

**DESIGN-BUILD AGREEMENT  
FOR  
FEEDSTOCK RECEPTION IMPROVEMENTS**

This Agreement for Construction (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation (“City”), and ANAERGIA TECHNOLOGIES, LLC, a Delaware limited liability company, located at 705 Palomar Airport Rd, Ste 200, Carlsbad, CA, 92011, State Contractor’s License No. 1038691 (“Design-Build Entity”). Hereinafter, the City and the Design-Build Entity may be referred to collectively as the “Parties.”

**ARTICLE 1 – SCOPE OF WORK AND DESIGN SERVICES**

**1.1 Scope of Work.** Design-Build Entity shall furnish all engineering design, labor, equipment and materials for, and perform the work of feedstock reception improvements located at 5950 Acorn Street, Riverside, CA, 92504, which is covered in Design-Build Entity’s Scope of Work (the “Work” or “Scope of Work”), attached hereto as Exhibits “B-1” and “B-2” and incorporated herein by this reference.

**1.2 Contract Documents.** Design-Build Entity shall perform the Work in accordance with the provisions and requirements of the following Contract Documents:

(1) This Agreement, as signed by the Parties, including Exhibit “A” – Workers’ Compensation Certification, and all documents, maps, texts and items referred to in the foregoing documents;

(2) Change Orders and other modifications issued after execution of this Agreement;

(3) Permits from the City’s Building, Fire, Planning, Public Works and Public Utilities Departments and similar governmental approvals for the Work required by applicable law;

(4) The 2021 Edition of the Standard Specifications for Public Works Construction (“Standard Specifications”) written by Public Works Standards, Inc.; and

(5) The Schedule of Values, attached hereto as Exhibit C, Project Schedule, attached hereto as Exhibit D, and Substantial Completion, attached hereto as Exhibit E.

The specific terms and conditions of this Agreement, including the Scope of Work, shall control and have precedence over any contradictory or inconsistent terms or conditions included in any of the Contract Documents and shall be controlling in questions of interpretation.

The Contract Documents are incorporated herein and are intended to be correlative and constitute Design-Build Entity’s performance obligations.

1.3. **Project Design.** City does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Agreement, Design-Build Entity acknowledges that City has no such intent. It is the intent of the Parties that Design-Build Entity is fully responsible for furnishing the design of the Project, although the appropriately licensed Design Consultant will perform the design services required by the Contract Documents. Nothing in this article shall create a contractual relationship between such persons and the City.

1.4. **Standard of Care.** All design Services to be performed by Design-Build Entity, its design consultant, subcontractors, and their employees identified by the Design-Build Entity or other persons approved by the City shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Build Entity. All design services performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily possessed by architects and engineers in good standing in the community regularly engaged in the design and construction of an improvement such as this Project and must apply that knowledge with the diligence ordinarily exercised by reputable architects and engineers under similar circumstances ("Standard of Care").

1.5. **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence shall be the same as that set forth in Section 3-7.2 of the 2021 Edition of the Standard Specifications for Public Works Construction.

1.6. **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Design-Build Entity and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

## **ARTICLE 2 – CONTRACT PRICE AND PAYMENT**

2.1. **Contract Price.** City shall pay Design-Build Entity the Contract Price of **Nine Million Eight Hundred Twenty-Five Thousand (\$9,825,000)** which includes all California sales or use tax and County and City taxes, in consideration for the Design-Build Entity's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

In accordance with Section 22300 of the California Public Contract Code, Design-Build Entity may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Design-Build Entity. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest

bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and City.

2.2 **Changes to the Contract Price.** Design-Build Entity shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

2.3 **Payment Procedures.** Without extending the prompt payment requirements applicable to this project as set forth in California Public Contract Code sections 7107 and 20104.50, within sixty (60) calendar days after City accepts final completion of the work and issues the Notice of Completion, City shall pay Design-Build Entity the amounts City deducted and retained from Design-Build Entity's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Design-Build Entity concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the value of disputed amounts for incomplete or non-conforming work.

### **ARTICLE 3 – TIME FOR PERFORMANCE**

3.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Design-Build Entity until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

3.2 **Contract Time.** Design-Build Entity shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within twenty-four (24) calendar months after the date specified to Design-Build Entity in the Notice to Proceed issued by City.

