 Total Coliform /100 mL (7 Day Median, 23 Maximum)
Redundancy:	One (1) Bank per channel (33.33% redundant equipment).

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer inquiries to Trojan Manufacturer's Representative:

Representative: Ross Tate
Coombs Hopkins Company
Phone: 209-996-2254
Email: ross@chcwater.com

This proposal has been respectfully submitted by,
Trojan Technologies

Jordan Fournier
Regional Sales Manager

GENERAL CONFIGURATION

The TrojanUVSigna equipment described in this Scope of Supply consists of equipment for 1 channel with 3 duty and 1 redundant UV banks.

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the Installation Contractor and are not included in Trojan's Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

Site to provide approved (engineered) anchor points for personnel to use as part of their fall restraint system around open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 ft (2.4 m) is of sufficient length to access the work at the channel. Refer to local safety regulations.

UV BANKS

Trojan's Responsibility:

Each bank supplied will consist of TrojanUV Solo Lamps™, quartz sleeves, supporting structures, ActiClean™ chemical/mechanical cleaning system and an automatic bank lifting mechanism. UV lamps are powered from an individual electric feed from a lamp driver located in a Power Distribution Center (PDC).

Model and Make:	TrojanUVSigna™
Quantity:	Four (4) UV Banks / Channel Each bank will be supplied with 12 UV lamps and quartz sleeves, one (1) UV intensity sensor, one (1) ActiClean chemical-mechanical wiping system and one (1) automatic bank lifting mechanism
Rating:	Type 6P / IP68 (lamp sleeve assemblies)
Bank Frame:	One (1) frame with included hardware is provided for up to two (2) banks
Lamp Cables Length:	Lamp Cable Length 25m (82') (<i>refer to Trojan layout drawing for available routing distance</i>)

Installation Contractor's Responsibility:

The Installation Contractor shall install, align, secure, and seal (grout) each UV bank frame in the channel per the instructions provided. The Installation Contractor shall provide solid grating downstream of the UV bank to block out UV light. Please refer to the supplied Trojan-supplied drawings for details.

SYSTEM CONTROL CENTER

Trojan's Responsibility:

A System Control Center (SCC) shall be supplied to monitor and control the UV disinfection System. Trojan will provide a PLC I/O and soft address map to aid the Installation Contractor with integration of the UV PLC and SCADA system. *Note: if Trojan is required to provide a managed switch in the SCC, the Plant's IT department or System Integrator will be responsible for configuring the switch to meet the Plant's security and traffic routing requirements.* The UV SCC shall consist of the following:

Quantity Supplied:	One (1) SCC
Location:	Floor Mounted Cabinet
Controller Type:	AB CompactLogix 5069-L320ER
Operator Interface:	Allen Bradley PanelView Plus 7 -12" (with Outdoor 4X Rated window kit)
Material / Rating:	316 Stainless Steel - Type 4X (IP66)
SCADA:	EtherNet/IP
Surge Protection:	None

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the SCC as indicated on the drawings. Unless otherwise indicated, the Installation Contractor is also responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 110-240V, 50/60 Hz, 1 Phase, 2 Wire + GND, 1.5 kVA (minimum)
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link per UV channel, Belden 3106A (or equivalent), to PDC(s) and HSC(s) (daisy chained)
4. One (1) One (to be defined per project specific requirements, i.e. Cat 5e, Cat 6 Ethernet) communication link to SCADA
5. One (1) 4-20 mA analog shielded twisted pair from plant flow meter
6. One (1) 4-20 mA analog shielded twisted pair from online UV Transmittance monitor
7. One (1) discrete, 2 conductors, 20 gauge minimum, open command to each weir gate
8. One (1) discrete, 2 conductors, 20 gauge minimum, close command to each weir gate
9. One (1) discrete, 2 conductors, 20 gauge minimum, remote mode indication from each weir gate
10. One (1) 4-20 mA analog shielded twisted pair, 20 gauge minimum, gate position indication from each weir gate
11. One (1) 24V DC, 2 conductors + GND, power to the Level Sensor Monitor
12. One (1) 4-20 mA analog shielded twisted pair from the Level Sensor Monitor

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POWER DISTRIBUTION CENTER

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV lamps and shall consist of the following:

Quantity Supplied:	One (1) PDC
Method of Cooling:	Air-conditioning
Material / Rating:	316 Stainless Steel – Type 4X (IP66)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the PDC in location. The Installation Contractor is also responsible for the supply, installation and connection of the following at each PDC:

1. One (1) 480 / 277V, 60 Hz, 3 phase, 4 wire + GND, power feed with local disconnect—(provided by others)
2. One (1) bond link to plant ground in accordance with applicable codes and standards (to underside of panel)
3. One (1) bond link from each UV bank to the corresponding PDC in accordance with the applicable drawings, specifications, codes, and standards
4. One (1) bank-in-place sensor cable (by Trojan) from each UV bank to the corresponding PDC
5. One (1) UV intensity sensor cable (by Trojan) from each UV bank to the corresponding PDC
6. One (1) Modbus communication link, Belden 3106A (or equivalent) from the SCC, daisy-chained to all HSC(s) and PDC(s)
7. One (1) discrete 2 conductor cable, from Level Control Panel for low water level signal
8. Installation and termination of lamp cables from the UV banks to each PDC. (Qty: 12 per UV Bank – supplied by Trojan)

HYDRAULIC SYSTEM CENTER

Trojan's Responsibility:

The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system and automatic bank lifting mechanism.

Quantity Supplied:	One (1) HSC
Materials / Rating:	316 Stainless Steel (Type 4X, IP 66)
Hydraulic Fluid:	PureDrive
Approximate Weight:	500 lbs (228 kg)
Hydraulic Hoses Length:	Hose 6.0m (20') (<i>refer to Trojan layout drawing for available routing distances</i>)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the HSC(s) as shown on the Trojan drawings. The Installation Contractor is responsible for the supply, connection and installation of the following at each HSC:

1. One (1) 480V 60Hz, 3 Phase, 3 Wire + Ground, 2.5 kVA power feed with local disconnect
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link per UV channel, Belden 3106A (or equivalent) from the SCC, daisy-chained to all HSC(s) and PDC(s)
4. Cut and crimp hydraulic hoses (hoses and connections supplied by Trojan)
5. Connection of the hydraulic hoses, total of four (4) per UV bank

WATER LEVEL CONTROLLER (Motorized Weir Gate)

Trojan's Responsibility

Level control devices are required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	One (1) Motorized Weir Gate
Actuator:	AUMA Electric Actuator
Material of Construction:	316 Stainless Steel
Mounting Anchors:	Supplied with each Gate
Control Method:	Digital Pulsed Open/Close Position Signals from the UV SCC

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place, grouting and sealing the level control weir gate and the installation of the following connections at each weir gate:

1. One (1) 380-480V, 50/60 Hz, 3 phase, 3 wire + GND, power feed
2. One (1) discrete, 2 conductors, 20 gauge minimum, open command from the SCC
3. One (1) discrete, 2 conductors, 20 gauge minimum, close command from the SCC
4. One (1) discrete, 2 conductors, 20 gauge minimum, remote mode indication to the SCC
5. One (1) discrete, 2 conductors, 20 gauge minimum, fault indication to the SCC
6. One (1) 4-20 mA analog shielded twisted pair, 20 gauge minimum, gate position indication to the SCC

ULTRASONIC WATER LEVEL SENSOR

Trojan's Responsibility:

One (1) Echomax XPS-10/15 ultrasonic level sensor and Siemens Milltronics monitor panel will be supplied per motorized weir gate (MWG), to monitor channel effluent levels specifically for the MWG control. The transducer will be supplied with a sufficient length of cable to distribute to the monitor panel.

Description:	Ultrasonic Sensor with monitor panel to be supplied per MWG OR Ultrasonic level sensor package with flow calculation capability
Quantity Supplied:	One (1)

Disclaimer Note (*for Ultrasonic package for flow measurement option*): Please be advised that for cases where the ultrasonic level sensor package is used to calculate 'flow over weir', the resulting 'flow over weir' is only intended for UV equipment operation and disinfection purposes. This calculated flow value should not be used for any external flow reporting or overall plant operation.

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the bracket and transducer in the UV channel and for mounting the monitor panel adjacent to the channel. Installation Contractor shall distribute the following cable/wiring between these two components and the SCC in appropriate conduit at each sensor:

1. One (1) 24V DC, 2 conductors + GND, 36 VA power from the SCC to the Level Sensor Monitor
**** OR One (1) 120V, 1 phase, 2 wire + GND, 36 VA power feed from Distribution Panel
2. One (1) 4-20 mA analog shielded twisted pair from the Level Sensor Monitor to the SCC
3. One (1) communication link using 33 ft (10 m) of cable (supplied by Trojan) from the Level Sensing Transducer to the Level Sensor Monitor

LOW WATER LEVEL SENSOR

Trojan's Responsibility:

A Gems-Warrick discrete probe Low Water Level Sensor is required downstream of the UV System to generate a low water level signal that will shut down and protect the UV System if the water level in the channel drops too low.

Quantity Supplied:	One (1) of Electrode type water level sensor per UV channel
Approximate Weight:	10 lbs (panel)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the water level sensor panel to the effluent channel wall as per Trojan's and Engineer's drawings.

LEVEL CONTROL PANEL

Trojan's Responsibility:

Trojan will provide a wall mounted Level Control Panel to provide power and relays for level sensors.

Quantity Supplied:	One (1) Level Control Panel (LCP) per UV channel
Controller Dimensions:	24 x 14 x 6 in (61 x 36 x 15 cm)
Materials / Rating:	316 Stainless Steel (Type 4X)
Approximate Weight:	40 lbs (18 kg)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the Level Control Panel (LCP) as indicated on the drawings. The Installation Contractor is also responsible for supplying mounting hardware, watertight conduit and for the supply, installation and connection of the following at each LCP:

1. One (1) 120 Volt, 1 phase, 2 wire + GND 0.12 kVA power supply
2. One (1) discrete, 2 conductor cable from the Low Level Sensor to the LCP
3. One (1) discrete, 2 conductor cable from the LCP to each PDC (for low water level signal)

ON-LINE UV TRANSMISSION MONITOR

Trojan's Responsibility:

Description:	One (1) HACH UVT meter containing: • one (1) submersible UVAS probe with multi-beam flash photometer, • one (1) 25' cable between the probe and the controller, • one (1) Hach SC4500 UV-254 Controller.
Enclosure Rating:	UL50E type 4X, IEC/EN 60529–IP 66, NEMA 250 type 4X Metal enclosure with a corrosion-resistant finish
Controller Dimensions:	5.7 x 5.7 x 7.6 in. (144 x 144 x 192 mm)
Altitude:	6562 ft (2000 m) maximum
Operating Temperature:	35.6 to 104°F (Probe), -4 to 113°F (Controller)
Approximate Weight:	30 lbs (includes Probe and Controller)
Probe Immersion Depth:	Minimum 6 feet
Probe Mounting:	Pole mounting hardware provided includes wall mount bracket, hardware and 6.56ft (2m) pole
Controller Mounting:	Pedestal provided

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and mounting the Controller panel and the probe. The Installation Contractor is also responsible for the supply, installation and connection of the following at each Controller:

1. **Standard One (1) 120 Volt, 1 phase, 2 wire + GND, 1 A (28 W sensor load) power supply,
** Option: One (1) 24 VDC, 2.5 A (20 W sensor load)
** Option: One (1) 120 Volt, 1 phase, 2 wire + GND, 0.2 kVA power supply from Distribution Panel
2. One (1) 4-20mA DC Analog communications link between the Controller and the SCC
3. Installation of sensor communication cable between Probe and Controller (Cable supplied by Trojan)
4. Supply of the required bolts for mounting Controller to the pedestal and Probe to the channel edge

STREAM™ CONNECTION

Trojan's Responsibility:

Stream™ Connection is a digital support tool that provides our Technical Assistance Center with instant access to the UV system to quickly diagnose and resolve UV issues. The Stream connection is a free service to streamline technical support requests. Stream provides secure and encrypted connections external to the SCADA network and configured in the UV System Control Center.

SPARE PARTS AND ADDITIONAL EQUIPMENT

Trojan's Responsibility:

The following equipment will be supplied with the UV system:

Spares Description	Qty
338299-101 1000W Solo Lamp	3
916841 2kW Solo Lamp Driver	2
338314-101 1000W Solo Sleeve	3
015530-SGG2-380 Signa UVI Reference Sensor	1
015525-sr2-s-382 Signa UV Sensor	2
337743 Signa 2 Row - Single Wiper Seal (Need 2 per Lamp, Seals Only)	6
906049-4122 TrojanUVSigna Operator Kit (with Wiping)	1
901507 Acticlean WW 4 x 4L (Case) ROW Only	1

Additional Equipment

40 67 00 2.14.C - AB Managed switch Stratix 5700 series with 2 x SFP modules
40 67 00 2.14.E.3 - SCC 5069-IF4IH Isolated analog card
26 09 15 2.01.C.4 - 30.5mm Selector Switches PDC and HSC
40 67 01 2.01.C.7 - SCC with door handle operated circuit breaker.
40 67 01 2.01.C.7 - HSC with fused disconnect
40 67 01 2.05.E - Fuses for all DI, DO & AI
40 67 00 2.05.H.1-4 - SCC Print Pocket, Laptop shelf, door switch & panel light
40 67 00 2.07.E.1-3 - SCC:120VAC EATON with Maintenance Bypass switch and provide UPS sizing calculation.
40 67 00 2.07.E.4-6 - SCC: Floor Mount Enclosure with custom UPS mounting Base
40 67 00 2.16 – Additional Spare parts:
CPU -5069-L320ER
DI - 5069-IB16
DO - 5069-OB16
AI - 5069-IF4IH

MICROBIOLOGICAL PERFORMANCE TESTING

Trojan's Responsibility:

Trojan will supply a performance testing protocol to the Installation Contractor to be forwarded to the Engineer for approval. Trojan will produce the final test report (based on data supplied by the independent lab) and will forward the final report to the Installation Contractor. Trojan will also supply the services of a trained technician for conducting sampling and training the Contractor staff for 6 days

Installation Contractor's Responsibility:

The Installation Contractor is responsible for covering all associated onsite costs for performance testing (retaining an independent lab for sample analysis and services, bottles, shipment, etc.). The Installation Contractor is also responsible for completing the performance testing as per the testing protocol supplied by Trojan and approved by the Engineer.

