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

choose civility

TUESDAY, NOVEMBER 25, 2025 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT 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 **Proclamation- Veterans and Military Families Month – November 2025-** It is recommended that the City Council read the Proclamation for Veterans and Military Families Month – November 2025 and present to American Veterans First.

Item 7.2 **Presentation- Traffic Committee-** It is recommended that the City Council receive a presentation from Cody Bridgewater, City of Riverbank Director of Public Works, regarding the Traffic Committee, and its duties to the City of Riverbank.

Item 7.3 **Presentation-Opportunity Stanislaus Memorandum of Understanding-** City Council to review and provide guidance on the program offerings by Opportunity Stanislaus.

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.

Any documents that are not privileged or part of a Closed Session provided to a majority of the City Council/LRA Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office 6707 Third St., Suite A, Riverbank.

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 October 28, 2025.

Item 9.3 **Resolution** Approving the Consultant Services Agreement with Black Water Consulting Engineers, Inc. for the Preparation of the Wastewater Treatment Plant Expansion Feasibility Study.

10. PUBLIC HEARING- NO ITEMS SCHEDULED.

11. NEW BUSINESS

Item 11.1 **A Resolution Approving the Appointment of Alex Rodriguez, as Alternate to the Planning Commission Effective January 1, 2026.-** It is recommended the City Council consider Mayor Hernandez's nomination to fill one (1) upcoming vacancy for an Alternate Planning Commissioner seat, for a full 2 -year term effective January 1, 2026, and ending December 31, 2027.

Item 11.2 **Receive Direction from City Council Regarding the Next Steps for the Proposed Jacob Myers Park Trail Expansion Project**.- It is recommended that the City Council receive an update on the Jacob Myers Park Trail Expansion Project and provide direction to staff regarding the next steps.

Item 11.3 **A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I to KSN, and Authorize a Budget Appropriation in the amount of $194,310.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for the Value Engineering phase of design for the Riverbank Regional Recycled Water Project – Phase I to KSN, authorize the City Manager to execute a contract with said firm in the amount of $194,310.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

Item 11.4 **A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I to Brown and Caldwell, and Authorize a Budget Appropriation in the amount of $138,475.00 from the Sewer Fund 106.-** It is recommended that the City Council award the contract change order for the Value Engineering phase of 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 $138,475.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

12. 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 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. 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 13.1 **CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION**
Significant Exposure to Litigation (Pursuant to Govt. Code § 54956.9(d))
Number of Potential Cases:1

Item 13.2 **LIABILITY CLAIMS**
(Pursuant to Govt. Code § 54961)
Claimant: Anthony Campos Martinez, A Minor,
by and through Alma Campos
Agency Claimed Against: City of Riverbank

Item 13.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATIORS**
(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

14. REPORT FROM CLOSED SESSION

Item 14.1 **Report from Item 13.1**
CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION
Significant Exposure to Litigation (Pursuant to Gov. Code § 54956.9(d))
Number of Potential Cases:1

Item 14.2 **Report from Item 13.2**
LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Anthony Campos Martinez, A Minor,
By and through Alma Campos
Agency Claimed Against: City of Riverbank

Item 14.3 **Report from Closed Session Item 13.3**
CONFERENCE WITH REAL PROPERTY NEGOTIATIORS
(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

15. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, December 9th, 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 20th Day of November 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

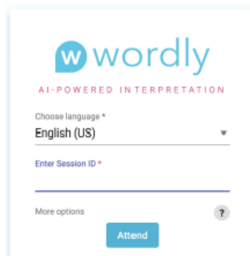
Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that 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



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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/VIRUAL 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:	**November 25, 2025**
Subject:	**Proclamation- Veterans and Military Families Month – November 2025**
From:	**Marisela H. Garcia, City Manager**
Submitted by:	**Claudia Edwards, Administrative Intern**

RECOMMENDATION

It is recommended that the City Council read the Proclamation for Veterans and Military Families Month – November 2025 and present to American Veterans First.

SUMMARY

Families provide our Servicemembers with invaluable encouragement and love, and manage the home front while their loved ones are deployed. Military families and Veterans can experience a number of challenges, including higher rates of divorce, homicide, child abuse, and child neglect. The stress of deployments often affects emotional well-being and family dynamics. To cope, they build strong support networks, rely on community resources, and develop resilience. Access to benefits like healthcare and educational assistance helps ease some challenges, while active community involvement provides additional support.

BACKGROUND

November was officially designated as Military Family Month in 1996 by the Armed Services YMCA. Since then, it has served as a time to recognize the significant sacrifices made by military families. They contend with separation from their families and make adjustments to new living situations and communities. Military Families embody strength, resilience, and courage.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Proclamation

ATTACHMENT 1

CITY OF RIVERBANK

Proclamation

VETERANS & MILITARY FAMILIES MONTH – NOVEMEBER 2025

WHEREAS, November was first declared as Military Family Month in 1996. Since then, November has been a time to acknowledge the tremendous sacrifices our military families make. They contend with separation from their families and make adjustments to new living situations and communities. Military Families embody strength, resilience, and courage; and

WHEREAS, we unite with the community to honor the extraordinary men and women whose selfless service has safeguarded our nation's most cherished freedoms. Their sacrifices are woven into the fabric of our community, reminding us daily of the courage it takes to preserve liberty; and

WHEREAS, too many veterans carry painful memories and bear physical and emotional scars from their service. We will never forget our veterans who are suffering from mental health issues or the military families that are left behind; and

WHEREAS, families provide our Servicemembers with invaluable encouragement and love and manage the home front while their loved ones are deployed. As we approach the winter holiday season when families across the world come together, we pay special tribute to our deployed forces and their families; and

NOW, THEREFORE, the City Council of the City of Riverbank hereby proclaims November 2025 as "Veterans and Military Families Month" and urges the Riverbank community to celebrate the indomitable spirit of our heroes and reaffirm our commitment to them, ensuring that their service is never forgotten, and their contributions always cherished.

November 25, 2025

____
Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	**November 25, 2025**
Subject:	**Presentation- Traffic Committee**
From:	**Marisela H. Garcia, City Manager**
Submitted by:	**Cody Bridgewater, Director of Public Works**

RECOMMENDATION

It is recommended that the City Council receive a presentation from Cody Bridgewater, City of Riverbank Director of Public Works, regarding the Traffic Committee, and its duties to the City of Riverbank.

SUMMARY

The City of Riverbank Director of Public Works is providing an informational presentation on the Traffic Committee and its areas of interest for the City of Riverbank and its citizens. This item is a follow-up to the Council Referral Item brought forward by Councilmember Uribe at the September 23rd Council Meeting.

FINANCIAL IMPACT

There is no financial impact with the report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATION

Meeting Date:	**November 25, 2025**
Subject:	**Presentation - Opportunity Stanislaus Memorandum of Understanding Update**
From:	**Marisela H. Garcia, City Manager**

RECOMMENDATION

City Council to review and provide guidance on the program offerings by Opportunity Stanislaus.

SUMMARY

After a review of the Memorandum of Understanding (MOU) with Opportunity Stanislaus at the September 9, 2025 meeting the City Council provided direction to staff to evaluate potential amendments to the MOU. Councilmember Call and the City Manager have met with the CEO or Opportunity Stanislaus to discuss programs and opportunities that would be of benefit to the City. These items are reflected in Attachment 1. This item is a follow-up presentation based on those conversations.

STRATEGIC PLAN

This item is not directly related to the City Council Strategic Plan.

BACKGROUND

On December 14, 2021 the City Council adopted Resolution 2021-119 approving a Memorandum of Understanding (MOU) between the City and Opportunity Stanislaus for Economic Development and Workforce Strategies for the time period of Fiscal Year 2021-22 through 2025-26. The annual investment into this MOU is $25,000 per year.

During the budget workshop for the 2025-26 Annual Budget, a majority of the City Council requested a review of the MOU to evaluate the services being provided by Opportunity Stanislaus. These services to Riverbank were to include the following:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Riverbank;
2. Will continue with the Local Industry Program for the base sector employers in Riverbank and will include a representative of the City on those business visits.
3. Will focus on attracting and supporting clean energy companies and other companies in the Riverbank Industrial Complex.
4. Will provide the City of Riverbank with on-going market and economic analyses through the Northern San Joaquin Economic Instituter on a variety of important business sector topics based on the City of Riverbank's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).
5. Will coordinate collaborative visits, recruitment trips and trade show participation for attracting target businesses, primarily from the Bay Area and Silicon Valley.
6. Will support and coordinate with the City of Riverbank on workforce support efforts to help Riverbank employers find the workforce resources they need from the county and state.
7. Will partner with Riverbank on potential industry visits by continuing to involve the City of Riverbank in prospect meetings as well as participating in Trade show exhibits.
8. Will support the City of Riverbank in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.
9. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Riverbank.
10. OS quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Opportunity Stanislaus Business Resource Center, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:

    a. Quarter #1: March
    b. Quarter #2: June
    c. Quarter #3: September
    d. Quarter #4: January

    These reports will provide ongoing, updated information to the City of Riverbank relative to the progress of the aforementioned Marketing Strategy as well as the adopted OS Program of Work for Year 2021-2022. These reports will include the current focus of the campaign as well as the number and type of responses received.

FINANCIAL IMPACT

The City allocates $25,000 per year for the annual “investment” to Opportunity Stanislaus. The City has not yet remitted funds for the 2025-26 fiscal year.

ATTACHMENTS

1. Opportunity Stanislaus Memorandum of Understanding Programs and Opportunities

Opportunity Stanislaus

Memorandum of Understanding Programs & Opportunities

- **Downtown Revitalization & Small Business Growth** – retail leakage analysis, SBDC support, and regional marketing to promote Riverbank's downtown. *This item is specifically related to Item #1 in the MOU.*
    - Buxton on Demand – provides retail leakage analysis. Request report to assist with filling vacancies in Downtown and the 108 Corridor.
    - SBDC Support to identify businesses not currently SBDC Clients. This service is free. Request Digital Survey for small businesses to determine needs (i.e. Quickbook training).
    - In process of hiring a Communications Director that will help support Investors with social media content.
    - Early Warning Detection – Work with City to find struggling businesses
- **Industrial & Commercial Development** – business attraction focused on advanced manufacturing, clean energy, circular economy, and ag tech, with emphasis on the Riverbank Industrial Complex and East Riverbank areas.
    - Can host Opportunity Development Tours with interested developers to view vacant sites for potential relocation or new development. Not a high priority as the RIC has several investors that can receive direct assistance. *This item is related to Item #3 & #5 in the MOU.*
    - Coordinate Brew & Build - Opportunity Stanislaus will provide coffee and pastries, and the event will run for about an hour, bringing together local business owners, city officials, utility providers, and the OS team for a collaborative discussion. Aim to foster open dialogue, allowing businesses to share challenges, opportunities, and ways better to support economic growth in Riverbank's industrial sector. Use Slido, a live survey tool, to gather real-time input from business owners in attendance. This helps collect critical information on what businesses need most, allowing the city to gain valuable insights and prioritize key support areas. OS will work with City to develop questions. Recommend working with local coffee shops for refreshments.
- **Workforce & Education Partnerships** – connecting schools, trade groups, and employers to VOLT Institute, Rising Tides, and HR Concierge programs, along with internship and career pathway support. *This item is related to Item #6 in the MOU.*

Opportunity Stanislaus

Memorandum of Understanding Programs & Opportunities

- Talent Development Program: Leadership courses for employees (Sr. Leadership Series), can assist with recruitment, trainings (Customer Service Academy).
- VOLT on the Go – partner on a location to host. Can also be bilingual. Will check with Housing Authority for potential use of their building.
- VOLT - Credit of ½ of Annual Investment ($12,500) to provide a grant for a resident to attend. Request information from SCOE on Riverbank residents in the Adult School Program. Look to develop a scholarship program that can fund one small program and one advanced program.
- Can develop employee surveys or perform skill gap analysis.