### **ARTICLE 4 – LIQUIDATED DAMAGES**

#### **4.1 Amounts of Liquidated Damages.**

4.1.1 **Delay in Substantial Completion of the Work.** Failure of Design-Build Entity to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work and which delay is caused by Design Build Entity, Design-Build Entity shall pay to City, or have withheld from monies due the Design-Build Entity, the sum of *Two Hundred Fifty Dollars (\$250.00)*, with a total maximum of 5% of the Contract Price. Execution of this Agreement shall constitute agreement by City and Design-Build Entity that said sum is the minimum value of the costs and actual damage caused by the failure of Design-Build Entity to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Design-Build Entity if such delay occurs.

## **ARTICLE 5 – CLAIMS AND DISPUTES**

5.1 **Notice of Claims.** Design-Build Entity acknowledges and agrees that its failure to submit any claim arising under this Contract, shall constitute a waiver of Design-Build Entity's right to additional compensation and/or extension of time.

5.2 **Government Code Claims Procedures.** Design-Build Entity further acknowledges that Design-Build Entity must comply with the claims procedures set forth in Government Code sections 900 *et seq.* prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim shall bar Design-Build Entity from bringing and maintaining a valid lawsuit against the City.

## **ARTICLE 6 – LOCAL BUSINESS LICENSE, TAXES AND FEES**

6.1 **Business Tax Certificate and Governmental Approvals.** As a condition of the Agreement, Design-Build Entity and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

6.2 **Offsets.** Design-Build Entity acknowledges and agrees that with respect to any debt which is rightfully owed, or which becomes owed, by Design-Build Entity to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Design-Build Entity under the Agreement. Notice of such withholding and offset shall promptly be given to Design-Build Entity by City in writing. Without waiving any prompt payment requirements under applicable law, in the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

## **ARTICLE 7 – BONDS**

7.1 **Performance and Payment Bonds.** Prior to City's execution of this Agreement, Design-Build Entity shall furnish to the City two (2) duly executed surety bonds using the forms included herein, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Design-Build Entity shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Design-Build Entity, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

## **ARTICLE 8 – WORKERS' COMPENSATION INSURANCE**



8.1 **Workers' Compensation Insurance Certificate.** By executing this Agreement, Design-Build Entity certifies that Design-Build Entity is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Design-Build Entity shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City's execution of this agreement, Design-Build Entity shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Design-Build Entity is self-insured for such coverage; or 2) a certified statement that Design-Build Entity has no employees, and acknowledging that if Design-Build Entity does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

8.3 **Carrier Rating.** Design-Build Entity's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

8.4 **Subcontractor Worker's Compensation Insurance.** Design-Build Entity shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

## **ARTICLE 9 – DESIGN-BUILD ENTITY'S LIABILITY INSURANCE**

9.1 **Minimum Scope.** Prior to City's execution of this Agreement and Design-Build Entity's commencement of Work, Design-Build Entity shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Design-Build Entity, such commercial general, automobile liability, professional liability, builders risk and/or installation floater insurance as shall protect Design-Build Entity, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Design-Build Entity, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

9.3 **Minimum Limits.** Design-Build Entity shall maintain minimum limits of insurance as follows:

9.3.1 **Commercial General Liability:** Design-Build Entity's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including,

but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

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

9.3.3. Installation Floater Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, an Installation Floater for coverage of Contractor's labor, materials and equipment to be used for completion of the work performed under this Agreement. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's labor, equipment, materials, or fixtures to be installed, in transit, or stored off-site or on-site during the performance of this Agreement. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor,

#### 9.3.5 Professional Liability.

9.3.5.1 The Design-Build Entity's professional liability policy must 1) Include professional malpractice, errors and omissions; and 2) Provide coverage for claims arising from acts, errors or omissions from professional services performed by or on behalf of Design-Build Entity, its Design Consultants, Subcontractors, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable, including liability assumed under and arising from the Agreement. The Design-Build Entity is responsible for collecting professional liability insurance from any of its subcontractor, individual, or consultant which Design-Build Entity hired for the project.

The Design-Build Entity's professional liability policy must provide limits of liability in an amount not less than: one million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) in the aggregate. Design-Build Entity shall be responsible for the full amount of all deductibles/self-insured retention per claim for coverage under the Professional Liability Insurance policy. These minimum amounts of coverage shall not constitute any limitation or cap on Design-Build Entity's indemnification obligation.