SPOT CHECK BIOASSAY

Trojan's Responsibility:

Trojan will preform a spot check bioassay on the supplied ultraviolet system as per the 2012 NWRI Guidelines.

Services included:

- Provide associates to execute the bioassay testing
- Provide the test equipment and supplies (including UVT photometer, injection pumps, UVT modifier and logistics for these items)
- Coordinate with the third-party laboratory to provide the MS2 test microbe stock solution, sample tubes, and logistics for these items)
- Arrange for a third-party witness to prepare the test protocol, analyze test data, and write and certify the report to meet NWRI guidelines. The third-party witness will submit the test protocol and final report to the regulatory body for approval. Note that neither Trojan nor the third-party witness can influence the regulatory approval times.

Installation Contractor's Responsibility:

- If deemed necessary by the regulator and/or third-party witness, a recirculation loop may be a requirement to achieve appropriate test conditions (e.g. peak flow rate). Others would need to design, supply and install and operate any required pump(s), VFD(s), piping, valve(s) and electromagnetic flow meter. The third-party witness must approve the test setup and equipment.
- Provide dechlorinated test water representative of plant filter effluent.

DOCUMENTATION (SHOP DRAWINGS AND O&M MANUALS)

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing Submittals within a minimum **4 – 6** weeks after receipt of written purchase order. **Note that Submittals will not be issued externally until PO is fully executed.**
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery (hardcopies available upon request)

DELIVERY, START-UP AND TRAINING

- Equipment shipment to be within **28 – 30** weeks after approval of Shop Drawings.

Trojan's Responsibility:

The following start-up services will be provided by Trojan-certified technicians:

- Installation assistance as required by phone or fax. Technical Assistance Center 1-866-388-0488 or tac@trojantechnologies.com
- Up to 13 days in 4 trips for:
 - inspection of the final installation prior to start-up
 - start-up, testing of the installed UV equipment and classroom and/or jobsite training for operations staff
 - Note that If the Trojan's Certified Service Technician determines the Contractor work is not complete, and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense.
 - If trainees are not available a return visit will be scheduled at the Contractors expense.
- One (1) trained personnel for 6 on-site days in 2 trips for performance testing (as stated above in section "MICROBIOLOGICAL PERFORMANCE TESTING")
- Harmonic Study Report (by Trojan) – Sample Report during submittal / Final Report after equipment installation is completed.
- Spot Check Bioassay and third-party oversight
- Follow-up visit 2 days in 1 trip

Installation Contractor's Responsibility:

The Contractor is responsible for:

- Unloading of the components supplied by Trojan, storage of all components, if required in a clean dry environment including ActiClean™ Gel. *Note the ActiClean gel must be stored in a climate-controlled area to prevent freezing.*
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist(s).
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others.
- Completing and submitting the Checklist at least two (2) weeks prior to date requested for commissioning.
- Trojan panels with forced-air cooling design require installation in an environmentally controlled room suitable for electrical distribution or motor drive equipment.

WARRANTY

Trojan will warrant the equipment and parts for 12 months after start-up or 18 months after shipment, whichever comes first. Warranty does not cover labor, consumables and/or wear components. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 18,000 hours prorated after 9,000 hours.
- Lamp drivers shall be warranted for 10 years, prorated after 2 years.
- UV Intensity sensors shall be warranted for 5 years, prorated after 3 years.
- Quartz Sleeves shall be warranted for 10 years, prorated after 1 year.

SELLING PRICE

Refer to Proposal Form – 00 42 13

- Freight included if destination is within North America.
- Incoterms 2020

*** This price is valid for 90 days from the date of this letter.**

PAYMENT TERMS AND INVOICING MILESTONE BREAKDOWN

Net 30 Days **

- 10% upon Award of PO
- 40% upon Completion of Submittal package by Seller
- 45% upon Shipment or 30 days after Notice to Ship (whichever comes first)
- 5% upon Equipment Acceptance or 180 days after Shipment (whichever occurs first)

Please note that if UV System start-up is required within 30 days of equipment shipment, Trojan requires 95% payment unless agreed upon in writing before authorizing system Start-up.

**** In the event payments are not made or not made in a timely manner, Trojan reserves the right to charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges.**

TERMS AND CONDITIONS - ATTACHED

Trojan appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on Trojan's standard terms and conditions, which we have attached as part of our proposal. We believe these terms and conditions are customary in the trade and respectfully reserve the opportunity to negotiate fair and reasonable contract terms acceptable to both parties, if Trojan is selected for this project.

TERMS AND CONDITIONS OF SALE

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
2. **CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.
3. **DELIVERY:** Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

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4. **INSPECTION:** BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.
5. **PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; tariff, special financing fees; value added tax, income, or royalty taxes; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.
6. **PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.
7. **LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written

warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
9. **PATENT PROTECTION:** SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such

suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. **TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
12. **PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
13. **SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. **CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
15. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
16. **LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
17. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See

<https://www.veraltointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. **RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
19. **FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
20. **ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. SELLER shall be permitted to assign and transfer this Contract and any ancillary agreement hereunder to an affiliate of SELLER so long as such affiliates are either Trojan Technologies Group ULC or Trojan Technologies Corp. Upon any assignment of this Contract the assignee shall have all rights, and be liable for all obligations and responsibilities, under this Contract. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
22. **LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.
23. **APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive

jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State of New York.

24. **ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur

of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Rev. February 12, 2025

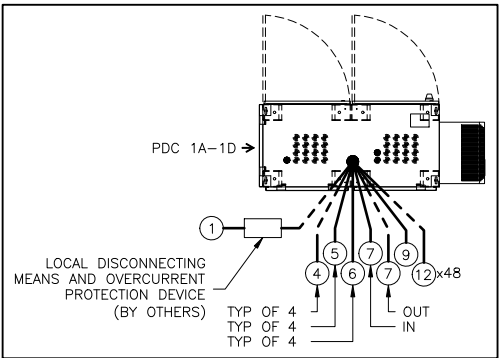
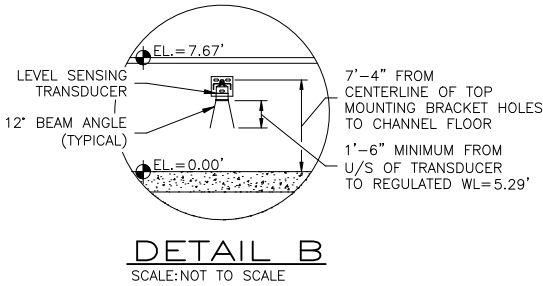
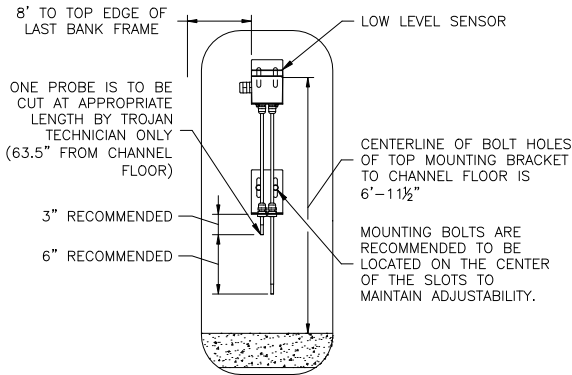
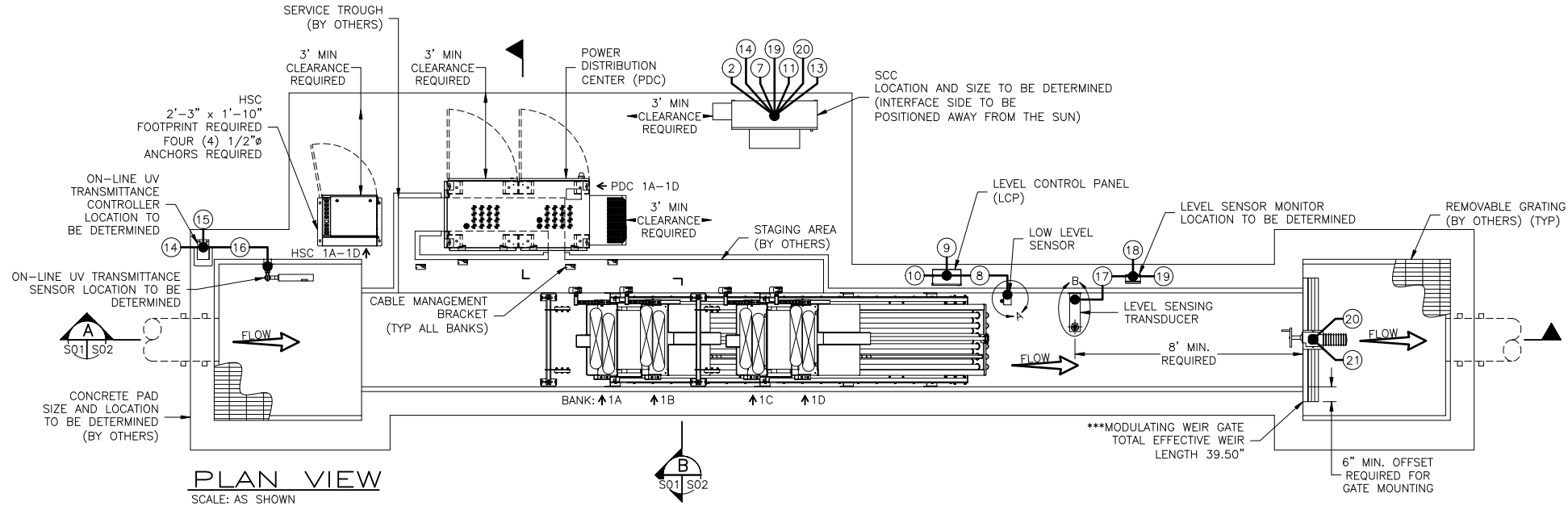
LAYOUT DRAWING



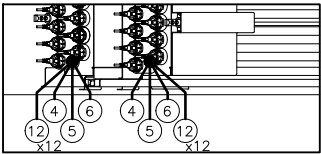
TROJAN UV SIGNA™
EQUIPMENT INTERCONNECTIONS

No.	DESCRIPTION	FROM	TO
1	POWER DISTRIBUTION CENTER (PDC)* POWER SUPPLY 480Y/277V, 3 PHASE, 4 WIRE + GROUND 69 AMPS MAXIMUM CURRENT/PHASE 56.6 kVA/PDC POWER DRAW	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	PDC(s) (TOP OF PANEL)
2	SYSTEM CONTROL CENTER (SCC)* POWER SUPPLY 120V, 1 PHASE, 2 WIRE + GROUND 15 AMPS, 1.8 kVA	DP (BY OTHERS) (NOT SHOWN)	SCC
3	HYDRAULIC SYSTEM CENTER (HSC)* POWER SUPPLY 480V, 3 PHASE, 3 WIRE + GROUND 3 AMPS, 2.5 kVA	DP (BY OTHERS) (NOT SHOWN)	HSC
4	BONDING CONDUCTOR 8 AWG TYPE TWH STRANDED	PDC(s) (UNDERSIDE OF PANEL)	UV BANK(s)
5	UV INTENSITY 4-20MA ANALOG INPUT (SUPPLIED)	UV BANK(s)	PDC(s) (UNDERSIDE OF PANEL)
6	BANK IN PLACE PROXIMITY SENSOR 3 CONDUCTOR CABLES (SUPPLIED)	PROXIMITY SENSOR(s)	PDC(s) (UNDERSIDE OF PANEL)
7	MODBUS BELDEN 3106A OR EQUIVALENT (ONE LINE PER CHANNEL)	SCC	HSC(s) & PDC(s) (UNDERSIDE OF PANEL) (DAISY CHAINED)
8	DISCRETE LOW LEVEL SIGNAL 12 VDC - 2 CONDUCTORS	LOW LEVEL SENSOR	LEVEL CONTROL PANEL (LCP)
9	DISCRETE WATER LEVEL SIGNAL 2 CONDUCTORS	LEVEL CONTROL PANEL (LCP)	PDC(s) (UNDERSIDE OF PANEL)
10	LEVEL CONTROL PANEL (LCP)* POWER SUPPLY 120V, 1 PHASE, 2 WIRE + GROUND, 0.12 kVA	DP (BY OTHERS) (BY OTHERS)	LEVEL CONTROL PANEL (LCP)
11	FLOW METER 4-20 mA, DC ANALOG INPUT	FLOW METER PANEL (NOT SHOWN) (BY OTHERS)	SCC
12	LAMP CABLES (SUPPLIED)	UV BANKS	PDC (UNDERSIDE OF PANEL)
13	ETHERNET/IP COMMUNICATION	SCC	PLANT SCADA (BY OTHERS) (NOT SHOWN)
14	ON-LINE UV TRANSMITTANCE CONTROLLER SIGNAL 4-20 mA	ON-LINE UV TRANSMITTANCE CONTROLLER	SCC
15	ON-LINE UV TRANSMITTANCE CONTROLLER* POWER SUPPLY 120V, 1 PHASE, 2 WIRE + GROUND, 50 VA	DP (NOT SHOWN) (BY OTHERS)	ON-LINE UV TRANSMITTANCE CONTROLLER
16	ON-LINE UV TRANSMITTANCE SENSOR COMMUNICATION (SUPPLIED)	ON-LINE UV TRANSMITTANCE SENSOR	ON-LINE UV TRANSMITTANCE CONTROLLER
17	COMMUNICATION LINK (30' CABLE SUPPLIED)	LEVEL SENSING TRANSDUCER	LEVEL SENSOR MONITOR
18	LEVEL SENSOR POWER SUPPLY* 120V, 1 PHASE, 2 WIRE+ GROUND, 36 VA	DP (BY OTHERS) (NOT SHOWN)	LEVEL SENSOR MONITOR
19	WATER LEVEL SENSING 4-20 mA ANALOG SIGNAL	LEVEL SENSOR MONITOR	SCC
20	OPEN COMMAND DISCRETE OUTPUT (MIN 20 AWG) - 2 CONDUCTORS CLOSE COMMAND DISCRETE OUTPUT (MIN 20 AWG) - 2 CONDUCTORS GATE IN REMOTE MODE DISCRETE INPUT (MIN 20 AWG) - 2 CONDUCTORS GATE FAULT DISCRETE INPUT (MIN 20 AWG) - 2 CONDUCTORS GATE POSITION ANALOG INPUT 4-20mA 1 TWISTED SHIELDED PAIR (24 AWG)	SCC SCC WEIR GATE WEIR GATE WEIR GATE WEIR GATE	WEIR GATE WEIR GATE SCC SCC SCC
21	WEIR GATE POWER SUPPLY* 480V, 3 PHASE, 3 WIRE + GROUND	(DP) (BY OTHERS) (NOT SHOWN)	WEIR GATE

* GROUND CONNECTION REQUIRED TO PLANT GRID (BY OTHERS).