- **Housing & Development Support** – providing market research and developer/funding connections where housing and infill overlap with workforce and employer needs.
  - S2A Modular – Modular/Tiny Home developer for affordable housing.
- **Infrastructure & Innovation Support** – economic impact analysis and data for broadband, clean energy, and water/wastewater reuse feasibility, plus sharing of grant opportunities.
  - Kosmont Companies can perform Economic Impact Analysis on new industry (i.e. 3R Recycling).
- **Communication & Reporting** – tailoring quarterly reports specifically to Riverbank and tying them directly to Strategic Plan goals. *This item is related to Item #10 in the MOU.*
  - Develop a template specific to Riverbank
  - Can hold an Economic Development 101 workshop with Council
- **Fiscal Sustainability & Accountability** – sharing best practices from other jurisdictions and offering technical input or letters of support for grant applications. *This item is related to Item #7 in the MOU.*

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	**November 25, 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 REDEVELPOMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	**November 25, 2025**
Subject:	**Approval of the City Council and Local Redevelopment Authority Board Minutes for October 28, 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 October 28, 2025.

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

choose civility

TUESDAY, OCTOBER 28, 2025 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT 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 – *Reverend Randy Richardson provided the 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 **Presentation - Strategic Plan Progress Report-** It is recommended that the City Council receive a progress report on the status of the 2025 – 2030 Strategic Plan.

City Manager Garcia gave a comprehensive PowerPoint presentation of the quarterly progress of the 2025-2030 Strategic Plan.

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 6:10P.M.

Michael Christie, Riverbank Resident, to invite residents to help and or donate this Friday to the Riverbank Christian Food Sharing. Secondly, to invite everyone to the Shop with a Cop Comedy Night November 8th at 108 Sports Lounge. It's for a great cause, and all the proceeds go to Riverbank Police Services.

Vice Mayor Fosi, at the request of City Council, has printed information on food banks within Stanislaus County that are able to help those that are experiencing or maybe experiencing food shortages. These lists are located in the back of the room. It's very colorful pamphlet for those citizens that can donate to any of these food banks, please also utilize this list. Let's do all that we can to help our fellow citizens during this time.

Michael Masuda, Riverbank Resident, I wanted to introduce myself to everybody here. I'm running for Congress in the California Fifth Congressional District to represent the community here in Riverbank and Stanislaus County and seven other counties across the Sierra Nevada and Valley.

Mayor Hernandez closed the Public Comment Period at 6:17P.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 October 14, 2025.

Item 9.3 **Authorization** for Out of State Travel Request to have Construction Inspector Attend 2026 Slurry Systems Workshop in Las Vegas, NV

Item 9.4 **Resolution 2025-107** Authorizing an Emergency Appropriation of Funds in the Amount of $52,017.13 from Sewer Fund 106 for the Track Repair on the Case STX for WWTP Pond Maintenance.

Item 9.5 **Resolution 2025-108** Approving the Renewal of a Professional Services Agreement with Visual Sound for the Enhanced Service Plan.

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

ACTION: *By motion moved and seconded (Uribe / Call 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 **Amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for Social Media and Communication Services. -** It is recommended that the City Council provide direction and/or feedback to staff regarding a proposed amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for social media and Communication Services.

City Manager Garcia gave a comprehensive staff report on the proposed amendment to the Consultant Services Agreement with Jane Media Services for social media and Communication Services.

City Council discussed item with staff.

Mayor Hernandez brought the item back to City Council

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve the language amendment to Jane Media Consultant Services Agreement*

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 **Direction on the Wastewater Treatment Plant Expansion Feasibility Study Request for Proposals-** It is recommended that the City Council provide direction to staff regarding the proposal received for the Wastewater Treatment Plant Expansion Feasibility Study to either: 1. Accept the proposal from Black Water Consulting Engineers and authorize the City Manager to negotiate an agreement with said firm, or 2. Reject the proposal from Black Water Consulting Engineers and direct staff to reissue the Request for Proposals.

City Manager Garcia gave a comprehensive staff report on Wastewater Treatment Plant Expansion Feasibility Study Request for proposals.

City Council discussed item with staff.

Jeff Black with Black Water Consulting, to answer any questions Council may have.

Mayor Hernandez brought the item back to City Council

***MOTION**:* *Vice Mayor Fosi made motion not to accept the proposal.*
Motion failed due to lack of a second.

***ACTION**:* *By motion moved and seconded (Uribe / Call 4/1) to accept the proposal from Black Water Consulting Engineers for the Wastewater Treatment Plant Feasibility Study.*

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

12. 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 12.1 Staff

City Manager Garcia:

- *Mark your calendars for Saturday, November 1st, because downtown Riverbank is coming alive with the sights, sounds, and spirits of the 6th annual Dia de los Muertos celebration. Join us as we honor loved ones, celebrate life, and embrace the beauty of Mexican culture through an unforgettable night of live music, dancing, delicious food, vibrant altars, and community traditions that light up the heart of Riverbank.*
- *The winter watering schedule goes into effect this Saturday as well. Even addresses can water on Tuesday and Saturday. Odd addresses on Wednesday and Sunday. That means you each get two days to water. Now, you can water*

before 10:00a.m. or after 4:00 p.m. There's no watering Monday, Thursdays, and Fridays or within 48 hours of measurable rainfall.

- *Edits to the third draft of the housing element are being finalized we will be posting online for a 7-day public review and comment period no later than early next week. After the review period, it will be subsequently remitted to HCD for their 60-day review.*
- *And the statewide special election is happening next Tuesday on November 4th. Registered voters should have already received their absentee ballots via mail. There's a ballot drop box available at Costless Foods and the voting center at the Riverbank Community Center opens this Saturday, November 1st and will be open Saturday, Sunday, and Monday from 8:00am to 5:00pm and on Tuesday from 7:00am to 8:00pm.*

Item 12.2 Council/Authority Member

Vice Mayor Fosi:

- *First of all, I would like to remind the residents that we do have a lot of construction. It is not easy. Trust me, I live here too. I avoid Claribel and Patterson with all my passion. And so, I'm just asking everybody to, you know, bring their patience with them. Nobody is going to get anywhere any faster if you try to speed past people or, you know, run into somebody. Well, don't run into anybody. We've got a long year ahead of us and so let's just make sure we all make it through it.*
- *I would also would like to just mention that I will be working at the polls at the Community Center. And I just want to remind residents that I will be working there as a poll taker. So please don't come up and comment to me or talk to me because I will not be able to talk to you and I don't want to be rude. So, just remember I'm there as a poll worker doing my job. I'm not there as your Vice Mayor.*
- *Historical Society will have their next meeting Monday, November 10th at 5:00pm at the museum right behind us.*
- *Women's club is meeting Tuesday, November 18th at 6:30pm at Scout Hall.*

Councilmember Uribe:

- *So just to add a little bit more context to the comment that was made earlier from Michael. So, Christian Food Sharing, they are going to be located at Scout Hall and they are doing this every Friday. They are going to be starting up at 7 in the morning all the way to 10 o'clock. So, come for 3 hours, come for 5 minutes. They are looking for volunteers. They're looking for donations. So, I'll be out there as soon as I drop off my daughter. I'm going to head straight over there 7:00 a.m. to 10:00 p.m. Scout Hall.*
- *If you haven't heard, me and the Mayor we teamed up with American Veterans First. It's going to be their event and we are going to be there supporting them. They are partnering up with Veterans in Action. Their event is going to be*

November 3rd at 11:00am the address is 3228 Santa Fe. So just literally down the street right here. American Veterans First. They are going to be providing food, social gathering. We are going to invite Veterans, local Veterans to come out have a discussion. Meet AVF, meet Veterans in Action. Have a chat with the local leaders there. Come support Veterans. There is a huge percentage of Veterans here locally and we'd love to just kind of support AVF and what they're doing. So please join us. That is in preparation for November 11th, actual Veterans Day. So please come on out.

Councilmember Pimentel:

- *On the 19th, I attended the 2nd annual Halloween Harvest, Sister City was there and it's nice to see the town coming together, you know, everyone getting involved. I want to give a shout out to Wallflower it's a mom and daughter coffee shop that was their first time there and they have really good coffee. It pushed me through the whole event. So, that was a really good event we had.*
- *Also, I have been hearing the concerns about Calfresh. I work with the elderly and they are very concerned. So, I appreciate that our City, you know, they post the actual links and information. So direct people to our city page so you will get the accurate information, not secondhand information because it's scary for the people, especially if you are elderly.*
- *I will be doing a meet and greet in November. I am going to set a time and date and I'll post that on my Facebook page.*
- *Also, Crossroads East, it's really developing and there's a lot of people shopping. I want to encourage people to keep shopping there. It's clean. It's a good environment and it's giving back to the economy.*

Councilmember Call:

- *Last Thursday, I joined Pizza Plus and Cardozo SDC class. I was able to work with the children hands-on and help them make pizzas and it was just a really fun opportunity. So, I wanted to thank Pizza Plus for their engagement and dedication to the youth in our community.*
- *Last Friday, I walked around with Valley Sierra SBDC. We went around in the downtown pocket to a variety of small businesses, dentist office, occupational medicine, salons, just passing out brochures, talking to owners, managers, letting them know of the resources. There is a survey going around. I will post it to my social media page for resources and challenges where you can input the challenges that you're facing as a small business. And one of the common ones that I heard, which I was really surprised to hear because we don't hear often, is QuickBooks training. So, that's a big key hit point for our small businesses right now, managing their money and then marketing support. So, I'll post the resources and challenges link so that you can take the survey and we can get more feedback so we know how to apply it to the opportunity Stanislaus contract that we have.*

- *The soccer season just wrapped up. I just wanted to give a huge kudos to parks and Rec and the partnership with East Valley Earthquakes. My son played on the 6U team, I believe is what it ended up being. There were 240 players this year. We had an incredible time. It was seamless. We went, we showed up to the sports complex, we played our games. It was, they ran a tight ship, water break, halftime, water break, game over, super easy. So, thank you to the coaches, Parks and Rec, and all of the other volunteers.*
- *I'd like to reinforce the shop with a cop fundraiser on November 8th at 108 Sports Lounge. We did it last year we raised over $1,200. It sends around four children shopping. I know $300 sounds really like a lot of money to take kids, but coats are expensive, toys are expensive, shoes are expensive. So, the more money we can raise for this event, 100% of it goes to Riverbank Police Services for this event. So like Michael Christi said, if you can't come to the event itself, drop by Riverbank Police Services with any sort of donation you can. I know they also take toys because the day of the shopping, they all meet at the community center they have a pizza party and then they distribute toys there. So, an unwrapped brand-new box toy also helps the cause as well.*
- *November 20th, I'm going to be doing Aemetis tours and there's going to be hosted coffee. So, RSVP with me scall@riverbank.org by the 18th and you will get to see the rich history of Riverbank and the Industrial Complex itself and as well as the Sustainable Manufacturing happening there.*
- *And then lastly, to piggyback on the construction piece, please pull over for our first responders. I know the roads are congested on Oakdale and Claus Road, but I'm seeing it very often as I'm going north and south on Oakdale because we have the Silvan and Modesto MST coming and responding here in Crossroads. People are not pulling over and is so important that we pull over for our first responders so that they can get to the emergency.*

<u>Item 12.3</u> Mayor/Chair

Mayor Hernandez:

- *We are at the peak of event season, so a lot of schools and our own city are hosting lots of events. And so, it's been fun participating in those. I'm going to like sandwich good stuff, not so fun stuff with StanCOG. There is a lot of work moving forward. If you're not familiar with the organization, it works with transportation dollars at the State and Federal level here locally, and we're moving forward back to some normalcy after some bumps in the road this year. There is an interim that we're moving forward with at this point and really working to get stuff back on track and working through some of the extenuating circumstances that have been happening. So, it feels like some balance coming back to the organization and so we're moving forward with that.*
- *Youth Council has met about five times already, and they sit up here about eight students. They have worked through defining and assigning their own officer duties, as I've mentioned and they are very self-sufficient. So, I have been*

attending the meetings but I'm really just an observer as they work through what their goal setting is and how they're going to move forward with that. Fundraising is kind of one of their big goals right now, fundraising and outreach. So you'll see them out at the Dia de los Muertos on November 1st and with some other events with the school district.