The Design-Build Entity shall require that each Design Consultant maintain professional liability coverage. Each Design-Consultant's professional liability policy must provide coverage for claims arising from the negligent acts, errors or omissions from professional design services performed by Design Consultant, including liability assumed under and arising from the Agreement.

Each Design-Consultant's professional liability policy must provide limits of liability in an amount not less than: one million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) in the aggregate. Design Consultant shall be responsible for the full amount of all deductibles/self-insured retention per claim for coverage under the Professional Liability Insurance policy.

**9.4 Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Design-Build Entity's insurance broker and set forth on its Certificate of Insurance provided to City). Design-Build Entity agrees that upon receipt of any notice of cancellation or alteration of the policies, Design-Build Entity shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Design-Build Entity shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

**9.5 All Coverages.** The insurance policy or policies shall also comply with the following provisions:

- a. General Liability: Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **five (5) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Design-Build Entity will be considered primary and not contributory to any other insurance available to the City of Riverside. Design-Build Entity shall provide Form No. CG 20010413 or the equivalent to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."

**9.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles.** Prior to execution of the Agreement, and thereafter upon City's request, Design-Build Entity shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement

is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.

**9.7 Design-Build Entity's Failure to Provide Required Insurance.** Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Design-Build Entity shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Design-Build Entity by way of set-off or recoupment from sums due Design-Build Entity; (b) immediately terminate or suspend Design-Build Entity's performance of the Contract; (c) pay Design-Build Entity's premiums for renewal of Design-Build Entity coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Design-Build Entity, by way of set-off or recoupment from any sums due Design-Build Entity. Upon demand, Design-Build Entity shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Design-Build Entity.

**9.8 Verification of Coverage.** City shall have the right to obtain, upon request, the Design-Build Entity's insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Design-Build Entity Documents.

**9.9 Reassessment of Insurance Requirements.** At any time during the duration of this Contract, the City may require that Design-Build Entity obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors, provided that such change will be subject to change order procedures: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Design-Build Entity's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Design-Build Entity's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

**9.10 Design-Build Entity's Insurance for Other Losses.** The Design-Build Entity and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Design-Build Entity's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Design-Build Entity, or the Design-Build Entity's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

**9.11 No Limitation.** Design-Build Entity's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Design-Build Entity's or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**9.12 Subcontractors' Insurance.** The Design-Build Entity's shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all



insurance required by Articles 9 and 10 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Design-Build Entity, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Design-Build Entity's shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Design-Build Entity's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Design-Build Entity for each Subcontractor. The Design-Build Entity acknowledges that regardless of insurance obtained by its Subcontractors, the Design-Build Entity will be responsible to the City for any and all acts of its Subcontractors.

## **ARTICLE 10 - INDEMNITY/LIMITATION OF LIABILITY**

### **10.1 Indemnity.**

- (a) Design-Build Entity shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers, from any and all actual or alleged third party claims, demands, causes of action, liability, loss, or damage for personal injury or tangible property damage ("Claims") arising from the acts of the Design-Build Entity, its personnel, employees, agents or subcontractors in connection with the performance of this Agreement. This indemnification will not apply in the event a Claim is caused by the sole negligence or willful misconduct of City or its employees or agents.
- (b) City shall indemnify, defend and hold harmless Design-Build Entity and its directors, officers, employees and agents for, from and against any Claims to the extent of any sole negligence or willful misconduct of City in performance of this Agreement. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of Design-Build Entity or its employees or agents.

**10.2 Limitation of Liability.** Neither Party shall be liable to the other for lost revenues or consequential, special, or punitive damages. Aside from the obligations set forth in this Agreement for payment of the contract price, and except for claims of personal injury or property damage covered by insurance or involving Design-Build Entity's gross negligence, the total aggregate liability of each Party to the other shall be limited to one million dollars (\$1,000,000.00).

**10.3 Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Design-Build Entity shall ensure, by written subcontract agreement, that each of Design-Build Entity's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way

related to each such Subcontractors' Work on the Project in the same manner in which Design-Build Entity is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Design-Build Entity fails to obtain such defense and indemnity obligations from others as required herein, Design-Build Entity agrees to be fully responsible to the Indemnitees according to the terms of this Article.