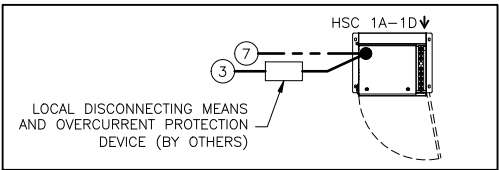


PDC
INTERCONNECT DETAIL
SCALE: NOT TO SCALE



UV BANK
INTERCONNECT
DETAIL

SCALE: NOT TO SCALE.
NOTE: TYPICAL FOR ALL UV BANKS.
TROUGH NOT SHOWN FOR CLARITY.



HSC
INTERCONNECT DETAIL
SCALE: NOT TO SCALE

- NOTES:
- : DO NOT SLOPE CHANNEL FLOOR.
 - : CHANNEL WIDTH & DEPTH MUST BE KEPT WITHIN A TOLERANCE OF + OR - 1/4" AGAINST A COMMON DATUM ELEVATION.
 - : ANCHOR BOLTS ARE NOT SUPPLIED BY TROJAN TECHNOLOGIES.
 - : SYSTEM CONDUIT, WIRING, DISTRIBUTION PANELS & INTERCONNECTIONS BY OTHERS UNLESS OTHERWISE NOTED.
 - : ELECTRICAL REQUIREMENTS SHOWN ARE TO SUPPLY TROJAN UV EQUIPMENT ONLY.
 - : REMOVABLE GRATING SECTIONS SHALL BE EASILY REMOVED BY ONE PERSON. MAXIMUM WEIGHT OF THE SECTIONS SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE APPLICABLE JURISDICTION.
 - : CONTRACTOR TO REVIEW ALL TROJAN TECHNOLOGIES INSTALLATION INSTRUCTIONS PRIOR TO EQUIPMENT INSTALLATION.
 - : EFFLUENT LEVELS SHOWN REFLECT HYDRAULICS ASSOCIATED WITH TROJAN EQUIPMENT ONLY. EFFLUENT LEVELS MAY BE ALTERED DUE TO CHANNEL DEBRIS OR GEOMETRY.
 - : ANY UPSTREAM AND DOWNSTREAM WL ELEVATIONS BEYOND THOSE SHOWN WITHIN THIS LAYOUT DRAWING ARE OUTSIDE OF THE SCOPE OF TROJAN TECHNOLOGIES AND ARE THE RESPONSIBILITY OF THE CONSULTING ENGINEER.
 - : HYDRAULIC HOSE ELEVATIONS NOT TO EXCEED 12" ABOVE HSC MOUNTING ELEVATION.
 - : INCLUDED CABLE LENGTH ALLOWS FOR 27.5' ROUTING (RISE + RUN) BETWEEN CABLE/HOSE MANAGEMENT BRACKET AND UNDERSIDE OF PDC. (12.0' ROUTING ASSUMED BASED ON THIS LAYOUT.)
 - : INCLUDED HOSE LENGTH ALLOWS FOR 15.5' ROUTING (RISE + RUN) BETWEEN CABLE/HOSE MANAGEMENT BRACKET AND HOSE CONNECTION ON THE HSC. (11.5' ROUTING ASSUMED BASED ON THIS LAYOUT.)
 - : SITE TO PROVIDE APPROVED (ENGINEERED) ANCHOR POINTS FOR PERSONNEL TO USE AS PART OF THEIR FALL RESTRAINT SYSTEM AROUND OPEN CHANNELS. THE ANCHOR POINTS MUST BE POSITIONED SO THAT THE PREFERRED RETRACTABLE LIFELINE OF 8 FEET IS OF SUFFICIENT LENGTH TO ACCESS THE WORK AT THE CHANNEL.
 - ** SOLID GRATING REQUIRED TO BLOCK ULTRAVIOLET (UV) LIGHT.
 - *** MODULATING WEIR GATE REQUIRES 1 MINUTE TO TRAVEL 1'-0". SEE MWG SECTION VIEW FOR FULLY OPEN POSITION (FOP), FULLY CLOSED POSITION (FCP), AND GATE POSITION(S) (GP).

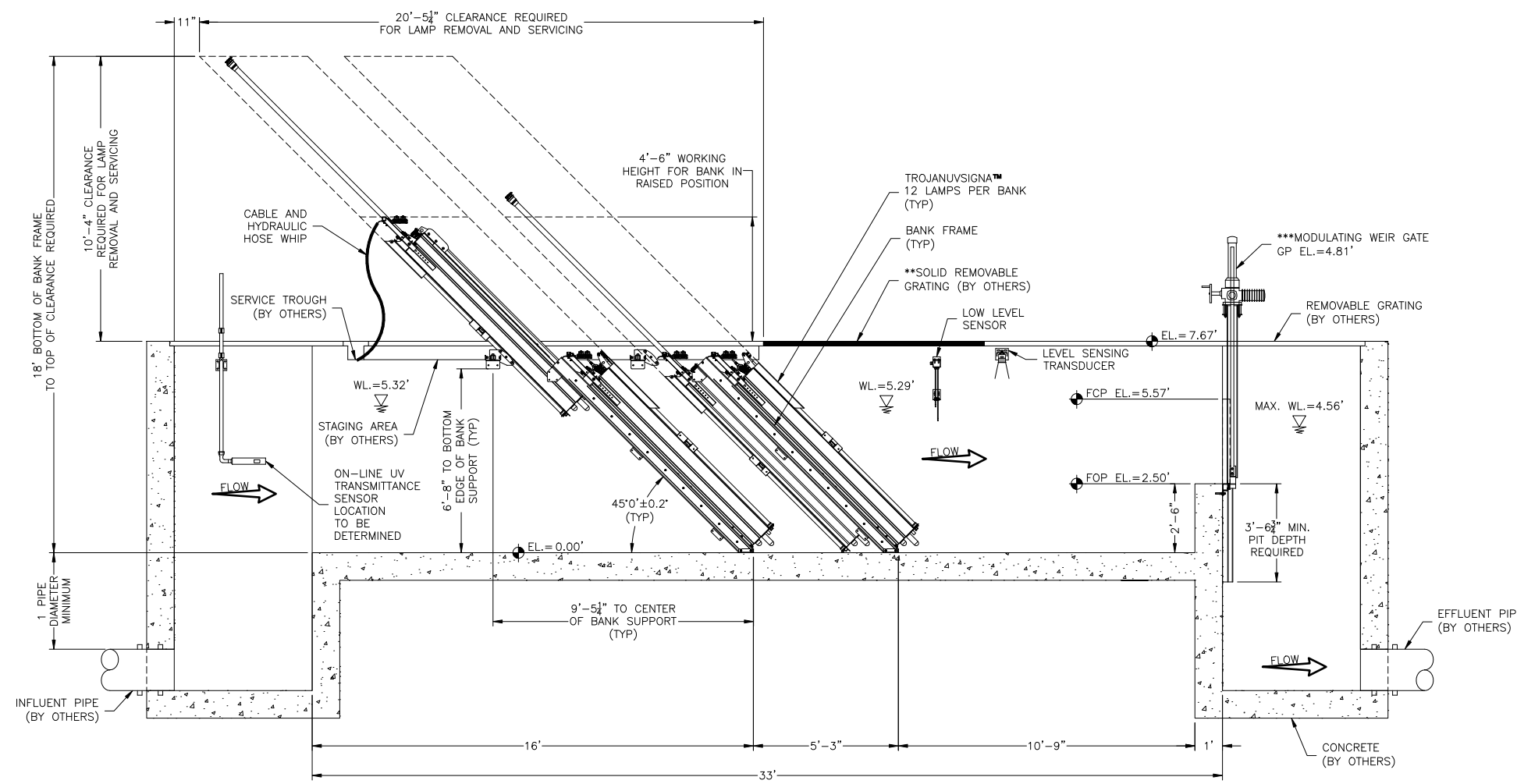
(3 DUTY BANKS / 1 REDUNDANT BANK)

DESIGN CRITERIA	PEAK FLOW	2.30 MGD
	U.V. TRANSMITTANCE AT 253.7 nm	55 %
	SUSPENDED SOLIDS	5 mg / L (MAXIMUM)
	DISINFECTION STANDARD	2.2 TOTAL COLIFORM / 100mL (7 DAY MEDIAN, 23 MAXIMUM)

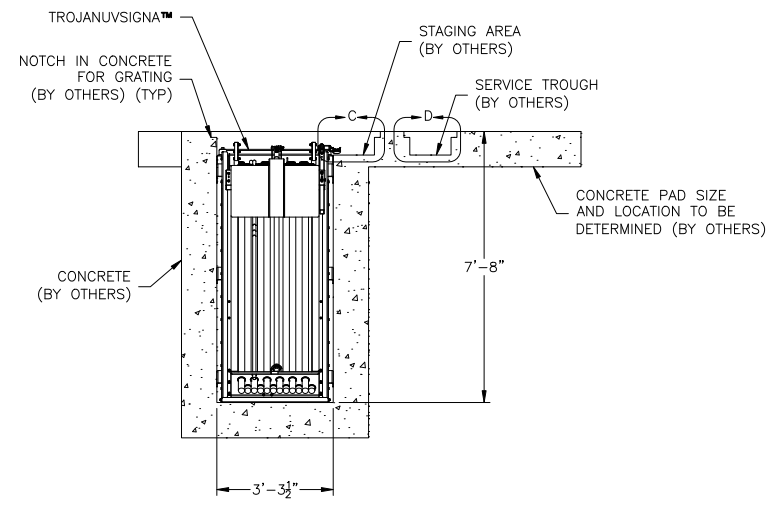
TROJAN UV
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DESCRIPTION: LAYOUT, TROJANUVSIGNA, RIVERBANK, CA		QUOTE NO. 236392
DRAWN BY : TCO	DATE : 25AP25	PROJECT NO. N/A
CHECKED BY : PS	DATE : 25AP29	DWG NO. S01
APPROVED BY : MM	DATE : 25AP30	REV. A
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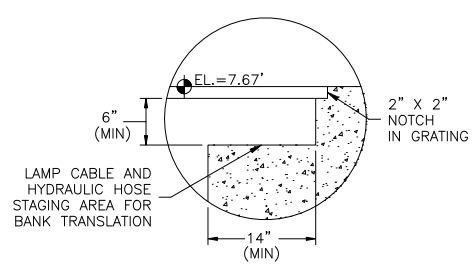
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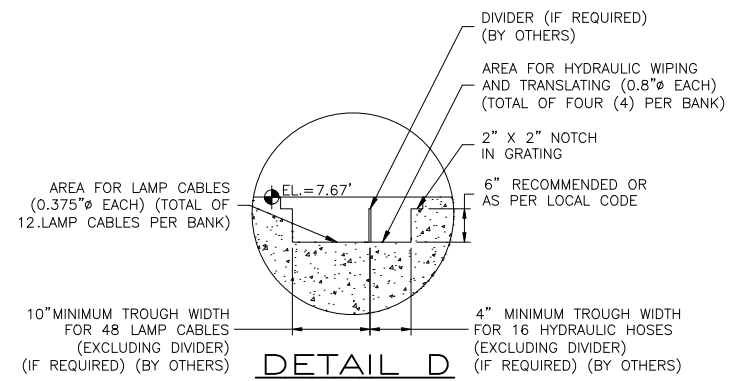
A SECTION
S01 S02 SCALE: AS SHOWN
NOTE: HSC, PDC, SCC, LEVEL CONTROL PANEL, LEVEL SENSOR MONITOR, AND ON-LINE UVT CONTROLLER NOT SHOWN FOR CLARITY.



B SECTION
S01 S02 SCALE: AS SHOWN
NOTE: PDC, HSC, & REMOVABLE GRATING (BY OTHERS) NOT SHOWN FOR CLARITY.



DETAIL C
SCALE: NOT TO SCALE



DETAIL D
SCALE: NOT TO SCALE
NOTE: REFER TO TROJAN TROUGH CABLE INSTALLATION GUIDELINE DC000601-017 OR LOCAL CODE IF MORE RESTRICTIVE. TROUGH WIDTHS BASED ON SOLID STYLE GRATING.