13. 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 13.1 **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 13.2 **LIABILITY CLAIMS**
(Pursuant to Government Code § 54961)
Claimant: Raul Penunuri Valenzuela/Kramer Trial Lawyers
Agency Claimed Against: City of Riverbank

There being no public comment, Mayor Hernandez motion to closed Session at 6:49 P.M.

Reconvened from Closed Session at 7:15 P.M.

14. REPORT FROM CLOSED SESSION

Item 14.1 **Report from Item 13.1**
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 14.2 **Report from Item 13.2**
LIABILITY CLAIMS
(Pursuant to Government Code § 54961)
Claimant: Raul Penunuri Valenzuela/Kramer Trial Lawyers
Agency Claimed Against: City of Riverbank

DIRECTION*: Claim was denied by a vote of 5/0.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:16 P.M.to the next regular scheduled City Council / LRA Meeting of November 25, 2025 at 6:00 P.M.

ATTEST: (Adopted 11/25/2025)	APPROVED:
Gabriela Hernandez, CMC City Clerk / LRA Recorder	Rachel Hernandez Mayor/ Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	**November 25, 2025**
Subject:	**Resolution Approving the Consultant Services Agreement with Black Water Consulting Engineers, Inc. for the Preparation of the Wastewater Treatment Plant Expansion Feasibility Study**
From:	**Marisela H. Garcia, City Manager**

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution approving the Consultant Services Agreement with Black Water Consulting Engineers, Inc. for the Wastewater Treatment Plant Feasibility Study.

SUMMARY

On August 18, 2025 staff issued a Request for Proposals from qualified firms for a Wastewater Treatment Plant Expansion Feasibility Study. Proposal responses were due October 3, 2025 and only one proposal was received. At the October 28th meeting, the City Council provided direction to staff to accept the proposal from Black Water Consulting Engineers, Inc. This item will formalize the acceptance of the proposal and the agreement.

STRATEGIC PLAN

This item is directly related to the City Council Strategic Plan Objective to “Conduct feasibility study for the Wastewater Treatment Plant and water reuse options” established to achieve the goal of “Infrastructure.”

BACKGROUND

On May 19, 2025 the City Council held a planning session to discuss the development of a Strategic Plan to prioritize the goals of the Council and to develop strategies to better align the city’s financial and human resources for achievement of the short- and long-term goals. During this planning session, City Council established a goal related to Infrastructure. One of the objectives in achieving this goal was to “conduct feasibility study for the Wastewater Treatment Plant and water reuse options.”

The City has been working on a Regional Recycled Water Project (RRWP) that would allow for expanded capacity at the treatment plant while allowing the City to generate recycled water that could be sold to local farmers who were relying on well water in an effort to decrease the impact of pumping on the subbasin and expand groundwater recharge. In December 2022, the City Council certified the Environmental Impact Report and adopted five-years rates to allow the City to apply for financing from various sources, including the State Revolving Fund Loan Program. The City is currently working with the State Water Resources Control Board to finalize the loan agreement that would provide a portion of the funding necessary for this project. The City has completed the 60% design of the RRWP which reflects a current cost estimate of approximately $136 million.

Due to the rising costs of the initial project City Council has determined, via the adoption of the Strategic Plan, that a feasibility study to explore alternatives for the expansion of the Wastewater Treatment Plant would be in the best interest of the City and its residents. Therefore, on August 18, 2025, staff issued a Requests for Proposals to qualified firms with the intent of meeting the following objectives:

- Evaluate the current performance and capacity of the existing facility.
- Forecast future wastewater treatment needs based on projected population and industrial/commercial growth.
- Identify and assess all technically feasible options for expansion.
- Evaluate environmental, regulatory, and permitting considerations.
- Analyze capital and life-cycle costs of each alternative.
- Recommend a preferred expansion approach with justification.

Proposals were due on October 3, 2025 and one proposal was received from Black Water Consulting Engineers. At the October 28, 2025 meeting, the City Council directed staff to accept the proposal from Black Water Consulting Engineers, Inc. Based on their proposed timeline, the Feasibility Study is projected to take approximately 8 months to complete

FINANCIAL IMPACT

$201,600 from the Sewer (Wastewater Enterprise) Fund 106 reserves to the Wastewater (106-424) Other Contract Services Account.

ATTACHMENTS

1. Resolution
2. Consultant Services Agreement – Black Water Consulting Engineers, Inc.

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA APPROVING THE CONSULTANT SERVICES AGREEMENT WITH BLACK WATER CONSULTING ENGINEERS, INC. FOR THE PREPARATION OF THE WASTEWATER TREATMENT PLANT EXPANSION FEASIBILITY STUDY

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

WHEREAS, the City has been working on a Regional Recycled Water Project (RRWP) that would allow for expanded capacity at the treatment plan while allowing for the generation of recycled water that could be sold to local farmers and decrease the impact of pumping on the water subbasin and expand groundwater recharge**;** and

WHEREAS, on May 19, 2025 the City Council established a Strategic Plan objective to "Conduct a feasibility study for the Wastewater Treatment Plant and water reuse options" due to the rising costs associated with the RRWP**;** and

WHEREAS, on August 18, 2025 staff issued a Request for Proposals and received one proposal in response from Black Water Consulting Engineers**;** and

WHEREAS, Black Water Consulting Engineers, Inc. is considered a responsive bidder and has years of experience in the wastewater field**;** and

WHEREAS, on October 28, 2025 the City Council directed staff to accept the proposal from Black Water Consulting Engineers, Inc. and to negotiate and finalize the agreement with said firm**.**

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

1. Approve the Consultant Services Agreement, herein attached, with Black Water Consultant Engineers, Inc. for the preparation of the Wastewater Treatment Plant Expansion Feasibility Study, and
2. Authorize the City Manager to execute the Consultant Services Agreement, and
3. Allocate $201,600 from the Sewer (Wastewater Enterprise) Fund 106 Reserves to the Wastewater (106-424) Other Contract Services Account.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of November, 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: ***Consultant Services Agreement – Black Water Consulting Engineers, Inc.***

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 25th day of November 2025, (the "Effective Date") by and between the City of Riverbank, a California municipal corporation ("City"), and Black Water Consulting Engineers, Inc., a California Corporation ("Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. City has issued a request for proposals ("RFP") for consultant services for the preparation of the Wastewater Treatment Plant Expansion Feasibility Study (the "Project").

B. Consultant has submitted a proposal to City that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** ("Services").

C. Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule attached hereto and described more fully in **Exhibit B** (the "Rates").

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from City.

2. Compensation. City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed $3,000.

4. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

6. Termination. City may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of City's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

8. Performance by Key Employee. Consultant has represented to City that Momocilo Savovic, P.E., will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

9. Property of City. The following will be considered and will remain the property of City:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services ("Documents"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

10. Duties of City. In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

11. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of Client pertaining to the work.

13. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

14. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars ($1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

15. Indemnification. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant's obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Clerk
With courtesy copies to:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Manager
And to:	White Brenner LLP 1608 T Street Sacramento, California 95811 Attention: Douglas L. White, Esq.
If to Consultant:	Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356 Attention: Stacy Mason, Finance Manger

19. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

CITY:

CITY OF RIVERBANK, a California municipal corporation

By: ______________________________
Marisela H. Garcia, City Manager

Date: ______________________________

Approved as to Form:

____
Tom Hallinan, City Attorney

CONSULTANT:

Black Water Consulting Engineers, Inc., a California Corporation

By: ______________________________

Name: Jeff Black, P.E., President

Date: ______________________________

EXHIBIT A

Services

SCOPE OF WORK

The following Scope of Work has been structured to fully address all tasks and deliverables outlined in the City of Riverbank's RFP for the Wastewater Treatment Plant Expansion Feasibility Study. Black Water has carefully aligned each task with the City's stated objectives while also identifying several enhancements and process considerations that warrant further discussion prior to finalizing the scope. These enhancements include potential headworks modifications to improve screening and flow measurement, solids handling upgrades to support long-term sustainability, and energy efficiency measures that could reduce operating costs and improve resilience. While our proposed scope covers all RFP requirements in detail, we believe a collaborative dialogue with City staff and stakeholders is important to refine the study framework, evaluate these enhancements, and ensure that the final agreed-upon scope of work provides the City with the most technically sound, cost-effective, and future-ready expansion strategy.

Task 1: Project Initiation and Data Collection

Approach:

- Conduct a kick-off meeting with City staff and stakeholders to confirm objectives, communication protocols, and project schedule.
- Review existing reports, as-built drawings, permits, SCADA data, and O&M records to establish baseline understanding.
- Perform site inspections and operator interviews to capture real-time performance insights.

Team Expertise:

- Jeff Black, P.E. will lead the kickoff discussion, ensuring alignment with Council and staff priorities.
- Momo Savovic, P.E. will manage data requests, organize findings, and maintain the central project record.

Deliverables: *Kick-off meeting summary; Data inventory report.*

Task 2: Needs Assessment

Approach:

- Analyze the performance of current facilities, including hydraulic and treatment process capacity, effluent and solids disposal capacities, in light of permitted capacities.
- Evaluate influent and effluent quality trends, including seasonal flow variability and industrial contributions.
- Develop 20-year wastewater flow and load projections using demographic, commercial, and industrial growth forecasts.
- Identify regulatory changes (e.g., CV-SALTS, nitrogen management requirements, RWQCB permit updates) that will affect treatment standards.

Team Expertise:

- Gregory Harris, P.E. will evaluate current treatment processes and pinpoint bottlenecks in aeration, solids handling, and filtration systems.
- Momo Savovic, P.E. will develop flow/load projection models and integrate them with facility performance analysis.
- Alison Furuya, P.E. will track regulatory changes and prepare a compliance summary.