**10.4 No Limitation or Waiver of Rights.** Design-Build Entity's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Design-Build Entity's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Design-Build Entity with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Design-Build Entity, any Subcontractor, any supplier of the Design-Build Entity or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Design-Build Entity or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**10.5 Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Design-Build Entity, the City may, in its sole discretion, reserve, retain or apply any monies due Design-Build Entity for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Design-Build Entity provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

**10.6 Survival of Indemnity Obligations.** Design-Build Entity's obligations under this Article are binding on Design-Build Entity's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Design-Build Entity's performance of the Work.

**10.7 Independent Contractor.** Design-Build Entity shall at all times during its performance of the Work retain its status as an independent contractor. Design-Build Entity's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Design-Build Entity or its employees and agents.

## **ARTICLE 11 – PREVAILING WAGES**

### **11.1 Public Work Project.**

This Project is a public work as defined in California Labor Code Section 1720. Design-Build Entity and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Design-Build Entity and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Design-Build Entity and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

**11.2 California Labor Code.** Design-Build Entity is aware of and stipulates that Design-Build Entity will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

## **ARTICLE 12 – MISCELLANEOUS**

**12.1 Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

**12.2 Notice.** Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City  
City of Riverside  
Attn: Gilbert Hernandez, Director  
3900 Main Street  
Riverside, CA 92522

Design-Build Entity  
Anaergia Technologies, LLC  
Attn: Legal Department  
[legal@anaergia.com](mailto:legal@anaergia.com)  
705 Palomar Airport Rd, Ste 200  
Carlsbad, CA 92011

### **12.3 City's Right to Access and Audit Design-Build Entity's Project Documents.**

12.3.1 If the Design-Build Entity submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Design-Build Entity's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Design-Build Entity's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Design-Build Entity further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Design-Build Entity's normal business hours at the office of the Design-Build Entity. The Design-Build Entity shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

12.3.2 The City and/or its authorized auditors or representatives, shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Design-Build Entity's records for a period of at least three (3) years after termination of the Design-Build Entity and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Design-Build Entity's performance of this Contract. Upon written notice by the City, Design-Build Entity shall promptly make all such records available to Owner and/or its authorized auditors or representatives and cooperate with the Owner and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

12.4 **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Riverside County, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.5 **No Estoppel or Waiver by City.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be



specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Design-Build Entity or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

12.6 **Signature Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Design-Build Entity each represent and warrant that they have the legal power, right and actual authority to bind Design-Build Entity to the terms and conditions hereof and thereof.

12.7 **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.


[signatures on the following page]

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

CITY OF RIVERSIDE, a California and municipal corporation

Anaergia Technologies, LLC,  
a Delaware limited liability company

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

By:  \_\_\_\_\_  
Yaniv Scherson, COO  
[Printed Name and Title]

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

8/8/24

Certified as to Availability of Funds:

By:  \_\_\_\_\_  
for Chief Financial Officer

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Deputy City Attorney

Rev: 11/08/18

**Exhibit "A"**

**WORKERS' COMPENSATION CERTIFICATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: \_\_\_\_\_

**[\*\*Insert Name of DESIGN BUILD ENTITY\*\*],**

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

## Exhibit "B-1"

### SCOPE OF WORK

Design-Build Entity will provide design-build services for the below scope of work to perform the work of food waste receiving, polishing and storage for return to service (by others).

#### **Permitting**

- SCAQMD Air Permit Application - Preparation & Fees - New Permit Units
- SQAQMD Air Permit Modification - Preparation & Fees - Existing Permit Units