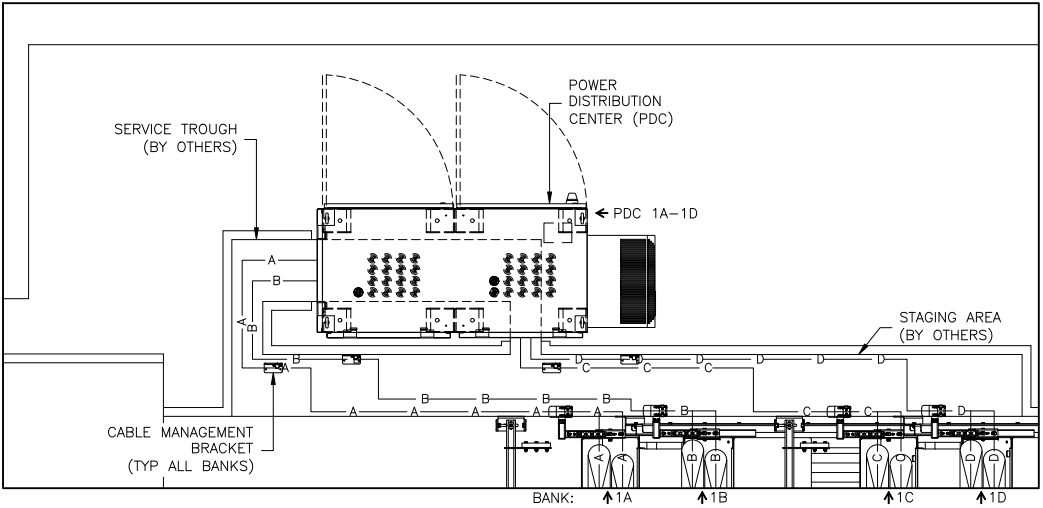
- NOTES:**
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 - : CHANNEL WIDTH & DEPTH MUST BE KEPT WITHIN A TOLERANCE OF + OR - 1/4" AGAINST A COMMON DATUM ELEVATION.
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 - : **HYDRAULIC HOSE ELEVATIONS NOT TO EXCEED 12" ABOVE HSC MOUNTING ELEVATION.**
 - : INCLUDED CABLE LENGTH ALLOWS FOR **27.5'** ROUTING (RISE + RUN) BETWEEN CABLE/HOSE MANAGEMENT BRACKET AND UNDERSIDE OF PDC. (**12.0'** ROUTING ASSUMED BASED ON THIS LAYOUT.)
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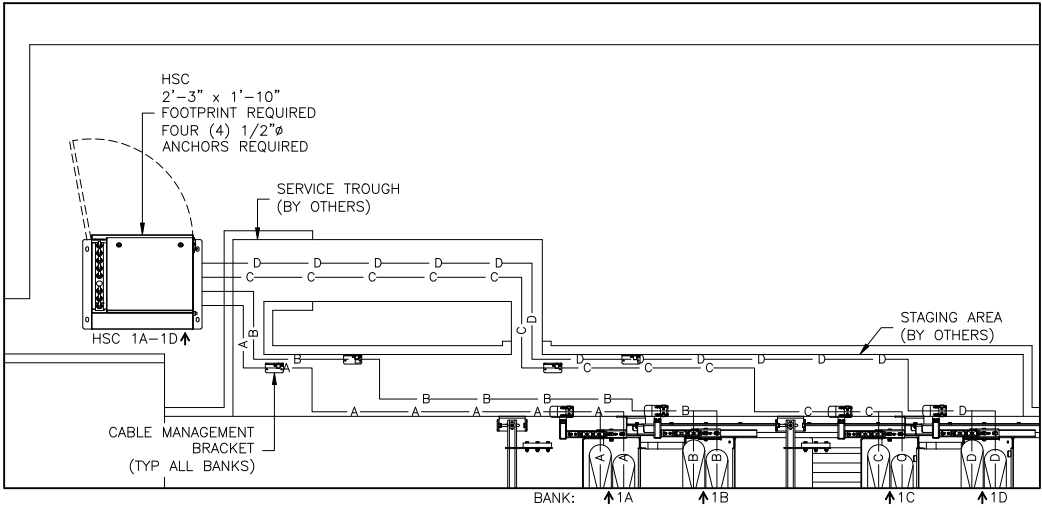
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APPROVED BY : MM	DATE : 25AP30	REV. A
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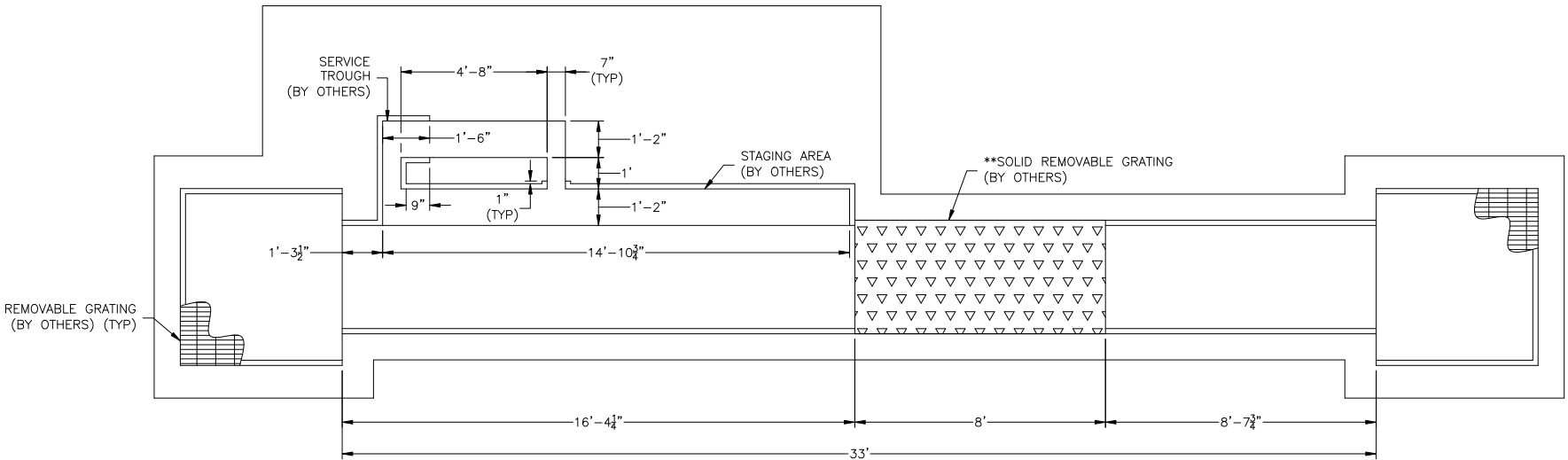
LAMP CABLE ROUTING PLAN

SCALE: NOT TO SCALE
NOTE: GENERAL ROUTING SHOWN IS PROVIDED FOR CABLE TROUGHS ONLY.
REFER TO "INSTRUCTION, TROJANUV SOLO LAMP™ CABLE ROUTING INSIDE PDC"
AND PDC DRAWINGS FOR REQUIREMENTS FOR WIRING INSIDE THE PANEL.
HSC NOT SHOWN FOR CLARITY.



HYDRAULIC HOSE ROUTING PLAN

SCALE: NOT TO SCALE
NOTE: PDC NOT SHOWN FOR CLARITY.



GRATING AND TROUGH PLAN VIEW

SCALE: AS SHOWN
NOTE: DESIGN OF GRATING SECTIONS SHOULD BE SIZED TO ALLOW FOR EASY REMOVAL BY
SERVICE TECHNICIANS. SOLID GRATING MUST BE PROVIDED IN AREA INDICATED TO BLOCK UV LIGHT.

- NOTES:
- : DO NOT SLOPE CHANNEL FLOOR.
 - : CHANNEL WIDTH & DEPTH MUST BE KEPT WITHIN A TOLERANCE OF + OR - 1/4" AGAINST A COMMON DATUM ELEVATION.
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		DRAWN BY : TCO	DATE : 25AP25	PROJECT NO. N/A
APPROVED BY : MM		CHECKED BY : PS	DATE : 25AP29	DWG NO. REV. S03 A
SCALE (11x17) : 3/16" = 1'-0"		APPROVED BY : MM	DATE : 25AP30	
		LOG NUMBER : N/A		

MARKED-UP SPECIFICATION



SECTION 46 66 56
ULTRAVIOLET DISINFECTION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Scope of Section:

- ✓ 1. Open-channel, gravity flow, low-pressure, high-output, self-cleaning, ultraviolet (UV) light system for disinfection of filtered secondary wastewater effluent to meet California Code of Regulations Title 22 and National Water Research Institute's Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse (2012) requirements, complete, as shown on the Procurement Drawings and as specified herein.
- ✓ 2. The unit(s) shall be furnished and installed with all necessary accessory equipment including, but not limited to, the UV lamp modules, power distribution equipment to individual drivers and lamps, intensity sensors, system control panel, automatic lamp sleeve cleaning system, UV transmittance sensors (at 254 nm), module cleaning rack (if necessary), level transmitters, downstream water level control weir or gate, UV bank lifting system, and other auxiliary equipment, whether specifically mentioned in this Section or not, as required for an installation incorporating the highest standards for the type of service requested, including field testing and instructing the regular operating personnel in the care, operation, and maintenance of all equipment. All equipment and ancillary items provided as part of this equipment specification shall be new, field tested and proven effective for the intended service and shall meet the requirements specified in the following sections.
- ✓ 3. Provide complete UV controls cabinets, UV Power Distribution panels, instrumentation and equipment.

B. Required Coordination

- ✓ 1. Review the Process and Instrumentation Diagram(s) (P&ID) drawings within the Procurement Documents that relate to the equipment specified in this Section to familiarize themselves with the location, arrangement and the application of the equipment specified and confirm that the equipment specified is appropriate for and coordinated with what is shown on the Procurement Drawings.

C. Equipment List:

- ✓ 1. The numbered equipment, components, ancillaries, and panels which are in the scope of supply of this Section are as follows.
- ✓ 2. Instruments to be supplied by the Seller are also itemized here.
- ✓ 3. Refer to the P&IDs for the items enumerated in the equipment list below and the instruments which are to be supplied under this Section and which are specified in this Section.

Item	Equipment Number
UV System Main Control Panel	PNL4400
UV Transmittance Sensor	AIT4412
UV Bank [1 - X] (quantity X per Manufacturer)	UVB4440, UVB4445, (increment by 5 to total UV banks, X)
UV Bank [1 - X] UV Intensity Sensor (one per UV Bank)	AIT4413, AIT4414, (increment by 1 to total UV banks, X)
UV Channel Low Level Switch	LSL4422
UV Channel Level Transmitter	LIT/LE4423
Lift/Wipe System Control Panel (per Manufacturer)	PNL4470
UV Power Distribution Panel	PNL4460
UV Channel Level Control Weir Gate	GAT4420
UV Channel Level Control Weir Gate Control Panel	LCP4420

- ✓ 4. Additional un-numbered equipment which are in the scope of supply of this Section are identified in the P&IDs and are as follows:
- Flow straightening baffles (as required by equipment manufacturer)
 - UVI reference sensor

1.02 RELATED SECTIONS

- ✓ A. This Section contains specific references to the following related sections. Additional related Sections may apply that are not specifically listed below.

01 11 80 Environmental Conditions

01 33 00 Submittal Procedures

01 65 00 Product Delivery Requirements

01 73 24 Design Requirements for Non-structural Components and Non-building Structures

01 78 23 Operations and Maintenance Data

01 79 00 Training

01 91 00 Commissioning

01 91 10 Reference Forms

26 05 00.01 Common Work Results for Electrical

26 09 17 Electrical Controls and Relays

40 67 01 Control System Equipment Panels and Racks – Vendor PKG

43 05 11 General Requirements for Equipment

43 05 21 Common Motor Requirements for Equipment

1.03 REFERENCE STANDARDS

- ✓ A. This Section contains references to the following documents. Those documents are a part of this Section as specified and modified. In the event of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.
- ✓ B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
IEEE 519-2014	Recommended Practice and Requirements for Harmonic Control in Electrical Power Systems
NIST	National Institute of Standards and Technology
CCR Title 22	California Code of Regulations Title 22
NWRI	NWRI Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse (2012)
USEPA	United States Environmental Protection Agency Ultraviolet Disinfection Guidance Manual for the Final Long Term 2 Enhanced Surface Water Treatment Rule, Office of Water (4601) EPA 815-R-06-007, November 2006
UL 508	Industrial Control Equipment
UL 508A	Industrial Control Panels
CEC	California Electrical Code (California Code of Regulations Title 24, Part 3)
UL 67	Panelboards
UL 489	Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit Breaker Enclosures
NEMA 250	Enclosures for Electrical Equipment (1000 volt Maximum)
NEMA ICS-1	General Standards for Industrial Controls and Systems
NEMA ICS-2	Industrial Control Devices, Controllers, and Assemblies
NEMA WD-1	General Requirements for Wiring Devices

1.04 DEFINITIONS (NOT USED)

1.05 ADMINISTRATIVE REQUIREMENTS (NOT USED)

1.06 SUBMITTALS

- ✓ A. Provide the following minimum documentation per Section 01 33 00 - Submittal Procedures.
- B. Action Submittals - Preconstruction: Submit the following prior to construction of this element of the Work.
 - ✓ 1. A copy of this specification section with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations.