Deliverables: *Needs assessment report; Flow/load projection models.*

Task 3: Alternatives Identification and Screening

Approach:

- Identify a full range of alternatives, including:
  - On-site WWTP capacity expansion and process upgrades.
  - Advanced treatment technologies for nutrient removal and Title 22 tertiary standards.
  - Effluent discharge to Stanislaus River.
  - Satellite facilities and interconnection with Modesto WWTP (full flow and side stream options).
  - Continued pursuit of Riverbank Regional Recycled Water Plant.
- Conduct high-level screening of alternatives based on feasibility, site constraints, and regulatory considerations.

Team Expertise:

- Jeff Black, P.E. will lead the alternatives brainstorming session with City staff, ensuring community and Council goals are considered.
- Gregory Harris, P.E. will evaluate technical feasibility, identifying required upgrades to headworks, aeration, clarification, filtration, and disinfection.
- Charlie Simpson will assess permitting and CEQA/NEPA pathways for each alternative.

Deliverables: *Alternatives matrix; Preliminary screening report.*

Task 4: Detailed Evaluation of Shortlisted Alternatives

Approach:

- Conduct in-depth technical, environmental, and regulatory evaluation of the most viable alternatives.
- Develop conceptual engineering layouts and treatment process flow diagrams.
- Prepare capital, O&M, and life-cycle cost estimates.
- Evaluate constructability, phasing, and operations during construction.

Team Expertise:

- Gregory Harris, P.E. will lead process design evaluations, drawing on 35 years of WWTP upgrade experience.
- Momo Savovic, P.E. will prepare comparative cost models and manage alternatives documentation.
- Jeff Black, P.E. will ensure phasing and constructability approaches maintain continuous treatment operations.

Deliverables: *Alternatives evaluation report; Conceptual site layouts; Cost estimates and comparison tables.*

Task 5: Environmental and Regulatory Assessment

Approach:

- Identify permitting requirements (local, state, federal).
- Assess environmental constraints (land use, groundwater, wetlands, air, noise).
- Engage with regulatory staff (Central Valley RWQCB, DDW) to confirm compliance pathways.

Team Expertise:

- Charlie Simpson will lead this task, leveraging her regulatory expertise to anticipate permitting hurdles.
- Jeff Black, P.E. will support agency meetings to maintain open, transparent communication with the City staff.

Deliverables: *Environmental constraints map; Regulatory pathway summary.*

Task 6: Recommendation and Implementation Plan

Approach:

- Recommend the most feasible and cost-effective expansion strategy.
- Develop a phased implementation roadmap, including:
  - Capital improvement sequencing.
  - Funding and financing options (state/federal programs, grants).
  - Risk assessment and mitigation strategies.
- Prepare the final Feasibility Study Report and Executive Summary for City Council presentation.

Team Expertise:

- Jeff Black, P.E. will present recommendations and ensure alignment with City leadership priorities.
- Momo Savovic, P.E. will compile the implementation roadmap and integrate technical/financial data.
- Gregory Harris, P.E. will confirm the recommended process meets technical needs.
- Charlie Simpson will ensure the plan is fully compliant with regulatory and CEQA requirements.

Deliverables: *Final feasibility study report; Executive summary and presentation; Implementation roadmap.*

Task 7: Project Management and Administration

Approach:

- Internal management of the project, including staff scheduling, budget, invoicing, project correspondence, document production, review of work, travel, and other general overhead items throughout the project.
- Project coordination with subconsultants.
- Progress Review Meetings

Team Expertise:

- Momo Savovic, P.E. will manage day-to-day project administration, including budget and schedule oversight and maintain direct communication with the City.
- Jeff Black, P.E. will provide executive oversight.

Deliverables: *Monthly invoicing; Meeting agendas and minutes.*

Enhancement Discussion Points

In addition to addressing all RFP tasks, Black Water recommends discussing the following potential enhancements with the City to ensure the final scope is aligned with long-term operational and regulatory goals:

- Headworks Modifications – Evaluate options for improved screening, grit removal, and flow metering upgrades to enhance reliability and reduce downstream maintenance.
- Solids Handling – Assess needs for biosolids stabilization, dewatering, and potential resource recovery strategies to improve long-term sustainability.
- Energy Efficiency – Explore energy audits, advanced aeration controls, high-efficiency blowers, and renewable energy integration to reduce operating costs and improve resilience.

PROJECT SCHEDULE

Task Activity	Duration	Months								
		1	2	3	4	5	6	7	8	9
1 | Project Initiation and Data Collection										
1.1 | Stakeholder Kickoff Meeting	1 d									
1.2 | Document and Data Review	2 w									
1.3 | Field Reviews	1 w									
2 | Needs Assessment										
2.1 | System Performance and Capacities	3 w									
2.2 | Wastewater Generation Projections	1 w									
2.3 | Regulatory Constraints	2 w									
3 | Alternatives Identification and Screening										
3.1 | Define Alternatives and Criteria Priorities	4 w									
3.2 | Feasibility Screening Matrix	2 w									
3.3 | Summary Document	2 w									
4 | Detailed Evaluation of Shortlisted Alternatives										
4.1 | In-Depth Analysis of Alternatives	3 w									
4.2 | Planning Level Estimated Costs	2 w									
4.3 | Conceptual Layouts and Process Diagrams	1 w									
4.4 | Summary Document	1 w									
5 | Environmental and Regulatory Assessment										
5.1 | Verify Requirements and Constraints	4 w									
5.2 | Prepare Constraints Exhibits	1 w									
6 | Recommendation and Implementation Plan										
6.1 | Finalize Recommendation and Supporting Data	3 w									
6.2 | Develop Phasing and Implementation Plan	2 w									
6.3 | Prepare Draft and Final Feasibility Study Reports	6 w									
7 | Project Management and Administration										
7.1 | Progress Meetings (Assume 4)	4 d									
7.2 | Work Plan and Administrative	8 m									

EXHIBIT B

Rate Schedule

COST PROPOSAL

		BLACK WATER									Subs	Totals	
	Billing Rates $/hr	302	302	275	239	193	178	118					
TASK	Task Activity	Principal	Director of Engineering	Project Manager	Associate Engineer / Asst. PM[3]	Assistant Engineer	Design/ Drafting	QAQC/ Admin.	Black Water Total Hours	Black Water Fee	BaseCamp CEQA	Subconsultants Total Fee	Total Fee[4]
1	**Project Initiation and Data Collection**												
1.1	Stakeholder Kickoff Meeting	4		4	4	4			16	$4,036	$800	$800	$4,916
1.2	Document and Data Review		2	4	2	8			16	$3,726		$0	$3,726
1.3	Field Reviews			4	8	6			18	$4,170		$0	$4,170
	Task 1 Total	*4*	*2*	*12*	*14*	*18*	*0*	*0*	*50*	*$11,932*	*$800*	*$800*	$12,812
2	**Needs Assessment**												
2.1	System Performance and Capacities	1	2		24	16			43	$9,730		$0	$9,730
2.2	Wastewater Generation Projections	1	2			24			27	$5,538		$0	$5,538
2.3	Regulatory Constraints			16	2				18	$4,878	$1,200	$1,200	$6,198
	Task 2 Total	*2*	*4*	*16*	*26*	*40*	*0*	*0*	*88*	*$20,146*	*$1,200*	*$1,200*	$21,466
3	**Alternatives Identification and Screening**												
3.1	Define Alternatives and Criteria Priorities		1	8	4	16			29	$6,546		$0	$6,546
3.2	Feasibility Screening Matrix	1	4	4	2	16			27	$6,025		$0	$6,025
3.3	Summary Document	1	3	12	4	24	8	4	56	$11,992		$0	$11,992
	Task 3 Total	*2*	*8*	*24*	*10*	*56*	*8*	*4*	*112*	*$24,563*	*$0*	*$0*	$24,563
4	**Detailed Evaluation of Shortlisted Alternatives**												
4.1	In-Depth Analysis of Alternatives	1	2	24	12	40			79	$18,094		$0	$18,094
4.2	Planning Level Estimated Costs		1	12		40			53	$11,322		$0	$11,322
4.3	Conceptual Layouts and Process Diagrams		2	8	4	24	24		62	$12,664		$0	$12,664
4.4	Summary Document	2	4	12	4	24		4	50	$11,172		$0	$11,172
	Task 4 Total	*3*	*9*	*56*	*20*	*128*	*24*	*4*	*244*	*$53,252*	*$0*	*$0*	$53,252
5	**Environmental and Regulatory Assessment**												
5.1	Verify Requirements and Constraints		1	2					3	$852	*$ 12,000*	$12,000	$14,052
5.2	Prepare Constraints Exhibits		1	1		4	12		18	$3,485	*$ 4,800*	$4,800	$8,765
	Task 5 Total	*0*	*2*	*3*	*0*	*4*	*12*	*0*	*21*	*$4,337*	*$16,800*	*$16,800*	$22,817
6	**Recommendation and Implementation Plan**												
6.1	Finalize Recommendation and Supporting Data		1	8		8			17	$4,046		$0	$4,046
6.2	Develop Phasing and Implementation Plan		2	8	4	24			38	$8,392		$0	$8,392
6.3	Prepare Draft and Final Feasibility Study Reports	4	8	40	12	60	16	12	152	$33,336		$0	$33,336
	Task 6 Total	*4*	*11*	*56*	*16*	*92*	*16*	*12*	*207*	*$45,774*	*$0*	*$0*	$45,774
7	**Project Management and Administration**												
7.1	Progress Meetings (Assume 4)	2	4	8	4	8		8	34	$7,456		$0	$7,456
7.2	Work Plan and Administrative	9	12	18				18	57	$13,416		$0	$13,416
	Task 7 Total	*11*	*16*	*26*	*4*	*8*	*0*	*26*	*91*	*$20,872*	*$0*	*$0*	$20,872
TOTALS		**26**	**52**	**193**	**90**	**346**	**60**	**46**	**813**	**$180,876**	**$18,800**	**$18,800**	**$201,556**
												TOTAL FEE	**$201,556**

Notes:
1. All scope items and associated fees are based on the best approximation we can make given the current level of information we have.
2. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this Proposal.
3. HERWIT Engineering's hours and fee are integrated into Black Water's breakdown.
4. Subconsultant work is charged at cost plus 10 percent.

2025 Rate Schedule

	Hourly Rate
ENGINEERING:	
ENGINEERING INTERN	$118.00
ENGINEER TECHNICIAN	$181.00
ASSISTANT ENGINEER	$193.00
ASSOCIATE ENGINEER/ASSISTANT PROJECT MANAGER	$239.00
PROJECT MANAGER	$275.00
DIRECTOR OF ENGINEERING	$302.00
PRINCIPAL	$302.00
TECHNICAL STAFF:	
CAD TECHNICIAN	$155.00
SENIOR CAD TECHNICIAN	$178.00
SENIOR CAD DESIGNER	$213.00
FIELD SERVICES:	
CONSTRUCTION INTERN	$118.00
CONSTRUCTION ENGINEER	$222.00
CONSTRUCTION MANAGER	$275.00
ADMINISTRATION:	
ADMINISTRATION	$118.00
EXPERT WITNESS:	$392.00

DIRECT COSTS: AT COST
SUBCONSULTANTS: COST PLUS 5 PERCENT
MILEAGE: IRS RATE

The above rate schedule is valid for the duration of the contract.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO.11.1

SECTION 11: NEW BUSINESS

Meeting Date:	**November 25, 2025**
Subject:	**A Resolution Approving the Appointment of Alex Rodriguez, as Alternate to the Planning Commission Effective January 1, 2026**
From:	**Marisela H. Garcia, City Manager**
Submitted by:	**Gabriela Hernandez, City Clerk/LRA Secretary**

RECOMMENDATION

It is recommended that the City Council consider and approve Mayor Hernandez's nomination of Alex Rodriguez to fill one (1) upcoming vacancy for the Alternate Planning Commissioner seat, for a full two-year term beginning January 1, 2026, and ending December 31, 2027.