#### **Design & Engineering**

- Design & Engineering services for the scope below

#### **Demolition**

- FOG RECEIVING & PROCESSING STATION (Drawing# 303-M-000, 303-M-003)
  - FOG Downloading station (Drawing # 303-I-001)
    - Demolish BV-803-1, BV-803-2, BV-803-3, BV-803-4, BV-801-1A and BV-801-1B
    - Demolish piping 3"-HRW-STL-303L041 and 3"-HRW-STL-303L040
    - Demolish piping 4"-FOG-SS150-303L001 and 4"-FOG-SS150-303L003
    - Demolish piping 1 1/2"-FOG-STL-303L001, 1 1/2"-FOG-STL-303L003
  - FOG Downloading & Screening Train (Drawing # 303-I-002, 303-I-003)
    - Demolish GIL-804-1 and GIL-804-2
    - Demolish SFG-805-1 and SFG-805-2
    - Demolish CRR-806, CRR-807 and CRR-808
    - Demolish Rock trap no. 1 and 2
    - Demolish piping 1 1/2"-HRW-CU-303L007, 1 1/2"-HRW-STL-303L45, 1 1/2"-HRW-CU-303L008, 1 1/2"-HRW-STL-303L047, 1 1/2"-HRW-STL-303L006
    - Demolish piping 4"-FOG-SS316-303L001, 4"-FOG-SS316-303L009, 4"-GR-SS150-303L012, 4"-FOG-SS316-303L003, 4"-FOG-SS316-303L016, 12"-FOG-SS150-303L018, 12"-FOG-SS316-303L011
    - Demolish all valving in these drawings
  - FOG Transfer pumps (Drawing # 303-I-006)
    - Demolish piping 8"-FOG-DIGL-303L033)

#### **Mechanical/Equipment**



- Supply and install Qty (2) camlock male connectors at the receiving area for tanker truck hook up and discharge.
- Supply and install Qty (1) new Air compressor and associated valves and air piping
- Supply and install pneumatic actuated automatic valves as shown on P&ID Drawing No. 0187 A005 02 – Sheets 1,2,3,4,5
- Supply and install all the associated equipment, instruments, and piping inside the OPS package, as shown on P&ID Drawing No. 0187 A005 02 – Sheets 1,2,3,4,5 & attached OPS GA drawing
- Supply and install all the associated valves, instruments and piping for the hot recycled water (HRW) as shown on P&ID Drawing No. 0187 A005 02 – Sheet 6
- Supply and install the access/maintenance platform assembly for OPS package [Qty (1) platform for both the OPS systems]
- Supply and install electric actuated automatic valves AV-12101 and AV-12201
- Supply and install pipe cleanouts every 100-200 ft
- Relocate the existing rock/screenings bins for use as OPS rejects bins
- Supply and install new valves & lines as shown on P&ID Drawing No. 0187 A005 02 – Sheet 7
- Supply and install manual valves MV-40101 and MV-40201
- Supply and install screw conveyor SCR-34101
- Supply and install manual valves MV-40102 and MV-40202

#### **Structural**

- Supply of Materials & Construction of the foundation for the OPS & associated equipment including earthwork

#### **Electrical/Instrumentation**

- Demolish FOG receiving and processing station Control panel CPL-810-1, CPL-810-2 (Drawing # 303-E-004)
- Supply and install Qty (2) Local Control Panels for the OPS Units
- Supply and install electrical conduits/cable trays & cabling (as required) from the Co-Gen building MCC to the OPS control panels
- Supply and install control signal conduits/cable trays & cabling (as required) from the OPS control panel to the existing plant RIO Panel (RIO-FOG panel) (Drawing # 303-E-004)
- Design & Supply new PLC Code and SCADA screens for integration into the existing plant PLC and SCADA; Integration of the PLC code and SCADA screens is by Anaergia
- Refer to the attached Riverside Preliminary Control Architecture and Electrical diagram (Drawing # 0187 I-303-01)

#### **Clarifications & Exclusions**

- Approved Submittals are Considered to Meet the Needs of the Project Specifics Based on the Engineer of Records Review, Comments and Approval

- Requests for Modifications to the Equipment or Professional Services After Submittal Approval Will Require a Change Order Before Any Modifications Occur Regardless of Schedule Constraints
- Pricing Excludes overtime, weekend, holiday work. Based on standard 8-hour workday.
- Design-Build Entity has not completed a comprehensive review of existing site conditions or completed all necessary testing. In the event that conditions differ from stated assumptions, an equitable adjustment will be made via change order procedures.
- The Scope of Work is based on the following clarifications and exclusions:
  - Equipment & Services (Excluded)
    - Fiber Optic Termination and Testing
  - Typical Equipment & Services Exclusions (Unless Specifically Defined on the Above Scope)
    - Security Equipment (Cameras, DVRs, Card Readers, Etc.)
    - Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
    - 3<sup>rd</sup> Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training
    - Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the Anaergia System Integration Division's Control
    - Video Taping of Professional Services (3<sup>rd</sup> Party Video Taping is Acceptable)
    - Noise Mitigation Equipment and/or Noise Barriers
    - Ventilation Equipment and Team Watch Resources for Work Required in Confined Spaces
    - Removal, Replacement and/or Relocation of Existing Utilities
    - Equipment & Services Not Specifically Defined in the Above Scope of Work
    - New rejects bins are excluded