Checkmarks (✓) shall denote full compliance with a paragraph as a whole. Deviations shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Include a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
 - ✓ 2. Completed Unit Responsibility Certification, Form 43 05 11-C as found in Section 01 91 10 – Reference Forms, attesting that the Contractor has assigned, and that the Manufacturer accepts unit responsibility in accordance with the requirements of this Section and Section 43 05 11 – General Requirements for Equipment. No other submittal material will be reviewed until the certificate has been received and found to be in conformance with these requirements.
 - ✓ 3. A copy of the control diagrams and process and instrumentation diagrams in the Drawings related to the submitted equipment, with addendum updates that apply to the equipment in this section, marked to show specific changes necessary for the equipment proposed in the submittal. If no changes are required, the drawing or drawings shall be marked "no changes required". Failure to include copies of the relevant drawings with the submittal shall be cause for rejection of the entire submittal with no further review.
 - ✓ 4. Manufacturer's data including product literature, materials of construction, construction details of equipment, wiring diagrams, and weight of equipment for all manufactured items, including control system components.
 - ✓ 5. Total connected power as well as calculated power consumption to deliver design dose at current and future flows under specified design conditions per Article 2.03.
 - ✓ 6. Detailed shop drawings per Section 26 05 00.01 and as follows:
 - a. Construction of the UV system and ancillary equipment.
 - b. Installation details including equipment mounting.
 - c. Details of interconnections and interface requirements.
 - d. Identifying the materials of construction and equipment weights
 - e. Locations of major elements of the UV system including critical clearance requirements.
 - f. Schematic and layout drawings for control systems.

- g. Panel construction drawings:
 - 1) Showing locations of panel-mounted devices, doors, louvers, and other features.
 - 2) Drawn to scale.
 - 3) Including a legend for identifying components, devices, manufacturers, type numbers, tag numbers, and all nameplate inscriptions.
 - 4) Conduit stub-up/entry locations for equipment.
- h. Panel interconnection drawings showing point-to-point wiring between equipment, panel, terminal, junction boxes, and field-mounted components.
- ✓ 7. PLC Input/Output list with formatting
- ✓ 8. Memory map for PLC registers, coordinate with System Integrator for formatting.
- ✓ 9. Control narratives and graphics screens.
- ✓ 10. Theoretical harmonic analysis study for the UV disinfection system which calculates anticipated harmonic distortion levels and evaluates compliance with the harmonics and line notching requirements per IEEE Standard 519.
- ✓ 11. Hydraulic calculations demonstrating projected head loss and hydraulic characteristics.
- ✓ 12. A report documenting the third-party validated bioassay of the UV system. Only MS-2 bioassays that were conducted by an independent third party will be accepted, without exception. Bioassay validation methodology shall follow protocols described in NWRI. The validation report will be provided to the Engineer to verify that the system design and operation matches the validation report (i.e., sufficient equipment, validated UV dose equation programmed into the controller and that the operating conditions fall within the validated operating window at design conditions of aging, fouling, flow, and UVT).
- ✓ 13. Bill of Material, Wiring and Layout Drawings for Panels showing:
 - a. Components of a control panel in an arrangement like the actual layout of the panel.
 - b. Internal wiring between devices within the panel
 - c. All terminal blocks, whether used for internal or field wiring. Those used for field wiring shall be clearly identified as such.
 - d. Wiring diagrams shall indicate insulation color code, signal polarities, wire numbers and terminal block numbers.
- ✓ 14. Interconnection Diagrams for field wiring
 - a. Show panel and associated field devices, wire numbers, cable numbers, raceway numbers, terminal box numbers, panel numbers, and field device tag numbers.
- ✓ 15. Dimensioned drawings
 - a. Show required access and clearances, including any layout requirements of the equipment.
 - b. Include all equipment and accessories as a complete system including cross-section views.
- ✓ 16. Whole size, location and number of anchorages. Data required to support equipment anchorage calculations by Installation Contractor.
- ✓ 17. Special warranty documentation.
- ✓ 18. Manufacturer's operation and maintenance information in accordance with Section 01 91 10 Form 01 78 23-A.

- ✓ C. Action Submittals - Construction: The following shall be submitted during construction of this element of the Work.
 1. Operations and Maintenance Manuals (including Warranty) in accordance with Section 01 78 23 – Operation and Maintenance Data.
 2. Factory Test Reports
 3. Field Testing Plan
 4. Field Test Reports
- ✓ D. Informational Submittals: Submit the following minimum submittals for inspection.
 1. Provide manufacturer testing reports.
- ✓ E. Closeout Submittals: The following minimum submittals shall be submitted for inspection.
 1. Provide final /as-built electronic programmable logic controller (PLC) and operator interface terminal (OIT) files in unlocked and unencrypted native machine-readable format for all programs and configurations developed under this contract. Incorporate any changes made during or after factory testing in the final documentation and electronic O&M manual.
 2. Final Operations and Maintenance Manuals (including final Warranty documents) in accordance with Section 01 78 23 – Operation and Maintenance Data.
 3. Manufacturer's Installation Certification, Form 43 05 11-A as found in Section 01 91 10 – Reference Forms.
 4. Manufacturer's Instruction Certification, Form 43 05 11-B as found in Section 01 91 10 – Reference Forms.
 5. Manufacturer's Operations Certification, Form 43 05 11-D as found in Section 01 91 10 – Reference Forms.

1.07 QUALITY ASSURANCE

- A. Unit Responsibility:
 - ✓ 1. Assign Manufacturer's unit responsibility, as specified in Section 43 05 11 – General Requirements for Equipment, for the Ultraviolet Disinfection System specified herein including motor drives, level control gates and actuators, UV transmittance sensor, level transmitter and all other ancillaries specified in this Section.
 - ✓ 2. Manufacturer's Field Representative shall have at least 5 years of experience installing and commissioning ultraviolet disinfection systems.

1.08 SHIPMENT AND STORAGE

- ✓ A. Ship and store products in accordance with Section 01 65 00 – Product Delivery Requirements.
- ✓ B. Provide the Contractor with detailed recommendations and instructions for product storage.

1.09 WARRANTIES

- A. Standard Product Warranty:

- ✓ 1. Provide a warranty for the equipment specified under this Section in accordance with the General Conditions.
- ✓ 2. Warranty shall be for a period of 18 months from delivery or 1 year from the date of installation, whichever comes first.

B. Special Warranty:

- 1. Manufacturer shall warrant UV disinfection equipment against defects in materials and workmanship for the following system components:
 - ✓ a. UV Lamps: The UV lamps shall be warranted for a minimum of 12,000 hours on a prorated basis proportional to the hours not used up to the guaranteed life after 9,000 hours; for lamp failure before 9,000 hours, the Manufacturer shall provide a replacement free of charge. The Manufacturer shall warrant that the UV lamp output will be no less than the end of lamp life (EOLL) factor listed in Paragraph 2.03 F of a new lamp (after 100 hours of initial lamp burn in).
 - ✓ b. UV Ballast: The UV ballasts shall be warranted for a minimum of 5 years on a prorated basis proportional to the months not used up to the guaranteed lifespan after 2 years; for ballast failure before 2 years the Manufacturer shall provide a replacement free of charge.
 - ✓ c. UV Sleeves: The UV sleeves shall be warranted for a minimum of 5 years on a prorated basis proportional to the months not used up to the guaranteed lifespan after 1 year; for sleeve failure before 1 year the Manufacturer shall provide a replacement free of charge. Sleeve failure occurs when sleeve transmittance permanently drops 10 percent below the transmittance of a new sleeve.
 - ✓ d. UV Sensors: The UV intensity sensors shall be warranted for a minimum of 3 years. Sensor failure occurs when the sensor does not function properly or does not meet accuracy requirements (ability to maintain calibration +/- 20% intensity as measured relative to a reference sensor).

PART 2 PRODUCTS

2.01 TYPE

- ✓ A. Open-channel, low-pressure, high-output, self-cleaning, UV light disinfection system.

2.02 MANUFACTURERS

- ✓ A. The Engineer and the Project Owner believe that the following manufacturers are capable of producing equipment and products which will satisfy the requirements of this Section. This statement, however, shall not be construed as an endorsement of a particular manufacturer or product, nor shall it be construed that a named manufacturer's standard product will comply with the requirements of this Section.
- B. Candidate Manufacturers include:
 - ✓ 1. Trojan Technologies, Inc, Trojan UVSigna
 - 2. Xylem, Inc., Duron 8
 - 3. or Approved Equal

2.03 CONDITIONS/PERFORMANCE/DESIGN CRITERIA

- ✓ A. Equipment furnished under this Section shall be suitable for operation in the conditions described, provide the performance required and with the design criteria specified.
- B. Environmental Conditions
 - ✓ 1. Equipment in this Section shall be subjected to environmental conditions in accordance with Section 01 11 80 – Environmental Conditions.
 - ✓ 2. The equipment specified in this Section will be located outdoors, where ambient temperatures will range from 27-degrees Fahrenheit in the winter and 106-degrees Fahrenheit in the summer.
- C. The UV treatment system shall produce an effluent conforming to Title 22 and NWRI standards.
 - ✓ 1. Provide a UV system complete with UV Banks, PLC Control Panel, Ballast Panels, and Level Controller(s) as shown on the Procurement Drawings and as herein specified.
 - ✓ 2. The UV system shall not exceed the following limits: 2.2 Total Coliform MPN per 100 mL, based on a 7-day Median; 23 Total Coliform MPN per 100 mL maximum in more than one sample in any 30-day period; and 240 Total Coliform MPN per 100 mL maximum in any sample, as described in Paragraph 2.03.F. Grab samples shall be taken in accordance with the Microbiology Sampling Techniques found in *Standard Methods for the Examination of Water and Wastewater*, 21st Ed.
 - ✓ 3. The UV system shall be designed to deliver a minimum bioassay-validated MS2 Reduction Equivalent Dose (RED) of 100 mJ/cm² at peak flow, in effluent with a UV Transmission of 55% at end of lamp life (EOLL) after reductions for quartz sleeve fouling per Paragraph 2.03.E. The basis for evaluating the UV dose delivered by the UV system shall be the independent third-party bioassay, without exception. Bioassay validation methodology to follow protocols described in NWRI.
 - ✓ 4. The UV dose shall be adjusted using an EOLL factor per Paragraph 2.03.E to compensate for lamp output reduction over the time period corresponding to the manufacturer's lamp warranty. The use of a higher lamp aging factor will be considered and approved by the Engineer only upon review and approval of independent third party verified data that has been collected and analyzed in accordance with protocols described in NWRI and subject to the maximum per Paragraph 2.03.E.
 - ✓ 5. The UV dose shall be adjusted using a quartz sleeve fouling factor per Paragraph 2.03.E when sizing the UV system to compensate for attenuation of the minimum dose due to sleeve fouling during operation. The use of a higher quartz sleeve fouling factor will be considered only upon review and approval of independent third party-verified data that has been collected and analyzed in accordance with protocols described in NWRI and subject to the maximum per Paragraph 2.03.E.
 - ✓ 6. Independent validation for use of higher factors (lamp aging and sleeve fouling) must be submitted to the Engineer with bid.
 - ✓ 7. The standby UV equipment shall be at a minimum equivalent to 20 percent of the UV equipment required for the disinfection of the design flow. The system shall be able to continue providing UV treatment while replacing UV lamps, quartz sleeves, ballasts and while cleaning the UV lamp sleeves on a single bank. That is, if one bank is taken out of service for maintenance, the remaining banks shall provide adequate disinfection to maintain plant operation.

✓ D. Service Conditions:

Service Conditions	
Description	All UV Banks
Fluid Type	Filtered Secondary effluent UV transmittance at 254 nm (UVT) of 55% or higher
Fluid Temperature	60 to 86 degrees F

✓ E. Operating Conditions:

Operating Conditions	
Description	Value
Design flow, mgd	2.3
Flow range, mgd	0 – 2.3
Average dry weather flow, mgd	2.3
Minimum UV transmittance at 254 nm, %	55
Total Suspended Solids	≤5 mg/L (30-day average)
Turbidity	<2 NTU
End of lamp life factor (EOLL), maximum with verification data	0.9
End of lamp life factor (EOLL), default	0.5
Fouling factor (FF), maximum with verification data	0.95
FF, default	0.8
Maximum UV system total connected load (kW)	60

✓ F. Design Requirements:

Design Requirements at Specified Operating Conditions	
Parameter	All UV Banks
Median of Total Coliform MPN per 100 mL for any consecutive 7-day period	≤ 2.2
Maximum concentration of effluent Total Coliform MPN per 100 mL in more than one sample in any 30-day period	23
Maximum concentration of effluent Total Coliform MPN per 100 mL in a single sample at any time	240
Minimum UV reduction equivalent dose (RED) at maximum daily flow, mJ/cm ²	≥ 100
Number of UV channels	1
Channel length, feet	Per Manufacturer
Channel width, inches	Per Manufacturer
Channel depth, inches	Per Manufacturer
Number of UV banks per channel	Per Manufacturer (duty) plus 1 standby
Number of UV modules per bank	Per Manufacturer
Total number of UV lamps, including redundancy	Per Manufacturer
Number of UV intensity sensors per bank of modules	1
Number of power distribution/Ballast Panels	Per Manufacturer

Design Requirements at Specified Operating Conditions	
Parameter	All UV Banks
Number of PLC-based system control centers	1
Lamp sleeve cleaning system	Mechanical or mechanical/chemical

G. Structural Design Requirements

- ✓ 1. Provide equipment in accordance with the structural and seismic requirements of Section 01 73 24 - Design Requirements for Non-Structural Components and Non-Building Structures.
- ✓ 2. Mechanical, instrumentation and control, electrical, nonstructural systems, components, and elements permanently attached to the structure shall be anchored and braced to resist seismic forces. Contractor shall design the structural components, seismic attachment, braces, and anchors to the structure for all parts or elements of the mechanical and electrical systems in accordance with Section 01 73 24.