SUMMARY

In accordance with City policy regarding Planning Commission terms and vacancies, one (1) Alternate Planning Commissioner seat is set to expire on December 31, 2025.

An "open until filled" recruitment for this position was opened on September 1, 2025. The first round of application reviews took place on October 9, 2025, during which the City received one (1) application.

On October 29, 2025, Mayor Hernandez and Director of Community Development Mann interviewed the applicant. Following the interview and pursuant to the Riverbank Municipal Code (RMC), the Mayor recommends that the City Council approve the appointment of Alex Rodriguez as the Alternate Planning Commissioner.

If approved, Mr. Rodriguez's term will begin January 1, 2026, and conclude December 31, 2027.

FINANCIAL IMPACT

Planning Commissioners receive a monthly stipend of $100. The Alternate Planning Commissioner receives $50 per month, but if called upon to serve in place of a Primary Commissioner, the compensation is $100 for that month.

These stipend amounts are set by City Council resolution and are paid for attendance at scheduled, open meetings.

STRATEGIC PLAN

The Planning Commission provides valuable guidance to the City Council and overall community on a variety of development projects. Many of those projects expand economic development opportunities and promotes sustainable land use planning, which are goals of the City's Strategic Plan.

ATTACHMENTS

1. Resolution 2025-
2. Certificate of Appointment

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE APPOINTMENT OF ALEX RODRIGUEZ AS ALTERNATE TO THE PLANNING COMMISSION EFFECTIVE JANUARY 1, 2026**

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

WHEREAS, the City of Riverbank Planning Commission was established and is regulated pursuant to Riverbank Municipal Code (RMC) Title IIII; Chapter 32; and

WHEREAS, pursuant to the RMC, the Planning Commission shall consist of five voting members who shall serve a four-year term of office, and one or two alternate member who shall serve a two-year term of office, all of whom shall be residents and registered voters of the City of Riverbank**;**

(1) The Mayor with the approval of the City Council may appoint an additional alternate member as deemed necessary.
(2) Alternate members shall be prepared to serve in the absence of a regular member when called upon.

WHEREAS, one (1) alternate seat that was held by Alternate Commissioner Ben Reuben is set to expire on December 31, 2025.

WHEREAS, pursuant to the RMC, a recruitment process was conducted beginning September 1, 2025 through October 9, 2025 to receive applications for consideration**;** and

WHEREAS, on October 29, 2025, Mayor Hernandez and Director of Community Development Josh Mann conducted an interview with one (1) applicant, and in accordance with the RMC made the following recommendation to the City Council for Approval:

1) Appoint Alex Rodriguez to an alternate seat; 2-year term expiring December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve the aforementioned appointment as stated. Said appointee shall begin their term January 1, 2026 and may temporarily serve beyond their expiration date until a new appointment has been made.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of November, 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**

Certificate of Appointment

STATE OF CALIFORNIA,
COUNTY OF STANISLAUS } ss.
CITY OF RIVERBANK

I, GABRIELA HERNANDEZ, City Clerk of the City of Riverbank, State of California, do hereby certify that at the Regular City Council meeting held in the City of Riverbank on the 25^{TH} Day of November 2025

Alex Rodriguez

was officially appointed by City Council Resolution 2025-XXX to the office of **PLANNING COMMISSIONER ALTERNATE** for a two-year term, expiring Dember 31. 2027.

In Witness Whereof, *I have hereunto set my hand and affixed the Official Seal of the City of Riverbank on this 25^{th} Day of November 2025.*

Gabriela Hernandez, CMC
City Clerk / Elections Official

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO.11.2

SECTION 11: NEW BUSINESS

Meeting Date:	**November 25, 2025**
Subject:	**Receive Direction from City Council Regarding the Next Steps for the Proposed Jacob Myers Park Trail Expansion Project.**
From:	**Marisela H. Garcia, City Manager**
Submitted by:	**Michael Patton, Parks and Recreation Director**

RECOMMENDATION

It is recommended that the City Council receive an update on the Jacob Myers Park Trail Expansion Project and provide direction to staff regarding the next steps.

SUMMARY

In 2023, the City entered into a Professional Services Agreement with J.B. Anderson Land Use Planning for the preparation of California Environmental Quality Act (CEQA) compliance documents and to assist in the environmental clearance documents pursuant to the National Environmental Policy Act (NEPA). The Professional Services Agreement with J.B. Anderson Land Use Planning includes preparation of a Biological Assessment by Moore Biological Consultants, Inc. and a Cultural Study by Peak & Associates, Inc.

The proposed Jacob Myers Park Trail Expansion Project proposes to extend the existing bicycle/pedestrian path along the Stanislaus River for the purpose of providing additional bicycle and pedestrian recreation opportunities at Jacob Myers Park. The proposed project would consist of the construction of a permanent 6-foot-wide recycled base rock multi-use trail loop located west of the existing Jacob Myers Park.

Specifically, the trail segment would be approximately 6,278 linear feet (1.18-mile trail loop) and would begin at the western end of the existing paved multi-use path, adjacent to the existing Dog Park and would traverse west through the Stanislaus River riparian area towards the western end of the Wastewater Treatment Plant, then turn south and east ending at a point just south of the Dog Park, connecting back to the multi-use path. The following Vicinity Map illustrates the approximate location of the proposed multi-use trail loop.

Vicinity Map

A considerable amount of work has been completed thus far in preparation of the necessary environmental clearance documents and coordination with the U.S. Army Corps of Engineers (ACOE, Stanislaus River Parks), the U.S. Fish and Wildlife Service (USFWS), and representatives from the San Joaquin Council of Governments (SJCOG) regarding the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and required consultation pursuant to the Endangered Species Act.

The purpose of this Staff Report is to provide an update on the Jacob Myers Park Trail Expansion Project, discuss next steps, and to receive direction from City Council.

BACKGROUND

In 2023, the City's Parks and Recreation Department identified an opportunity to expand the existing Jacob Myers Park Trail further to the west along the Stanislaus River. The concept was to provide a recreational multi-use trail with minimal improvements (e.g., recycled base rock where soil stability is needed) that could be used as a meandering path through the Stanislaus River riparian habitat.

The Project site is located on property owned by the ACOE and managed by the Stanislaus River Parks. In contrast, Jacob Myers Park property is owned and managed by the City of Riverbank. The Project site is located along the Stanislaus River, in an area classified as undisturbed riparian habitat consisting of elderberry shrubs, valley oak trees, and other vegetation commonly found along the Stanislaus River in the Central Valley.

A series of field visits were conducted in 2023 (June 29, 2023 and September 8, 2023) to; 1) map the proposed trail alignment as previously flagged by the City's Parks and Recreation Department; and 2) conduct the first series of site visits for preparation of the Biological Assessment and Cultural Study.

Representatives from Moore Biological Consultants, Inc. and Peak & Associates, Inc. were present at the field visit. Additionally, a representative from the Friends of Jacob Myers Park was present at the September 8, 2023 field visit.

During the site visits, staff noted the amount of Elderberry Shrubs on the site and the need to align the trail to avoid these shrubs to avoid costly mitigation. Specifically, the Elderberry Shrub is home to the Valley Elderberry Longhorn Beetle, a federally protected, threatened species under the Endangered Species Act. Moore Biological Consultants, Inc. conducted further site visits to identify and map the Elderberry Shrubs in the area. A total of 39 Elderberry Shrubs were identified in close proximity to the trail alignment (from 10 feet to 54 feet in distance to the proposed alignment).

Over the past two (2) years, Staff has held several meetings with ACOE, Stanislaus River Parks, USFWS, and SJCOG to determine the following:

1. Whether the Project site would be eligible for participation in the SJCOG Habitat Plan; and
2. If the Project site cannot participate in the SJCOG Habitat Plan, then defining the Survey Scope and Methodology for the required Section 7 Consultation with the USFWS as required by the Endangered Species Act.

The key purpose of the SJCOG Habitat Plan is to provide a strategy for providing for a long-term management of plant, fish, and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act, or the California Endangered Species Act.

Other key purposes include preserving open space, land owner rights, maintaining multiple-use open spaces which contribute to the quality of life of the residents of San Joaquin County, and accommodating population growth.

Because the Project site is located within San Joaquin County, Staff identified an opportunity to participate in the SJCOG Habitat Plan, which would provide coverage (e.g., Incidental Take) and buffer reductions for selected species (e.g., Valley Elderberry Longhorn Beetle and the Western Pond Turtle). However, after many discussions and meetings with representatives from SJCOG, USFWS, and ACOE, it was determined that the Project site is ineligible to participate it the SJCOG Habitat Plan due to the site being owned by a federal agency (ACOE). As such, the ACOE is required to complete a Section 7 Consultation with the USFWS as required by the Endangered Species Act. A full timeline of the project activities and meetings with ACOE, USFWS, and representatives from the SJCOG Habitat Plan is provided below.

Date	Project Activity / Meeting
June 29, 2023	Field visit at Project site to discuss alignment and walk the site (1st field visit).
September 8, 2023	Field visit at Project site to further discuss alignment and to meet with a representative from ACOE (2nd field visit).
December 11, 2023	Meeting discuss Project and next steps, including participation in the SJCGOG Habitat Plan.
January 7, 2024	Meeting with ACOE and Stanislaus River Paks to discuss Lease Agreement, SJCOG Habitat Plan, and next steps.
January 18, 2024	Field visit at Project site with contractor to discuss trail improvements (e.g. width, material, construction equipment, etc.).
January 22, 2024	Further discussion related to trail design, material, and construction equipment.
May 3, 2024	Draft Project Description for the CEQA document submitted to the City.
August 15, 2024	Coordination with representatives from SJCOG regarding participation in the Habitat Plan.
December 5, 2024	Status provided by CEQA consultant on preparation of the Project's environmental document.
January 8, 2025	Meeting with ACOE and Stanislaus River Parks to discuss participation in the SJCOG Habitat Plan. Information on the SJCOG Habitat Plan was provided to ACOE and Stanislaus River Parks following the meeting.
March 25, 2025	Initial determination by ACOE on participation in the SJCOG Habitat Plan. This information from ACOE was provided to representatives from the SJCOG Habitat Plan for review and comment.
April 17, 2025	SJCOG Habitat Plan concurrence with ACOE regarding participation in the Habitat Plan.
April 29, 2025	Meeting with representatives from the SJCOG Habitat Plan to discuss ACOE determination.

April 30, 2025	Follow-up meeting with Staff to discuss Project and next steps.
May 29, 2025	Meeting with USFWS and representatives from the SJCOG Habitat Plan to discuss participation in the Habitat Plan. Project information (e.g., Project Description) was provided to USFWS on May 30, 2025.
August 18, 2025	Meeting with USFWS and representatives from the SJCOG Habitat Plan to discuss determination and process for the Section 7 consultation.
September 10, 2025	Meeting with ACOE to discuss the Section 7 consultation and the ACOE's meeting with USFWS regarding the Project Description. The Project Description and exhibits were emailed to ACOE and USFWS again after this meeting.
September 18, 2025	Meeting with ACOE and USFWS to discuss Section 7 consultation process.
September 25, 2025	Meeting with ACOE and USFWS to discuss the determinations made by USFWS regarding the Section 7 consultation process and the parameters of the preparation of the Biological Assessment.

ANALYSIS

At this time, City staff is prepared to move forward with the next steps in preparation of the CEQA compliance document and coordination with ACOE on preparation of the NEPA compliance document. Specifically, the next steps for completing the environmental review for the Project include:

- Moore Biological Consultants, Inc. to complete the Biological Assessment pursuant to federal standards to support the ACOE NEPA review and the City's CEQA review. This will require additional field work using the agreed upon survey boundary and survey parameters discussed at the September 25, 2025 meeting. Complete the Section 7 consultation with USFWS with a "May Effect, but Not Likely to Adversely Affect" (NLAA) with property conservation/mitigation measures.
- MCR Engineering (City Engineer) to prepare Topographical Survey and Aerial Survey of the Property for support of the Biological Assessment and the Section 7 consultation. These documents will also be used in the CEQA review.
- Peak & Associates, Inc. to complete Cultural Study, including Section 6 consultation with SHPO, including tribal notifications.
- J.B. Anderson Land Use Planning to complete the Initial Study/Mitigated Negative Declaration (IS/MND) and coordinate with ACOE on NEPA review/documentation.
- The IS/MND is published for a 30-day public review period, published with the County Clerk, newspaper and the State Clearinghouse.
- Following the 30-day public review period, the IS/MND is finalized and a Mitigation Monitoring Reporting Program (MMRP) is prepared.
- City Council approves the IS/MND and a Notice a Determination is filed with the County Clerk and the State Clearinghouse.

Additional costs are anticipated to complete the steps above. Specifically, additional work is required of Moore Biological Consultants, Inc. and MCR Engineering as follows:

- Moore Biological Consultants, Inc. submitted a Change Order Request (#2) to the City in the amount of $19,200.00 to complete the Biological Assessment.

- As noted above, MCR Engineering would need to complete a Topographical Survey, Aerial Maps and coordinate with Moore Biological Consultants, Inc. on the Section 7 consultation. MCR Engineering submitted a proposal for this work for $23,000.00.

J.B. Anderson Land Use Planning is under contract to prepare the Project IS/MND with a contract amount of $39,894.00. As such, the projected total cost to complete the steps outlined above, including environmental review and survey work is $82,094.00.

It is also anticipated that, following City Council approval, the City would move to the next steps including permitting with the Central Valley Flood Protection Board (CVFPB). Construction drawings would also need to be prepared for the construction of the proposed trail which would result in additional costs.

To date, a total of $33,628.90 has been spent thus far and included work by J.B. Anderson Land Use Planning, Moore Biological Consultants, Inc., and Peak & Associates, Inc. (field work, preparation of the Project Description, IS/MND, and coordination with federal and SJCOG agencies).

CITY COUNCIL OPTIONS

City Council has the following options to consider:

1. Direct staff to not move forward with the Jacob Myers Park Trail Expansion Project at this time.

2. Direct staff to move forward with the Contract Amendment submitted by Moore Biological Consultants, Inc. and approve the Proposal by MCR Engineering and direct Staff to complete the steps described above.

3. Provide additional direction to staff.

STRATEGIC PLAN

In 2025, the City Council established the 2025 – 2030 City Council Strategic Plan. The City Council established the Infrastructure Goal with the Strategy to Modernize Recreation Facilities and Improve Americans with Disabilities Access and to Expand Non-Motorized Transportation Options.

FINANCIAL IMPACT

In the October 8th, 2024 meeting, City Council voted to approve a resolution authorizing an amendment to the American Resuce Plan Act Spending Plan. In the plan, the City Council approved $101,500 of ARPA funding to go towards the planning, design, and construction of the trail project. The city has a contract in the amount of $39,894.00 with JB Anderson to assist with the environmental clearances required for the project. That would leave $61,606.00 to go towards the remainder of the project.

With the two current proposals in the amount of $19,200 and $23,000, there would be $19,406 remaining in funds to continue with the project. The remaining funds will not be sufficient to complete the rest of the project and future funding will be required to complete. The remaining funds to finish the project will most likely come from either the general fund or grants.

ATTACHMENT

1. Moore Biological Consultants, Inc. Change Order Request 2
2. MCR Engineering Proposal

ATTACHMENT 1

MOORE BIOLOGICAL CONSULTANTS

October 17, 2025

Mr. David Niskanen
J.B. Anderson Land Use Planning
139 S. Stockton Avenue
Ripon, CA 95366

SUBJECT: "JACOB MYERS PARK TRAIL EXPANSION PROJECT", RIVERBANK, CALIFORNIA: CHANGE ORDER REQUEST 2

Dear David:

As you are aware, we conducted some baseline work for this trail project in 2023. Due to challenges with avoiding blue elderberry shrubs and the potential mitigation costs of working near shrubs, the environmental review of the project has been paused for now well over a year. After many meetings with the San Joaquin Council of Governments, U.S. Army Corps of Engineers (ACOE, Stanislaus River Parks), and the U.S. Fish and Wildlife Service (USFWS), the City finally has a clear path forward on how the inventory the blue elderberry shrubs and assess the impacts in a way that will facilitate the ACOE-USFWS consultation on federal species and not involve costly off-site mitigation.

This change order is for biology support through completion of a Biological Assessment (BA) to federal standards to support the ACOE National Environmental Policy Act (NEPA) review and the City's California Environmental Quality Act (CEQA) review processes. The BA will be very similar in format and content to a nearby project (in Waterford) approved by the same key agencies (ACOE and USFWS). In the Waterford project, the trail along the Tuolumne River also meandered in between blue elderberry shrubs.

This change order is for 3 tasks. Task 1 is to conduct an updated field survey to document current biological conditions, with a focus of mapping the driplines of blue elderberry shrubs within approximately 30 feet of the trail centerline with a submeter GPS unit. Our field data will be provided to MCR Engineers as a CAD file; MCR will then fine-tune a few sections of the trail location to more evenly fit in-between closely situated blue elderberry shrubs and prepare an exhibit of the trail and shrubs with driplines within 20 feet of the limits of disturbance.

Task 2 is to prepare a draft BA for review and comment by JBA and the City. We will then update the BA for review and comment by ACOE. The BA will then be finalized. Subsequent rounds of revisions to the BA are not envisioned and are excluded from this scope of work.

Task 3 is team coordination, meetings, and project management.

This change order request is for not-to-exceed $19,200.00, to be billed on a time and materials basis. This cost includes 46 hours at $240.00/hour for Principal Biologist, 34 hours at $160.00/hour for Biologist, 16 hours at $160.00/hour for GIS Specialist, and $160.00 in expenses. This total can be broken down as $7,040.00 for Task 1, $9,280.00 for Task 2, and $2,880.00 for Task 3 (see attached spreadsheet).

Please let us know if this change order request is acceptable and if/when we are authorized to proceed. Also, please call me at (209) 745-1159 with any questions.

Sincerely,

Diane S. Moore, M.S.

Principal Biologist

Jacob Myers Park Trail Expansion Project

Moore Biological Consultants Change Order 2

	Principal Bio. ($240/hour)	Biologist ($160/hour)	GIS Specialist ($160/hour)	TOTAL
Coordination/Meetings/Admin	12			
Updated Field Survey & Shrub Mapping	10	10	2	
Data Processing/Exhibits	4	4	6	
Prepare Internal Review Draft Biological Assessment	12	12	4	
Finalize Draft Biological Assessment for Corps Reviev	4	4	2	
Finalize Biological Assessment	4	4	2	
Total Hours	46	34	16	
	$11,040.00	$5,440.00	$2,560.00	$19,040.00
			Expenses	$160.00
				$19,200.00

MCR ENGINEERING

PROPOSAL

ATTACHMENT 2

PROJECT:	**Jacob Myers Park**	**RP-04**
City / State:	Riverbank	CA
TO:	Michael Patton 6707 3rd Street Riverbank, CA 95367	mpatton@riverbank.org (209) 863-7140
FROM:	Marshall Swift 1242 Dupont Court Manteca, CA 95336	marshall@mcreng.com (209) 239-6229

Project Description

MCR Engineering, Inc. (MCR) will provide Civil Engineering and Surveying services in support of the Jacob Myers Park – Trail Project for the City of Riverbank. The purpose of this effort is to assist the City, the project biologist (Moore Biological Consultants), and the land use planning consultant (JBA) with preparation of exhibits and supporting documentation for the Biological Assessment and consultation with the U.S. Fish and Wildlife Service (USFWS).

I. Topographic Survey

The object of this phase is to complete the existing topographic boundary and survey information on the property to develop a base drawing to be used by the project team throughout the entirety of the project.

1. Topographic Survey — **Time & Materials Estimated @: $3,000.00**

a. Research and analyze Biologist's drawings to determine GPS coordinates
b. Field locate existing monuments (if necessary) and establish project boundary (using Cal Coordinates for this project)
c. Perform limited topographic survey of existing site & set flight crosses for aerial survey

2. Aerial Survey — **Time & Materials Estimated @: $3,500.00**

a. Perform Aerial (photogrammetry) survey of existing site and surrounding area
b. Use aerial images to create topographic survey base drawing in AutoCAD
c. Create 3d surface in AutoCAD to be used for design
d. Draft topographic survey and prepare base map for use by project team

II. Civil Biological Assessment Assistance

The purpose of this task is to support Moore Biological Consultants & JBA Land Use Planning by preparing civil exhibits that accurately depict existing and proposed trail conditions for inclusion in the project's Biological Assessment. These exhibits will assist in evaluating potential environmental impacts and in facilitating consultation with the U.S. Fish and Wildlife Service (USFWS). MCR will focus on producing clear, technically accurate plan and cross-section views that illustrate trail limits, surface materials, and relevant site features within the study area.

3. Civil Biological Assessment Assistance — **Time & Materials Estimated @: $12,500.00**

a. Coordinate with the City, biologist, and planning consultant to confirm required exhibit content, scale, and formatting
b. Prepare plan view exhibits showing existing topography, proposed trail alignment, and limits of disturbance
c. Develop representative cross-section views along the trail alignment illustrating existing and proposed grades
d. Revise exhibits as needed based on review comments from the project team
e. Provide final exhibits in both PDF and CAD formats for use in the Biological Assessment and USFWS consultation

4. Additional Services (If Needed) — **Time & Materials Estimated @: $4,000.00**

a. Preparation of supplemental exhibits or figures for CEQA/NEPA documentation or agency coordination
b. Minor design refinements to the proposed trail alignment or grading limits
c. Attendance at coordination or consultation meetings (virtual or in person) with the City, USFWS, or other agencies
d. Preparation of quantities, cost estimates, or technical memos in support of future project phases
e. Expanded (or additional) topographic or boundary survey beyond the defined project area

Exclusions Include:

1. Preparation of construction-level design plans, specifications, or bid documents
2. Preparation of environmental documentation, permit applications, or agency submittals (e.g., CEQA, NEPA, or USFWS filings)
3. Structural design or geotechnical investigation services
4. Utility potholing, locating, or design coordination beyond what is required for exhibit preparation
5. Preparation of right-of-way, legal descriptions, or easement documents
6. Survey monumentation, staking, or construction layout services
7. Public outreach, presentations, or attendance at public hearings unless specifically authorized
8. Printing, reproduction, or delivery of hard-copy plan sets beyond the standard electronic PDF deliverables

Total project amount: $23,000.00

Proposal Acceptance (Items 1-4):

Mitchell Swift 10/22/2025

MCR Engineering, Inc. Date

Michael Patton Date

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date:	**November 25, 2025**
Subject:	**A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I for KSN, Inc. and Authorize a Budget Appropriation in the amount of $194,310.00 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 the Value Engineering phase of design for the Riverbank Regional Recycled Water Project – Phase I to KSN, Inc. to authorize the City Manager to execute a contract with said firm in the amount of $194,310.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

SUMMARY

In 2024 the City Council approved the 60% Design phase for the RRRWP. The City of Riverbank has successfully completed preparation of the 60% design documents, and staff is looking to continue progress with the Value Engineering phase of the design. Value Engineering is a systematic process utilized to develop alternative and lower-cost solutions. With the concern of the total project cost being approximately $136 million, it is vital for us to look at the possibility of eliminating some costs, while still being able to meet our goal of producing high quality recycled water for the purpose of resale. This process will help determine a “final” project that can be evaluated as part of the Wastewater Treatment Plant Expansion Feasibility Study.