2.04 OVERVIEW OF EQUIPMENT OPERATION

- ✓ A. A brief summary of the equipment operation is provided here.
- ✓ B. The UV disinfection system will be fed effluent from the tertiary filter. A UV transmittance sensor upstream of the UV banks will aid in optimizing the UV light output of the UV banks. UV intensity sensors at each UV bank, along with flow rate and UV transmittance, will be used to automatically modulate the UV lamp output for dose-pacing. Water surface elevation in the channel will be measured by a level sensor monitor and automatically controlled by a motorized gate downstream of the UV banks. An automatic mechanical or chemical/mechanical wiping cleaning system will be used to clean the lamps periodically based on a timed interval or operator initiated. A manually operated, powered (hydraulic or electric) UV bank lifting system will be used to completely lift the UV bank from the channel. A disinfectant, like sodium hypochlorite, may be dosed into the UV channel before the UV banks for intermittent cleaning of the channel. Chemical dosing system provided by Installation Contractor.

2.05 MATERIALS

- ✓ A. Materials specified are considered the minimum acceptable for the purposes of durability, strength, and resistance to erosion and corrosion.
- ✓ B. Materials of construction:

Component	Material
All metal components exposed to or in contact with filtered secondary effluent	Type 316 stainless steel
All components exposed to UV light	Type 316 stainless steel, type 214 quartz, Teflon, or another suitable UV-resistant material
All metal components not in contact with filtered secondary effluent and/or UV light	Type 316 or 304 stainless steel
UV lamp sleeves	Type 214 clear fused quartz or equal

- ✓ C. Where two or more units of similar type are required, provide products of a single manufacturer.

2.06 EQUIPMENT COMPONENTS

A. Design:

- ✓ 1. Low-pressure high-output (LPHO) UV light disinfection equipment designed to reduce virus and bacteria concentrations in filtered secondary effluent from a secondary-treated and tertiary filtered wastewater process.
- ✓ 2. Lamp layout with centerline spacing to ensure effective disinfection while maintaining practical system headloss.
- ✓ 3. Maintain required submergence of the UV lamps at all flows within required range.
- ✓ 4. UV system must be able to automatically restart and resume operation following a loss of utility power without any manual intervention.

B. Ultraviolet Lamps and Ballasts:

- ✓ 1. LPHO amalgam UV lamps.
 - a. Designed to produce UV light with at least 90 percent of the UV emission at 254 nanometer wavelength.
- ✓ 2. Filament with clamped design, sufficiently rugged to withstand shock and vibration.
- ✓ 3. Single-end electrical connection.
- ✓ 4. Rated to produce zero ozone.
- ✓ 5. Lamp bases designed to be resistant to UV and ozone.
- ✓ 6. Lamp design preventing electrical arcing between electrical connections in moist environments.
- ✓ 7. Wiring connection to lamp designed such that heat from the lamp does not adversely affect the wiring.
- ✓ 8. Electronic ballasts specifically designed for the proposed lamps.
- ✓ 9. Lamp and sleeve system designed for field replacement by operating personnel at the plant.

C. Lamp Sleeves:

- ✓ 1. Provide sleeves around each UV lamp to prevent lamps and electrical connections from coming in contact with the process fluid.
- ✓ 2. Minimum UV transmission: 90-percent at 254 nanometer wavelength.
- ✓ 3. One closed end, one open end with smooth radius edges.
- ✓ 4. Designed to not degrade in the presence of UV light.

D. Modules:

- ✓ 1. 316 Stainless steel support structure for UV lamps.
- ✓ 2. Each UV module shall be rated NEMA 6P. Modules shall be connected to the power distribution equipment using a water-resistant, NEMA 6P rated, UL rated, multi-pin connector to enable easy disconnection to facilitate module removal.
- ✓ 3. Provide separate power and signal cabling.
- ✓ 4. Lifting lugs, lifting brackets, or similar so that modules can be lifted with a standard hoist or forklift during installation and servicing.

E. Mechanical or Mechanical/Chemical Wipers:

- ✓ 1. Hydraulically- or electrically-driven mechanical or mechanical/chemical wipers.
- ✓ 2. Operable in either manual or automatic mode.
- ✓ 3. Field-adjustable cleaning cycle intervals.
- ✓ 4. Designed to provide effective and uniform cleaning performance, long service life, low replacement and maintenance costs, and compensation for wear over the life of the wiper.
- ✓ 5. UV-resistant materials.
- ✓ 6. Wipers designed to be replaceable without having to dismantle the wiper drive system or disassemble the module structure.
- ✓ 7. Centrally located means of supporting and aligning the wipers properly throughout travel.
- ✓ 8. Wiper path that travels the full arc length of the UV lamps.
- ✓ 9. Seller shall provide all equipment including any equipment not specifically listed required to perform out of channel manual cleaning of lamps. Contractor will be responsible for installation.

F. Intensity Sensors:

- ✓ 1. One sensor per bank of UV modules to measure UV intensity at 254 nanometers wavelength.
- ✓ 2. Designed to avoid degradation with prolonged exposure to UV light.
- ✓ 3. Located to facilitate easy maintenance.
- ✓ 4. Displayed UV intensity readings at the system control panel.
- ✓ 5. Provide reference sensor check procedure at system control panel to allow operators to check the output of each UV intensity sensor against a calibrated sensor.
- ✓ 6. Clean sensors at the same frequency as lamp sleeves to prevent fouling of the sensor. Provide NIST- or PTB-traceable calibration certificate.

G. Bank Lifting System:

- ✓ 1. Each UV bank shall be equipped with an integral lifting mechanism to raise the bank out of the channel for servicing.

H. Stainless Steel Effluent Weir Gate:

- ✓ 1. Seller shall supply a motorized, modulating effluent weir gate for each channel.
- ✓ 2. Installation Contractor will be responsible for power supply to the operators, termination of gate wiring to the enclosures, and installation of the gates and associated operators. Seller shall be responsible for connecting all the controls and wiring to the UV System Main Control Panel. Instrumentation and controls for operation of the effluent gates shall be fully integrated by the Seller into the instrumentation and control system.
- ✓ 3. The dimensions of the effluent gate shall be designed in accordance with the channel geometry and the peak hydraulic flow.
- ✓ 4. The effluent weir gate shall be designed to maintain the in-channel water level within the Seller's recommended range, to maintain UV lamp submergence at all rates of flow within the ranges specified in Paragraph 2.03 E of this Section.

2.07 ELECTRICAL COMPONENTS AND ACCESSORIES

- ✓ A. Power is available from the plant distribution system at 60Hz and the following voltage configurations: 480V, 3-phase, 3-wire; 480/277 3-phase, 4-wire; and 208/120V, single-phase, 3-wire.
- ✓ B. Harmonic-mitigating transformers for Ballast Panels shall be provided by others if necessary.
- ✓ C. Provide power distribution panels to receive plant power and distribute it to all equipment, instruments, and control panels provided. Power distribution panels shall be designed by the manufacturer and shall be per Section 26 05 00.01.
- D. Harmonics Study:
 - ✓ 1. Provide a theoretical electrical system harmonic study to verify harmonic distortion levels at the primary terminals of the harmonic mitigating transformers feeding the UV system Ballast Panels. The study shall evaluate compliance with recommended maximum harmonic distortion levels specified in IEEE 519.
 - a. Perform or hire an independent contractor to perform a harmonic study to determine anticipated harmonic distortion levels and evaluate harmonic distortion relative to the requirements of IEEE 519. For preliminary calculation purposes:
 - 1) Short circuit current at power input terminals: 65,000 A.
 - 2) Point of Analysis (Point of Common Coupling): UV system power input terminals.
 - b. Perform calculations assuming the UV system operating and no other loads operating on the system.
 - ✓ 2. Include the following information in the study, at a minimum:
 - a. Explanation of method used to perform the study.
 - b. Explanation of study results with specific recommendations on additional filters and/or other measures, which may be implemented to meet the IEEE 519 limits if limits are not already met.
 - c. All calculations and/or computer simulation results used to arrive at the recommendations.
 - d. Individual UV module voltage and current harmonic content calculated at the UV module up to the fiftieth harmonic, and the combined total of all the UV module harmonic contents reflected in the system source supply voltage and current as a percentage of the 60-Hertz fundamental under actual load conditions from 0 to 60 Hertz in 10-Hertz increments.
 - ✓ 3. Study recommendations for additional harmonic mitigation measures shall be proposed to meet the requirements of IEEE 519 for harmonic distortion at the Point of Common Coupling for voltage and current distortion levels and line notching. Capacitor-inductor filter traps that require tuning to the power system per Tables 1 and 2, are not acceptable. Harmonic mitigation schemes that require the operation of multiple banks are not acceptable.
 - ✓ 4. Determine or estimate all data necessary to perform the study, including feeder cable sizes, approximate feeder length, motor data, electrical distribution equipment data, existing field data (if required), and any other information relative to the study. Identify any data in the study that is based on an estimate.

- ✓ 5. Provide the report prior to releasing the UV system for fabrication.
- ✓ 6. Provide an up-to-date single line diagram with referenced data with the submittal for the study.
- ✓ E. Power distribution panels, control panels, and instruments shall be provided by a UL 508A panel shop. Panel shop shall provide integration services to ensure equipment and instrument selection is consistent with the UV system provided. Panel shop shall prepare customized, detailed drawings for this project as described herein. Panel shop shall prepare customized, detailed product submittals for approval by the Project Owner prior to procurement or fabrication by the panel shop. Control panel shall be per Section 40 67 01.
- ✓ F. Panel shop shall determine and suitably mark the short circuit current rating on all panels.
- ✓ G. Panel shop shall provide the harmonic study described above.
- ✓ H. Panel shop shall participate in the testing and training described in Part 3 below elsewhere in the specifications.
- ✓ I. Manufacturer's standard equipment shall be acceptable provided it meets California Energy Code requirements, is appropriately listed, and has North American ratings. Manufacturer's standard panels shall be acceptable as modified to meet the requirements specified herein and in other Sections.

2.08 INSTRUMENTATION

- ✓ A. System instruments shall be provided as shown on the P&ID drawings. Seller shall redline the P&ID drawings as required to reflect its design and provide instruments for a complete and functional UV disinfection system.
- ✓ B. Manufacturer shall provide ancillary devices as required, including solenoid valves, actuators for control valves, and safety devices as shown or specified.
- ✓ C. Panel shop shall provide the appropriate equipment protection devices. This may include overload, over-torque, low/high pressure, etc. Equipment shall be appropriately protected and protection shall be incorporated into the controls systems provided by Seller.
- ✓ D. UV Transmittance (UVT) Monitor:
 1. Provide a UVT monitor suitable for measurement of the transmittance of tertiary filter effluent at a germicidal wavelength of 254 nm.
 - a. Suitable for continuous online measurement and for use as dose pacing.
 - b. Provide local indication of the transmittance (0–100 percent) and terminal blocks for a 4-20 mA output proportional to the measured transmittance.
 - c. Provide smoothing algorithm to attenuate temporary spikes in the signal, and allow manual setpoint entry to override measured transmittance.
 - d. Provide unit consisting of a UV light source, filter, 10-mm sample cell, and a detector.
 - e. Measure transmittance with a minimum accuracy of plus/minus 1 percent of actual value and have a 30-second maximum response time.

2. Incorporate a display screen for visual trend analysis on a 60-minute or 24-hour basis, housed in a NEMA 4X rated, 316 stainless steel enclosure suitable for wall mounting.
 3. Operable based on a 120 VAC, 60-Hz power supply
 4. Power the UVT monitor from the 120 VAC supply of the Control Panel.
 5. If the UVT monitor and sensor have integral cabling, coordinate with Buyer for cable lengths to be provided.
- ✓ E. Water Level Switch and Level Transmitter
1. One low water level switch and one level transmitter shall be provided for each UV channel
 2. The level switch is hardwired to turn-off lamps. During system operation, the level switch will ensure that lamps extinguish automatically, before any damage occurs, if the water level in the channel drops below an acceptable level.
 3. For the float or electrical type level switch, vendor shall provide weights and install per manufacturers recommendation. If the float switch has integral cabling, coordinate with Buyer for cable length to be provided.
 4. The water level transmitter will be wired to UV System PLC control panel by others and will provide level monitoring for indication and alarm

2.09 CONTROL PANELS

- ✓ A. Control panels shall be furnished by the equipment supplier. Vendor control panel or panels (VCP) shall be provided for each system in accordance with the requirements of this Section, Section 26 09 17 and Section 40 67 01. All necessary components and wiring shall be provided and installed for a complete, functional system.
- B. PLC Control Panel Description:
- ✓ 1. Control panels shall contain operator control devices, control relays, indicating lights and other panel devices to provide the specified system operation and shown on the P&ID drawings, as specified herein and as required by the applicable project control panel specifications.
2. Control panels shall include:
- ✓ a. Programmable Logic Controller (PLC) or Remote I/O devices
 - ✓ b. Panel mounted Operator Interface Terminal (OIT)
 - ✓ c. Ethernet switch
 - ✓ d. Any hardwired control logic required
 - ✓ e. DVDT output filters where applicable
 - ✓ f. Heating, Ventilation, Air Conditioning System
 - ✓ g. Uninterruptable Power System
 - ✗ h. A panel mounted emergency stop push button Removed in Add #2

2.10 EQUIPMENT CONTROL DESCRIPTION

- ✓ A. Detailed equipment control description shall be provided by Manufacturer.
- B. Energy Saving Control Mode:

- ✓ 1. Design system to be operated in dose-pacing control mode or other manufacturer's standard control mode, developed to adjust lamp brightness and conserve energy based on influent flow characteristics.
- 2. Dose-pacing design:
 - ✓ a. Adjust lamp output or number of lamps in service based on flow rate into system and measured UV intensity.
 - ✗ b. Upon loss of flow signal from plant control network, adjust all lamps to full power until flow signal is corrected. (**loss of flow results in design flow being used, not full power**)
 - ✗ c. Upon loss of UV intensity signal from UV system adjust all lamps to full power until UV intensity signal is corrected. (**System will use theoretical intensity in this instance**)
- ✓ 3. Allow for operation of the system in either automatic or manual modes.