This Value Engineering Study will identify cost savings opportunities for the project and will be performed in close coordination with Brown and Caldwell, assessing potential impacts to overall design or operation of the facility. The scope of work also includes a third-party Opinion of Probable Cost for the Riverbank RRWP.

BACKGROUND

KSN has submitted a proposal at a cost of $194,310.00 to begin value engineering. This is a crucial time, being that we have not yet entered final design, and allows us to easily make changes to the design, without excessive wasted costs altering the final design.

Preliminary reviews of the 60% design have brought forward some viable options for cost savings, which include, but not limited to:

- Equipment Pre-selection ($0.37M)
- Elimination of one Secondary Clarifier ($5M)
- Earthwork/Site Civil ($4M)
- Hypochlorite Feed System ($0.7M)
- Single Headworks Screen ($0.3M)
- Site Piping Modifications ($0.9M)
- Emergency Storage Alterations ($0.9M)
- Reduction of Recycled Water Storage ($2M)

Total: $14.17M

This is only a quick high-level look, and additional savings are likely to be found.

FINANCIAL IMPACT

Cost of this element of the project is $194,310.00, to be appropriated from the City's Sewer Fund 106. These funds have been collected via the five-year sewer rates implemented by Council in 2022.

ATTACHMENT

1) Resolution 2025-
2) KSN Value Engineering 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 VALUE ENGINEERING FOR THE REGIONAL RECYCLED WATER PROJECT – PHASE I TO KSN, INC. AND AUTHORIZE A BUDGET APPROPRIATION OF $194,310.00 FROM SEWER FUND 106

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

WHEREAS, now that the 60% design of the Riverbank Regional Recycled Water Project ("RRWP") is complete, staff is looking to continue progress with the Value Engineering phase of the design; and

WHEREAS, Value Engineering is a systematic process utilized to develop alternative and lower-cost solutions; and

WHEREAS, with the concern of the total project cost being approximately $136 million it is vital for us to look at the possibility of eliminating some costs, while still being able to meet our goal of producing high quality recycled water for the purpose of resale; and

WHEREAS, also included is a third-party Opinion of Probable Cost for the Riverbank RRWP; and

WHEREAS, cost of this element of the project is $194,310.00, to be appropriated from the City's Sewer 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 Value Engineering for the Regional Recycled Water Project – Phase I contract to KSN, Inc. and authorizes the City Manager to execute this agreement and appropriates $194,310.00 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 25th day of November, 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 Value Engineering Scope of Services

ATTACHMENT 2

KJELDSEN SINNOCK NEUDECK inc. CIVIL ENGINEERS & LAND SURVEYORS

Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

2249-0055
99-200

November 4, 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 – Value Engineering and Third-Party Opinion of Probable Construction Cost Proposal**

Dear Cody,

Attached is the proposed scope and fee for KSN's Value Engineering (VE) and Third-Party Opinion of Probable Construction Cost (OPCC) services for the Riverbank Regional Recycled Water Project (RRWP). This scope includes a VE Study for cost saving measures to be implemented during the 90% design phase, as well as development of an independent third-party OPCC. Tasks and elements of our 60% Program Management are still continuing and have remaining budget, therefore the enclosed scope items and proposed additional budget is to supplement what has already been authorized by the City and to include tasks and effort specifically for the VE Study and third-party OPCC.

These services will be provided to the City to assist with identifying cost saving measures for the Riverbank RRWP. We are proposing the enclosed scope of services for a total estimated fee of $194,310.00. 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)
1.0	**Value Engineering**	**$84,440**
1.01	VE Kickoff Workshop	$7,120
1.02	Development of VE Recommendations	$37,490
1.03	VE Workshop	$7,120
1.04	Project Recommendations Report	$17,710
1.05	City Council Presentation	$8,540
1.06	Project Management (Bi-weekly Meeting attendance and Invoicing)	$6,460
2.0	**OPCC Development**	**$109,870**
2.01	Opinion of Probable Construction Cost - 60% Designs	$109,870
PROJECT TOTALS		**$194,310**

Please feel free to call me at (916) 403-5900 or e-mail me at ncolwell@ksninc.com if you have any questions. We look forward to continuing to work with the City and the design team on advancing this program for the City.

Sincerely,
KJELDSEN, SINNOCK & NEUDECK, INC.

Neal T. Colwell P.E., Vice President

w/enclosures

Scope of Services

City of Riverbank

Regional Recycled Water Program

Value Engineering and Third-Party Opinion of Probable Construction Cost Support

November 4, 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. In an effort to reduce overall project cost, the City plans to conduct a Value Engineering (VE) Study on the 60% designs.

Scope of Services

As part of the Program Management services that 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 a VE Study and third-part Opinion of Probable Construction Cost (OPCC) for the Riverbank RRWP. 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 – VALUE ENGINEERING STUDY

To provide the most cost-effective project and maintain the overall project costs within available funding limits, a VE Study is proposed. This VE Study will identify cost savings opportunities for the project and will be performed in close coordination with Brown and Caldwell, assessing potential impacts to overall design or operation of the facility. KSN will coordinate and oversee the VE Study including summarizing recommendations. As a subconsultant to KSN, Ewing Construction Services (ECS) will provide VE services as an independent third-party reviewer of the 60% plans and specifications. 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, ECS, and Design Consultant can work together to collaboratively identify additional cost savings opportunities. This meeting is assumed to be a 4-hour in person at the Riverbank WWTP and include the Design Consultant, KSN, ECS, and the City.
- Development of a list of recommendations for VE opportunities, and if authorized, associated cost savings based on the OPCC prepared under Task 2. This list will be provided to the Design Consultant for evaluation of impacts on 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, ECS, and City.
- Preparation of a Project Recommendations Report resulting from the VE effort.
- Presentation of recommendations to the City Council.

- In addition, project management items associated with the project will include bi-weekly meeting attendance with the Design Consultant, the City and ECS to track progress of the project and monthly invoicing.

Task Deliverables:

1. **VE Kickoff Workshop Agenda and Notes**
2. **Compiled list of recommendations for VE opportunities**
3. **VE Workshop Agenda and Notes summarizing decisions for VE recommendations to be carried forward**
4. **VE Recommendations Report**
5. **Presentation to City Council**
6. **Monthly Invoices**

TASK 2 – THIRD PART OPINION OF PROBABLE CONSTRUCTION COST (OPTIONAL)

Under this task as a subconsultant to KSN, ECS will provide third party development of an OPCC based on the 60% design plans prepared by the Design Consultant. The 60% OPCC developed will include materials unit costs, labor costs, and equipment costs, and will be used as the basis for evaluating potential cost savings associated with the VE study. Budget for this task is contingent on authorization of Task 1.

Task Deliverables:

1. **60% OPCC.**

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. 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.
3. Third-party preparation of OPCC is excluded if Task 2 is not authorized.

City of Riverbank
Regional Recycled Water Program
Value Engineering and Cost Estimate Support
TASK HOURS BREAKDOWN & FEE ESTIMATE

TASKS AND DESCRIPTIONS		KJELDSEN, 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	$158			110%	0.67	110%		
1.0	**Value Engineering**	**65**	**104**						**24**	**6**	**192**	**$ 53,582**	**$ -**	**$ 198**	**$ 30,668**	**$ 30,866**	**$ 84,440**
1.01	VE Kickoff Workshop	8	12								20	$5,216		$99	$1,804	$1,903	$7,120
1.02	Development of VE Recommendations	16	24								40	$10,432			$27,060	$27,060	$37,490
1.03	VE Workshop	8	12								20	$5,216		$99	$1,804	$1,903	$7,120
1.04	Project Recommendations Report	16	40						24		80	$17,712					$17,710
1.05	City Council Presentation	16	16								32	$8,544					$8,540
1.06	Project Management (Bi-weekly Meeting attendance and Invoicing)	9	12							6		$6,462					$6,460
2.0	**OPCC Development**										**12**	**$ 3,080**	**$ -**	**$ -**	**$ 106,788**	**$ 106,788**	**$ 109,870**
2.01	Opinion of Probable Construction Cost - 60% Designs	4	8								12	$3,080			$106,788	$106,788	$109,870
	PROJECT TOTALS	**65**	**104**						**24**	**6**	**204**	**$ 56,662**	**$ -**	**$ 198**	**$ 137,456**	**$ 137,654**	**$ 194,310**

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.

KJELDSEN, 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	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses (Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	Cost Plus 10%

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:	**November 25, 2025**
Subject:	**A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I for Brown and Caldwell, and Authorize a Budget Appropriation in the amount of $138,475.00 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 the Value Engineering phase of 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 $138,475.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

SUMMARY

In 2024 the City Council approved the 60% Design phase for the RRRWP. Now that the 60% is complete, staff is looking to continue progress with the Value Engineering phase of the design. Value Engineering is a systematic process utilized to develop alternative and lower-cost solutions. With the concern of the total project cost being approximately $136 million, it is vital for us to look at the possibility of eliminating some costs, while still being able to meet our goal of producing high quality recycled water for the purpose of resale. This process will help determine a “final” project that can be evaluated as part of the Wastewater Treatment Plant Expansion Feasibility Study.

BACKGROUND

Brown and Caldwell have submitted a proposal at a cost of $138,475.00 to begin value engineering. This is a crucial time, being that we have not yet entered final design, and allows us to easily make changes to the design, without excessive wasted costs altering the final design.

Preliminary reviews of the 60% design have brought forward some viable options for cost savings, which include, but not limited to:

- Equipment Pre-selection ($0.37M)
- Elimination of one Secondary Clarifier ($5M)
- Earthwork/Site Civil ($4M)
- Hypochlorite Feed System ($0.7M)
- Single Headworks Screen ($0.3M)
- Site Piping Modifications (($0.9M)
- Emergency Storage Alterations ($0.9M)
- Reduction of Recycled Water Storage ($2M)

Total: $14.17M

This is only a quick high-level look, and additional savings are likely to be found.