C. Remote Monitoring and Operation

- ✓ 1. The UV system control PLC is connected to plant SCADA/PLC through Ethernet /IP. Vendor shall work with plant System Integrator to develop a list of parameters that will be exchanged between the vendor PLC and plant SCADA system. All alarms, control signals, and status signals shall be communicated to support remote operation of the vendor supplied equipment.
- ✓ 2. Alarms shall be provided to indicate to plant operators that maintenance attention is required or to indicate an extreme alarm condition in which the disinfection performance may be jeopardized. The alarms shall include, but not be limited to:
 - a. Individual Lamp Failure
 - b. Multiple Lamp Failure
 - c. Low UV Intensity
 - d. Low UV Dose
 - e. UVT Monitor Signal Failure

2.11 SAFETY ENCLOSURES AND MEASURES

- ✓ A. Provide equipment with removable enclosures to protect personnel against accidental contact with moving parts and prevent dripping in multilevel installations in accordance with the guards and caution sign requirements in Section 43 05 11 – General Requirements for Equipment.

✓ 2.12 NAMEPLATES Trojan compliant with changes per Add#2

- ✓ A. Equipment nameplates shall be provided on each item of equipment, including the primary equipment supplied, valves, operators and all other major appurtenances that are part of the scope of supply of this Section. Equipment nameplates shall be engraved or stamped stainless steel and fastened to the equipment in an accessible and visible location with stainless steel screws or drive pins.
- ✓ B. Electrical nameplates shall be provided on each electrical item supplied including control panels, motors, and variable frequency drives which are part of the scope of supply:
 - 1. Provide nameplates for all enclosures containing electrical equipment, including the following information:
 - a. Unique identifier matching the Contract Drawings (e.g. LCP-2200)
 - b. Functional description of equipment served (e.g. Bar Screen 2)

- c. Upstream disconnecting means / source of power (e.g. "SOURCE: LP-15 CKT 23")
- 2. Provide nameplates for all boxes (including pull, junction, and terminal boxes), including the following information:
 - a. Unique identifier matching the Contract Drawings
 - 1) Where no identifier is present on the Drawings, assign a unique identifier that relates to the tags assigned to upstream conduits.
 - 2) Maximum operating voltage of conductors contained in the box (e.g. 480VAC, 120VAC, 24VDC, SIGNAL, NETWORK, or FIBER)
- 3. Nameplates shall be made from laminated phenolic plastic.
 - a. Black backgrounds with 3/16-inch white letters.
 - b. Fastened using self-tapping stainless-steel screws. Nameplate adhesives will not be permitted on the outside of enclosures.
 - c. Submit abbreviations due to space limitations to Project Owner prior to manufacture.

2.13 EQUIPMENT MOUNTING AND ANCHORAGE

- ✓ A. Equipment Anchor Bolts
 - 1. Provide machinery and components sufficient for wind and seismic structural design and anchorage design in compliance with Section - 01 73 24 – Design Requirements for Non-Structural Components and Non-Building Structures.

2.14 COATINGS (NOT USED)

2.15 SOURCE QUALITY CONTROL

- ✓ A. Prior to panel shipping, Factory Acceptance Test (FAT) shall be conducted for Electrical panels and PLC Panel, PLC programming/configuration and OIT graphics.
- ✓ B. The purpose of these tests is to ensure hardware components are installed and function per design, PLC programming and configuration is done per design requirements, and OIT graphics function per design.
- ✓ C. Seller shall submit a FAT Plan to Engineer for review and approval prior to starting the test.
- ✓ D. Factory Acceptance Test may be witnessed at the discretion of the Project Owner. Expenses for witnessing by Project Owner/Engineer (i.e., travel), will be covered by Project Owner.

2.16 SPARE PARTS

- ✓ A. Provide the following spare parts:
 - 1. Five percent spare parts for the installed lamp assemblies, including lamps, drivers, sleeves, mechanical wiper rings and seals.
 - 2. Five percent spare parts for the installed ballasts, including all electrical connectors, mounting parts or other items that would be replaced upon ballast replacement.
 - 3. Two UV intensity sensors.

4. Three pairs of personnel goggles or face shields for protection against UV energy between 200- to 400-nanometers wavelength.
5. Two UV area warning signs.
6. A quantity of any required lubricants and cleaning chemicals, wipers, or brushes suitable for 18 months' operation with quantities determined based on actual operation during startup and prior to Substantial Completion.
7. Spare parts for PLC and control panel as specified in Section 40 67 01
8. One spare hydraulic service center hydraulic pump, or if hydraulics are not used for wiping, one wiping motor.
9. Two (2) sets of all special tools required to perform operation and maintenance activities and/or installation of the UV system equipment.

PART 3 EXECUTION

3.01 INSTALLATION

- ✓ A. Seller shall provide the Contractor with detailed recommendations and instructions for installation of the equipment specified in this Section.
- ✓ B. The Contractor will install the UV disinfection system in strict compliance with the Manufacturer's instructions and recommendations. Contractor will coordinate all installation work with the work of other trades required for a complete and functional UV system.
- ✓ C. Attend a pre-installation meeting with the Project Owner to review general procedures, erection and installation instructions, and installation sequence if required by the Contractor. In-person or virtual attendance will be at the discretion of the Installation Contractor. **(Virtual per addendum #2)**
- ✓ D. Provide Manufacturer's representative inspection of the installation and supervision of any required modifications, additions, or other changes required to allow the Manufacturer to certify that the complete installation is appropriate and is expected to operate as expected.
- ✓ E. Equipment Mounting:
 1. Position equipment pad and equipment anchors for final placement of equipment.
 2. Use a bolting template to position equipment anchors.
 3. Level Mounting Plates to 0.005 inch/foot or less.
 4. Pour grout bed supporting each mounting plate.
 5. Eliminate grout voids below mounting plate.
 6. Tension equipment anchors
- ✓ F. Provide a completed Seller's Installation Certification Form, Form 43 05 11-A, Section 01 91 10 – Reference Forms, for each equipment installation.

3.02 MANUFACTURERS FIELD SERVICES

- A. On-Site Inspections and Training: Provide a factory-trained manufacturer's representative at the Site for the following activities. Specified durations do not include travel time to or from the Site.
- ✓ 1. Installation Inspections: Assist, supervise, and inspect the Contractor's activities during installation (Article 3.01). Provide a minimum of 4 days technician time.
 - ✓ 2. System Component and Functional Test Phases Testing and Inspections: Assist, supervise, and inspect the Contractor's activities during the system test phase specified in Article 3.03 and this Section. Provide a minimum of 7 days technician time. Complete Form 43 05 11-A, Section 01 91 10 for each test.
 - ✓ 3. Performance Test Phase Testing and Inspections: Assist, supervise, and inspect the Contractor's and Engineer's activities during the performance test phase specified in Article 3.03 and this Section. Provide a minimum of 5 days technician time.
 - ✓ 4. Training Sessions: Reference Article 3.04 of this Section
 - ✓ 5. Follow-Up Visit: Assist and supervise plant and contractor staff with ongoing observation and maintenance, addressing specific problems, and reviewing startup of the system during the warranty period. Provide a minimum of 2 days supervision.

3.03 COMMISSIONING, TESTING, AND STARTUP

- A. General
- ✓ 1. Provide Field Testing and Commissioning in accordance with the requirements of Section 01 91 00 - Commissioning.
 - ✓ 2. Manufacturer to provide detailed procedures for Field Testing and Commissioning procedures.
 - ✓ 3. Provide Field Testing and Commissioning under the direction of experienced and qualified personnel provided by the Seller.
- B. Special Requirements
- ✓ 1. In addition to the Field Testing and Commissioning requirements specified in Section 01 91 00 - Commissioning, perform the following specific field tests.
 - ✓ 2. Component Test Phase
 - a. Procedures: Section 01 91 10 Form 01 45 20-A.
 - b. General:
 - 1) Contractor will be responsible for component testing with assistance from Manufacturer as further detailed below.
 - a) Manufacturer shall provide a factory-trained technician to supervise startup and testing of the system.
 - b) Manufacturer shall confirm system operates to the specified requirements.
 - c) If required, repair system to meet requirements at no additional cost to the Project Owner.
 - d) Installation Contractor will provide the required manpower, equipment, and materials needed to conduct all tests, except routine effluent testing.

- e) Provide a test plan including test procedure and the services of a certified independent laboratory, approved by the Project Owner, to conduct all required laboratory analyses during performance testing, except during the routine effluent testing. Laboratory testing during the routine effluent test will be conducted by the Project Owner's laboratory.
- f) Notify the Project Owner, in writing, of the proposed dates of functional testing and performance testing not less than two weeks before the proposed start of each test.

✓ 3. Functional Testing

- a. Manufacturer shall submit a Functional Test Plan to Engineer for review and approval at least two weeks prior to functional testing.
- b. Manufacturer's representative shall inspect the following items prior to testing. Once inspected, the Manufacturer's representative shall approve the installation and provide certification that the system components have been installed correctly and are ready for operation.
 - 1) Proper alignment of system components where appropriate.
 - 2) Correct operation of system.
 - 3) Proper connections between components.
 - 4) Satisfactory function of all components.
- c. Test all alarms to be seen on the OIT/HMI:
 - 1) Test all functions to be monitored by plant control system.
 - 2) Test all functions to be written by plant control system.
 - 3) Test all I/O points to ensure functionality.
 - 4) Test all OITs and PLC control panels.
- d. Demonstrate the system and related controls operate in accordance with the requirements of this Section. The calculated UV dose should match that predicted by the third-party validation report as a function of flow, UVT and sensor output.
- e. Functional Test shall be witnessed.
- f. If the functional tests do not meet the requirements of this section, adjust, modify, or change the UV system as required to meet the requirements.
- g. If the system meets the requirements specified herein, the system will advance to the performance testing.
- h. If, in the opinion of the Project Owner, the functional tests do not meet the requirements specified herein, performance testing will not begin until the supplier has made, at no cost to the Project Owner, such adjustments, changes, and/or additions as necessary to correct the system and demonstrated this by a satisfactory functional test as specified above.

✓ 4. Performance Testing

- a. General:
 - 1) Seller shall provide a validation report for the specified UV system describing a third-party validation per Paragraph 1.06.B.12.
 - 2) The UV system shall undergo a spot-check bioassay performance test following installation to demonstrate its ability to meet treatment objectives.
- b. Spot Check Bioassay

- 1) Reactor Spot-Check Commissioning Testing to occur only after satisfactory field test reports have been provided to the Project Owner and Engineer.
 - 2) The Installation Contractor shall notify the Project Owner and Engineer and the Regulator having jurisdiction of the test date and protocol. Spot Check Commissioning Test shall be in accordance with the requirements specified in Chapter 3 of the NWRI Guidelines (2012).
 - 3) Installation Contractor shall prepare and provide to the Project Owner and Engineer and Regulator a Reactor Spot-Check Commissioning Test protocol 60 days prior to the anticipated commencement of testing for review and approval. Installation Contractor shall not commence testing until test protocol is approved by Regulator. Seller shall support Contractor's development of the test protocol.
 - 4) Upon completion of the Reactor Spot-Check Commissioning Test, a report documenting and detailing the test results shall be submitted to the Project Owner and Engineer for review and approval within 30 days of testing. Installation Contractor shall provide two (2) copies of the report.
 - 5) Once the Project Owner and Engineer approves the Reactor Spot-Check Commissioning Report, the Installation Contractor shall submit to Regulator for site-specific UV Disinfection System approval. The bioassay results are required to demonstrate that the UV system will deliver the specified Reduction Equivalent Dose (RED) based on the water quality and operating conditions specified herein.
 - 6) The Manufacturer shall provide, to the Contractor, the spot check bioassay test protocol and results report, and, as part of its scope, provide required test equipment to the site, analytical lab services, UVT modifier solution, bioassay microbe stock (e.g., MS2 bacteriophage), and third-party oversight. Provisions for managing flow through the UV system during testing will be provided by others.
 - 7) The Manufacturer shall make corrections to UV system and rerun tests as required by Regulator in the case that the Reactor Spot-Check Commissioning Test Report is not approved. Corrections and additional testing, including third party services, travel and onsite services, shall be at the expense of the Seller.
 - 8) Reactor Spot-Check Commissioning Testing to occur prior to substantial completion and shall be one of the conditions precedent to achieving Substantial Completion.
- ✓ 5. Harmonics Testing
- a. Harmonic Testing
 - 1) Employ an independent contractor experienced in electrical system harmonic content field measurements and analysis to measure the harmonic content of the system at the Point of Common Coupling (PCC), defined for this project as the 480 V bus of the UV system switchboard.
 - 2) Measure the harmonic current and voltage attributable to the UV disinfection system in the power distribution system for all bank configurations prior to final acceptance.
- ✓ 6. Supervision, Certification, and Report of Testing

- a. The Manufacturer's representative shall participate in/witness the functional testing of the intensive portion of the effluent quality testing and certify the system's performance during the tests. The testing shall be documented, and a report shall be provided to the Project Owner.
 - b. The Project Owner will conduct routine effluent quality tests during continuous operation of the system, and document all data and lab report sheets, and provide a description of the performance testing procedures and results. Once the test report is complete, a certification that the system performance meets the requirements, and State of California regulations, will be provided.
- C. Acceptance/Nonacceptance of System
- ✓ 1. If, in the opinion of the Project Owner and Engineer, the system meets the performance requirements during the preliminary performance testing specified herein, and the Project Owner has received the executed Warranty Bond specified, the Project Owner and Engineer will recommend the official acceptance/approval of the UV disinfection system, and the Project Owner will begin the routine effluent quality test. If, in the opinion of the Project Owner and Engineer, the test results do not meet the performance requirements during the preliminary performance testing specified herein, the Project Owner or Engineer shall notify the Manufacturer in writing of the non-acceptable performance.
 - ✓ 2. In the case of non-acceptable performance, the Seller shall then have 60 days in which to perform, at the Seller's sole expense, any supplemental testing, equipment adjustment, changes, or additions and request an additional retest of the non-acceptable system.
 - ✓ 3. Should the UV system fail to meet the requirements of the Specifications after three attempts, the Seller shall remove the system and replace it with one that will meet the performance requirements.
- ✓ D. Following successful Acceptance Testing, provide a Manufacturer's Operation Certification, Form 43 05 11-D, Section 01 91 10 – Reference Forms.

3.04 DEMONSTRATION AND TRAINING

- A. Provide training as specified in Section 01 79 10 –Training.
 - ✓ 1. Provide a minimum of 4 days classroom and field training. Conduct one training session per week on consecutive weeks to accommodate the shift schedules of operation and maintenance staff
- ✓ B. Upon completion of the training activities, the Seller shall provide a Manufacturer's Instruction Certification, Form 43 05 11-B, Section 01 91 10 – Reference Forms.

END OF SECTION

Name: Josh Richardson

Title: Sr. Director, North American Sales

Signature: Josh Richardson

COMMENTS TO CONTRACT AGREEMENT



City of Riverbank RFP
UV Disinfection System
(List of Contract Agreement Exceptions)

1. Trojan Technologies Corp. ("Seller") appreciates the opportunity to conduct business with the City of Riverbank ("Buyer") for the procurement of Goods and Special Services. To help provide you with the best and most cost-effective goods and services we can offer, we respectfully submit the following list of non-exclusive exceptions to the Procurement Agreement ("Agreement") included in City of Riverbank RFP:
Indemnification. Any and all indemnification obligations imposed upon Seller are limited to the extent of those damages proportionately caused by Seller's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Seller liable for any damages caused by negligence, misuse or misapplication of goods by others.
2. **Limitation on Liability.** THE TOTAL LIABILITY OF SELLER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SPECIAL SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SELLER UNDER THE AGREEMENT (THE "TOTAL COMPENSATION"), EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SELLER'S WILLFUL MISCONDUCT.
3. **Warranty.** In addition to the Special Warranty, Seller warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Seller warrants to the Buyer that for a period of eighteen (18) months from delivery or one (1) year from the date of installation, whichever comes first. Goods which are manufactured by Seller will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. Seller warrants that Special Services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Special Services. If Seller breaches this warranty or the Special Warranty and the Buyer notifies Seller of such breach within 30 days of the end of the applicable warranty period, Seller will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Special Services, or refund the amounts paid by Buyer to Seller for the nonconforming Goods and/or Special Services. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. SELLER'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. SELLER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **Intellectual Property; Information Technology; Privacy.** Seller retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Buyer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Buyer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Buyer. To help ensure mutual compliance with applicable privacy laws, Buyer will not provide to or share with Seller any personal data or personally identifiable information.
5. **Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Seller recommendations, (c) operating conditions at the Buyer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.
6. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Seller's CFO, all Goods and Special Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are

due Net 30 days from Seller's invoice date and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Buyer bears the customary burden of proof with respect to any amounts invoiced by Seller but not paid by the invoice due date. Buyer shall pay Seller interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance.

Payment milestones shall apply as follows:

- 10% upon award of PO
- 40% upon completion of submittal by Supplier
- 45% upon shipment or 30 days after notice to ship (whichever occurs first)
- 5% upon equipment acceptance or 180 days after shipment (whichever occurs first)

- 7. Liquidated Damages.** Absent a Force Majeure event, when the delivery of the Goods is delayed beyond the Delivery Date or the completion of field commissioning services or the completion of all punch list items, solely due to the fault of the Seller, and that delay is the sole cause of Buyer's inability to perform all of its duties under the Prime Contract, Seller shall pay to Buyer Five Hundred United States Dollars (\$500) per each day of delay beyond the Milestone Date, not to exceed, in the aggregated, five percent (5%) of the face value of the Agreement. Liquidated damages are Seller's sole liability and Buyer's exclusive remedy for delay. If more than one party is responsible for assessment of liquidated damages against the Contractor, then the Seller shall be liable for only its portion of the total liquidated damages. Seller shall be required to pay liquidated damages only if the Owner requires the Buyer to pay liquidated damages. If Seller's performance or delivery is late and Buyer is not assessed liquidated damages by the Owner, then the Seller shall not be required to pay liquidated damages to the Contractor. Liquidated damages are Seller's sole liability and Buyer's exclusive remedy for delay.
- 8. Force Majeure.** Seller is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Seller may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof.
- 9. Tariffs.** Customer is aware of the possibility that the United States may impose tariffs, duties or other surcharges ("Tariffs") on all goods made and/or shipped from Canada to the United States. If the applicable Incoterm requires Supplier to pay for the Tariffs, Supplier will be responsible for the payment of any such Tariff; provided however that Customer hereby agrees that, notwithstanding the Incoterm, to reimburse Supplier in full for such Tariffs in the event they are imposed within 30 days from receipt of an invoice from Supplier. Supplier shall provide applicable documentation demonstrating that the Tariffs were imposed, and that Supplier was required to pay those Tariffs and has indeed paid such Tariffs. If the applicable Incoterm requires Customer to pay the Tariffs, Customer shall pay any such potential Tariffs.
- 10. Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Seller, the Agreement does not bind any affiliates of Seller. Seller is not subject to any audit rights in favor of the Buyer, except for audit rights (under reasonable conditions) directly related to Seller's compliance with laws and regulations (e.g., safety) which are directly applicable to Seller's Goods and/or Special Services purchased under this Agreement. Seller is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Seller's policies, or provide waivers of subrogation. If Buyer and Seller

may terminate the Agreement upon 30 days written notice to the other party. Seller's adherence to its parent company Veralto's strict Code of Conduct and policies, shall be deemed to be adherence to Buyer's. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

ITEM 2 – OPERATIONS AND MAINTENANCE DETAILED EVALUATION



Item 2: Operations and Maintenance Detailed Evaluation

Item 2.a – Energy Use

Buyer will calculate the power consumption for the complete systems as included in the Proposer's scope of supply, when such system operates at average flow and other operating conditions listed in ULTRAVIOLET DISINFECTION SYSTEM Section (46 66 56). Calculations will be based on the data supplied with its Proposal under PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION Section (00 45 17).

TROJAN RESPONSE: The power required at average flow is 24.2 kW (as shown on form 00 45 17). Annual usage, assuming 8760 hours per year is 211,992 kWh. Please reach out should any additional details be needed.

Item 2.b – 15-year Maintenance Cost

Buyer will calculate the maintenance cost for the complete system, as included in Proposer's scope of supply, over a 15-year period including consumables and replacement of any parts typically replaced in this time frame, for the system operating under the average flow and other conditions listed in ULTRAVIOLET DISINFECTION SYSTEM Section (46 66 56). Calculations will be based on the data supplied in the Proposal under PROPOSER'S STATEMENT OF EXPERIENCE AND SUPPLEMENTAL INFORMATION Section (00 45 17).

TROJAN RESPONSE: Refer to form 00 45 17 included with this RFP. Please reach out should any additional details be needed.

Item 2.c – Spare Parts Availability and Technical Support

This evaluation will use the information of the time to supply spare parts to the project site, the proximity of the nearest service center to the project site and number of technicians full time assigned to that service center

List lead time (in business days) for all spare parts included in the Proposal with a projected service life of less than 2 years. Supply one (1) customer reference from within last 6 months where this lead time or shorter lead time was met. Supply location of nearest service center, indicating distance in miles from service center to project location and number of technicians full time assigned to that service center.

TROJAN RESPONSE: The closest service center is in Santa Clarita CA. Trojan has 4 technicians that will service this project within the Los Angeles CA area. The distance from site is 291 miles.

Please refer to the following table for the typical spare part lead time. Parts are stocked in Grand Rapids Michigan and common stocked components can be sent for overnight delivery in an emergency.

Item	Procurement Lead Time, Standard Consumables
UV Lamp	1 week
UV lamp sleeve	1 week
Sensor	1 week
Wiper	1 week
UV ballast	1 week
Acti-Clean Gel, Wiper Cleaning 20L	1 week
Oil, Hydraulic 20L	1 week

Customer Reference for Spare Part Delivery:

Matt Rempfer
Wastewater Operations Supervisor
City of Lodi
White Slough Water Pollution Control Facility
209-333-6868
mremper@lodi.gov

ITEM 3 – PRICE AND DELIVERY EVALUATION CRITERIA



Item 3. Price and Delivery Evaluation Criteria

Item 3.a – Price for Specified Scope

Based on Total Proposed Price

TROJAN RESPONSE: Please refer to the RFP price listed in 00 42 13 - Price Schedule.

Item 3.b – Lead time for Specified Scope

Based on time to delivery Goods from receipt of Notice to Fabricate

List time to deliver to the project site all equipment and ancillaries comprising the complete system following receipt of notice to fabricate. Supply time required for preparation of submittals.

TROJAN RESPONSE: Submittal lead time is 4-6 weeks after executed Purchase Order. Equipment delivery is 28-30 weeks following notice to fabricate.

ITEM 4 – EXPERIENCE AND DETAILED EVALUATION CRITERIA



Item 4. Experience Detailed Evaluation Criteria

Item 4.a – Installations within the State of California with the same size or larger equipment

Based on the number of similar installations within California. (Submit a maximum of 20.)

Supply a list of up to 20 installations within the state of California for water reuse like the existing in terms of flow and targeted use. List design flow and installed power for each entry.

TROJAN RESPONSE: Please refer to the following list for 20 Water Reuse installations in the state of California.

Installation List, Table D										
4a. Installations within the state of California with the same size or larger equipment. (20 entries)										
	Project Name	State	Flow (MGD)	Lamps	Installed Power (kW)	UVT	Product Type	Start-up	Banks	Disinfection Target
1	Stockton	CA	57.0	672	707.62	65	UVSigna	3/18/2021	28	Title 22 Reuse
2	East Valley	CA	19.4	192	202.18	65	UVSigna	6/17/2020	12	Title 22 Reuse
3	San Diego SBWRP	CA	15.0	192	202.18	62	UVSigna	12/19/2019	8	Title 22 Reuse
4	Beaumont	CA	13.2	108	113.72	65	UVSigna	5/31/2021	6	Title 22 Reuse
5	Jackson	CA	4.0	80	84.24	55	UVSigna	5/24/2018	10	Title 22 Reuse
6	Paso Robles	CA	3.7	96	101.09	55	UVSigna	11/21/2017	8	Title 22 Reuse
7	WINDSOR	CA	10.2	160	168.48	65	UVSigna	5/23/2024	10	Title 22 Reuse
8	San Bernardino WRF	CA	2.5	48	50.54	55	UVSigna	7/8/2024	6	Title 22 Reuse
9	Otay	CA	1.3	24	25.27	62	UVSigna	8/22/2024	3	Title 22 Reuse
10	Roseville - Dry Creek WWTP	CA	45	2400	600.00	66	UV3Plus	12/3/2007	20	Title 22 Reuse
11	Roseville - Pleasant Grove WWTP	CA	30	1080	270.00	70	UV3Plus	2/22/2010	9	Title 22 Reuse
12	Whittier Narrows WRP	CA	21	1024	256.00	69	UV3Plus	8/14/2008	16	Title 22 Reuse
13	Merced	CA	18.55	1600	400.00	55	UV3Plus	6/15/2010	20	Title 22 Reuse
14	Lodi White Slough WWTP	CA	16.3	1760	440.00	55	UV3Plus	7/28/2004	10	Title 22 Reuse
15	Woodland	CA	15.6	1680	420.00	55	UV3Plus	1/16/2006	10	Title 22 Reuse
16	Modesto	CA	14.5	936	234.00	65	UV3Plus	7/7/2014	9	Title 22 Reuse
17	Atwater	CA	11.2	960	240.00	55	UV3Plus	4/15/2011	12	Title 22 Reuse
18	Ironhouse Sanitary District	CA	9.6	480	120.00	65	UV3Plus	12/20/2010	6	Title 22 Reuse
19	Yucaipa - H.N. Wochholz WWTP	CA	9.2	336	84.00	70	UV3Plus	8/1/2007	6	Title 22 Reuse
20	Roseville Pleasant Grove WWTP	CA	8.3	480	120.00	65	UV3Plus	11/9/2023	4	Title 22 Reuse

Item 4.b – Additional installations within the USA with same size or larger equipment

Based on the number of similar additional US installations, outside California. (Submit a maximum of 10.)

Supply a list of up to 10 installations within the US beyond those included in 4a. List flow and installed equipment power for each entry.

TROJAN RESPONSE: Please refer to the following list outlining 10 installations within the US that utilize the identical bank size to the system proposed for Riverbank.

	Installation List, Table D								
	4b. Installations within the USA with the same size or larger equipment. (10 entries)								
	Project Name	State	Flow (MGD)	Lamps	Installed Power (kW)	UVT	Product Type	Start-up	Banks
1	Durango	CO	9.8	48	50.54	65	UVSigna	9/13/2018	4
2	Urbana Champaign Southwest WWTP	IL	20.7	48	50.54	65	UVSigna	12/18/2020	2
3	Brownsburg	IN	15.0	48	50.54	60	UVSigna	9/21/2017	6
4	Mt. Pleasant	MI	7.0	48	50.54	56	UVSigna	1/27/2021	4
5	Fuquay Varina	NC	9.0	48	50.54	68	UVSigna	2/24/2017	6
6	Antrim Township Upgrade	PA	7.2	48	50.54	55	UVSigna	10/30/2018	6
7	Harpeth Valley UD	TN	25.0	48	50.54	70	UVSigna	8/2/2018	3
8	Kyle, TX	TX	18.0	48	50.54	65	UVSigna	12/29/2020	4
9	Salem City	UT	4.4	48	50.54	65	UVSigna	3/22/2019	4
10	South Milwaukee	WI	30.0	48	50.54	65	UVSigna	5/30/2013	2