FINANCIAL IMPACT

Cost of this element of the project is $138,475.00, to be appropriated from the City's Sewer 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 Value Engineering 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 VALUE ENGINEERING FOR THE REGIONAL RECYCLED WATER PROJECT – PHASE I TO BROWN AND CALDWELL AND AUTHORIZE A BUDGET APPROPRIATION OF $138,475.00 FROM SEWER FUND 106

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

WHEREAS, now that the 60% is complete staff is looking to continue progress with the Value Engineering phase of the design; and

WHEREAS, Value Engineering is a systematic process utilized to develop alternative and lower-cost solutions; and

WHEREAS, with the concern of the total project cost being approximately $136 million it is vital for us to look at the possibility of eliminating some costs, while still being able to meet our goal of producing high quality recycled water for the purpose of resale; and

WHEREAS, Brown and Caldwell has submitted a proposal at a cost of $138,475.00 to begin value engineering; and

WHEREAS, these funds have been collected via the five-year sewer rates implemented by Council in 2022; and

WHEREAS, cost of this element of the project is $138,475.00 to be appropriated from the City's Sewer Fund 106, and

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 Value Engineering for the Regional Recycled Water Project – Phase I contract to Brown and Caldwell, authorizes the City Manager to execute this agreement, and appropriates $138,475.00 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 25th day of November, 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 Value Engineering Scope of Services

ATTACHMENT 2

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916-444-0123

October 31, 2025

Brown AND Caldwell

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 will focus on participating in a Value Engineering exercise reviewing the 60% design submittal to identify potential cost reductions prior to progressing to 90% design.

The scope of 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

The following sections describe the scope of work, estimated budget, and the schedule to conduct each phase.

Phase 9 – 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 conduct 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)

Phase 9 – Deliverables:

- 3 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 6 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 VE Support will be 3 months.
- Notice to proceed expected on December 1, 2025.

Phase 10 – Support Value Engineering Study

Prior to progressing the 60% design to 90% design, BC will provide support to a VE study intended to identify possible construction cost savings for the project. The VE process will be led by a third-party VE team, which is anticipated to include Dave Ewing (subcontractor to KSN) and KSN staff. Initial design modifications 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 VE kickoff workshop that will be conducted with the third-party VE team and Riverbank to review the initially identified VE items, discuss outstanding review comments and identify other cost saving opportunities in a brainstorming session. The workshop outcome will be a list of VE recommendations.

VE Review and Workshop Preparation

Prior to the VE kickoff workshop, the BC team will hold an internal VE brainstorming session with design leads to review the overall project design and key assumptions to develop possible additional VE concepts (besides those listed above) to be discussed at the workshop. After the VE kickoff workshop, it is anticipated that third party VE team will have reviewed the 60% opinion of probable construction cost (OPCC), drawings, and specifications, and will provide direction to BC on concepts to further investigate. 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.

Respond to 60% Submittal Review Comments

As part of the VE support task, BC will also respond to the 60% review comments provided by Riverbank and KSN and identify potential changes to the design. BC will prepare a tracking sheet with the comments and responses.

Phase 10 – Deliverables:

- Comment and Response Log for 60% review comments
- 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.

Time of Completion

Work associated with Amendment 3 is expected to commence by December 1, 2025. The VE Support phase is scheduled with an end date within 3 months of issuance of notice to proceed with an anticipated end-date of March 2, 2026. Attachment A - Design Development Schedule contains a project schedule.

Fee Estimate

The detailed fee estimate for the forgoing services is included in Attachment B, Budget Proposal. Because of the nature of the VE support services is unknown at this time, VE support will be provided up to the limit of the budget available. This Amendment No. 3 will add $138,475 to the contract, with an amended not-to-exceed contract value of $3,672,993.60.

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 Aren Hansen at 925.210.2522 or Mike Harrison at 916.826.3230.

Very truly yours,

Brown and Caldwell

Aren Hansen, P.E.
Project Manager

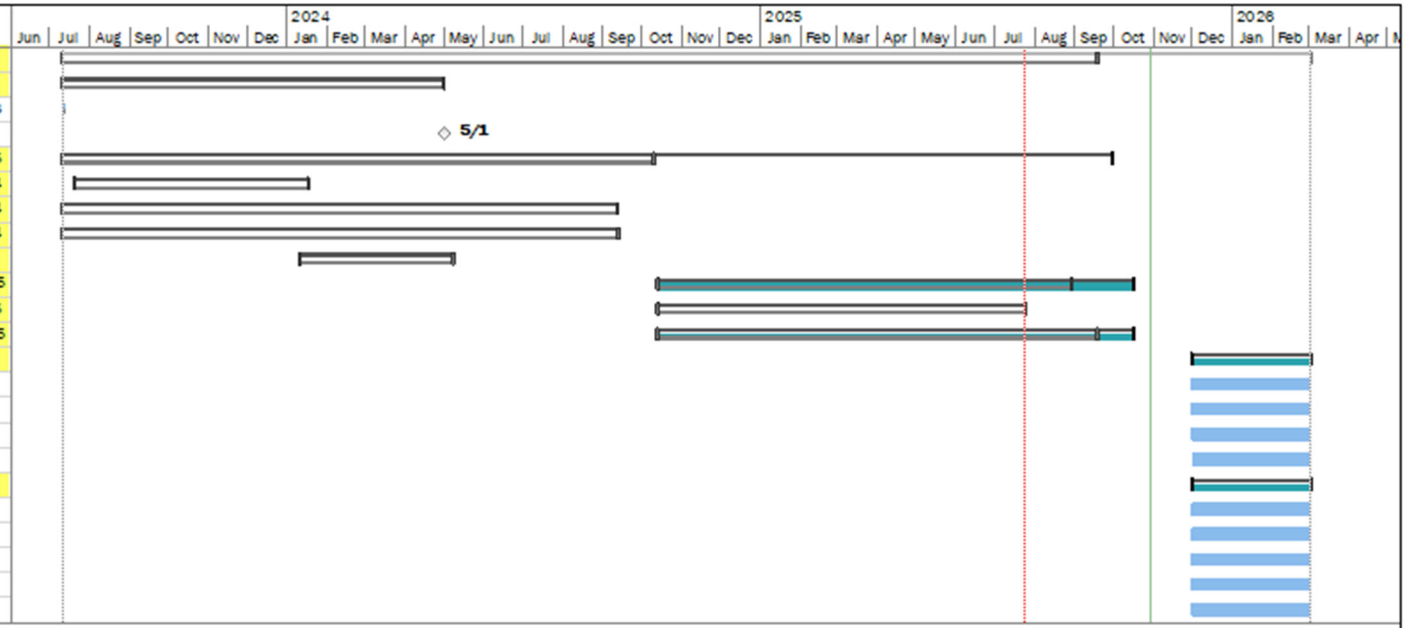
Lori Jones, P.E.
Vice President

Attachments:

1. Attachment A: Design Development Schedule
2. Attachment B: Budget Proposal

Attachment A: Project Schedule

ID	Phase No	Task No	Task Name	Start	Finish
0			0 Regional Recycled Water Program	7/12/23	3/2/26
1	****		Default Phase	7/12/23	5/1/24
2			NTP	7/12/23	7/12/23
3		****	Default Task	7/12/23	5/1/24
4	001		Project Management	7/12/23	9/30/25
10	002		Site Investigations	7/21/23	1/17/24
24	003		Technical Evaluations	7/12/23	9/12/24
41	004		Basis of Design Report	7/12/23	9/13/24
58	005		Coord.CEQA-NEPA-Prmit.-GrntFndng	1/11/24	5/8/24
61	006		60% Project Management	10/14/24	10/16/25
72	007		Equipment Pre-Selection	10/14/24	7/25/25
77	008		60% Design	10/14/24	10/16/25
83	009		90% Project Management	12/1/25	3/2/26
84		****	Default	12/1/25	3/2/26
85		001	Invoicing	12/1/25	3/2/26
86		002	Team Coordination	12/1/25	3/2/26
87		003	QC	12/1/25	3/2/26
88	010		Support Value Engineering Study	12/1/25	3/2/26
89		****	Default	12/1/25	3/2/26
90		001	Kickoff Meeting	12/1/25	3/2/26
91		002	VE Preparation and Review	12/1/25	3/2/26
92		003	VE Workshop	12/1/25	3/2/26
93		004	Respond to 60% Submittal Review Comment	12/1/25	3/2/26



Project: 0 Regional Recycled W
Date: 10/30/25

Task	Inactive Task	Manual Summary Rollup	External Milestone	Baseline Milestone
Split	Inactive Milestone	Manual Summary	Deadline	Baseline Summary
Milestone	Inactive Summary	Start-only	Critical	Progress
Summary	Manual Task	Finish-only	Critical Split	Manual Progress
Project Summary	Duration-only	External Tasks	Baseline	

Attachment B: Budget Proposal

0 Regional Recycled Water Program

Phase	Phase Description	Aren Hansen	Esther Okamura	Fabien A. Nitrosso	Dan Gagne	Mike Harrison	Steven Ortiz-Donato	Sundara Rajan Puthuveedu Palani	Lauren Riley	Mark Miller	Jay Hesby	Mirica Krajewski	Ho-Shing Chau	Nicole Bongiovanni-Lewis	Lori Jones	Kimberly Nguyen	Linda Sawyer	Nitesh Poladia	David Shroyer	Total Labor Hours	Total Labor Effort	Other Travel Expenses	APC	Total Expense Cost	Total Expense Effort	Total Effort
		$349.18	$135.59	$305.00	$275.87	$348.84	$136.90	$330.58	$159.96	$248.78	$364.81	$178.84	$231.01	$104.41	$366.33	$191.58	$314.84	$269.45	$250.85							
009	**90% Project Management**	27.00	16.00	-	-	12.00	-	-	-	-	8.00	-	-	2.25	1.00	-	-	-	-	66	21,514	-	530	-	778	22,044
****	Default	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
001	Invoicing	9.00	16.00	-	-	8.00	-	-	-	-	-		-	2.25	1.00	-	-	-	-	36	9,574	-	290	-	538	9,864
002	Team Coordination	16.00	-	-	-	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-	20	7,865	-	160	-	160	8,025
003	QC	2.00	-	-	-	-	-	-	-	-	8.00	-	-	-	-	-	-	-	-	10	4,074	-	80	-	80	4,154
010	**Support 90% Value Engineering Study**	44.00	-	28.00	14.00	40.00	8.00	12.00	8.00	34.00	16.00	44.00	30.00	-	-	32.00	2.00	64.00	4.00	380	112,621	700	3,040	700	3,810	116,431
****	Default	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
001	Kickoff Meeting	8.00	-	-	-	8.00	-	-	-	-	-	12.00	12.00	-	-	8.00	-	-	-	48	13,239	-	384	-	384	13,623
002	VE Preparation Study and Review	24.00	-	20.00	10.00	20.00	8.00	8.00	8.00	30.00	16.00	24.00	10.00	-	-	16.00	2.00	60.00	4.00	260	77,004	200	2,080	200	2,300	79,304
003	VE Workshop	8.00	-	-	-	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	16	6,143	500	128	500	678	6,821
004	Respond to 60% Submittal Review Comments	4.00		8.00	4.00	4.00		4.00		4.00		8.00	8.00			8.00		4.00		56	16,236		448		448	16,684
	GRAND TOTAL	**71.00**	**16.00**	**28.00**	**14.00**	**52.00**	**8.00**	**12.00**	**8.00**	**34.00**	**24.00**	**44.00**	**30.00**	**2.25**	**1.00**	**32.00**	**2.00**	**64.00**	**4.00**	**446**	**134,135**	**700**	**3,570**	**700**	**4,588**	**138,475**

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.