### **General**

- Pricing Validity & Schedule are based on receiving the NTP by September 30, 2024 with a concurrent release to commence the manufacture (NTPM) of long lead equipment (OPS's).
- Pricing excludes required 3<sup>rd</sup> party testing or verification (Concrete / Compaction / Welding).

### **Underground/Earthwork**

- Proposal includes an Existing Utility Investigation of 5 days of Ground Radar Penetration, and Potholing - for existing utilities shown on as-builts drawings provided.

- Anaergia has assumed that all trenching can be excavated using bucket excavation equipment. Blasting or excavation by percussive methods (e.g. an excavator with a hydraulic/pneumatic hammer) is excluded.
- Basis of costing assumed all trench excavation subgrade (Bottom of Trench) to be 5ft below existing asphalt.
- Proposal includes SE 30 Fill Sand for bedding the zones around all new underground pipes.
- Anaergia has assumed no relocation of existing utilities
- Anaergia has assumed that all excavated native soil will be re-used for backfill, with concurrence from a geotechnical engineer (City to provide geotechnical engineer).
- Proposal includes the replacement of any asphalt excavated as part of the construction work in accordance with City standard drawing no. 453. The basis of costing assumed is four (4) inches of asphalt, and placement of eight (8) inches of Class 2 Base beneath the new asphalt.
- Excluded from Anaergia's costs are any rock excavation, handling of contaminated or hazardous soils, groundwater dewatering, soil import, environmental soil testing, shoring or removal of shoring, cost of water and/or water meter charges, removal or export of hazardous or contaminated waste.

#### **Concrete**

- Equipment pads and FOG truck downloading pad extension as required for the Food Waste Reception and OPS packages PID (Drawing Nos. 0187 A005 02 – Sheet 1,2,3,4,5). Refer to the attached Structural as built drawings (303-S-001,002,003,004,005,006,007)
- We have assumed 200 lb/cy for reinforcing steel at a cost of \$2.00/lb installed

#### **Equipment**

Installation of the following equipment:

Refer:

- PID (Drawing # 0187 A005 02)
- Equipment list (0187 A019 01)

#### **Electrical**

- Underground duct bank is included, assuming that conduits can be run in the same trench along with the yard piping
- Proposal is based on galvanized steel conduit support and retention systems and PVC-coated RGS conduit systems
- Proposal assumes Co-gen building walls are suitable for mechanical wedge anchors and that conduit can be run across co-gen building to equipment connection points.
- Proposal assumes FOG building walls are suitable for mechanical wedge anchors and that conduit can be run across co-gen building to equipment connection points
- OPS Control Panel per vendor standards

## Exhibit "B-2"

### PRELIMINARY DESIGN BASIS

- P&ID – 0187 A005 02
- Proposed Site Plan
- Tie Point List
- Existing Documents marked with tie points:
  - FOG Receiving and Processing Existing Mechanical Drawings – Drawing # 303-A
  - FOG Receiving and Processing Existing P&ID – Drawing # 303-I
  - Sludge Blending Tanks Existing P&IDS – Drawing # 305-I
- Tie Point Onsite Photos
  - OPS Drains to Below Grade Tank (TP-3)
  - Hot Recycled Water (TP-4)
  - FOG Transfer Pumps to OPS (TP-5&6)
- FOG Receiving and Processing Existing Drawings - Drawing # 303-M (marked for demolition) & Drawing # 303-S
- Preliminary Control Architecture & Electrical Diagram
- OPS General Arrangement Drawing



CLIENT: CITY OF RIVERSIDE

PROJECT: RIVERSIDE FEEDSTOCK  
RECEPTION

PLACE: 5950 ACORN STREET  
RIVERSIDE, CA 92504



 **Anaergia**  
Fueling a Sustainable World™



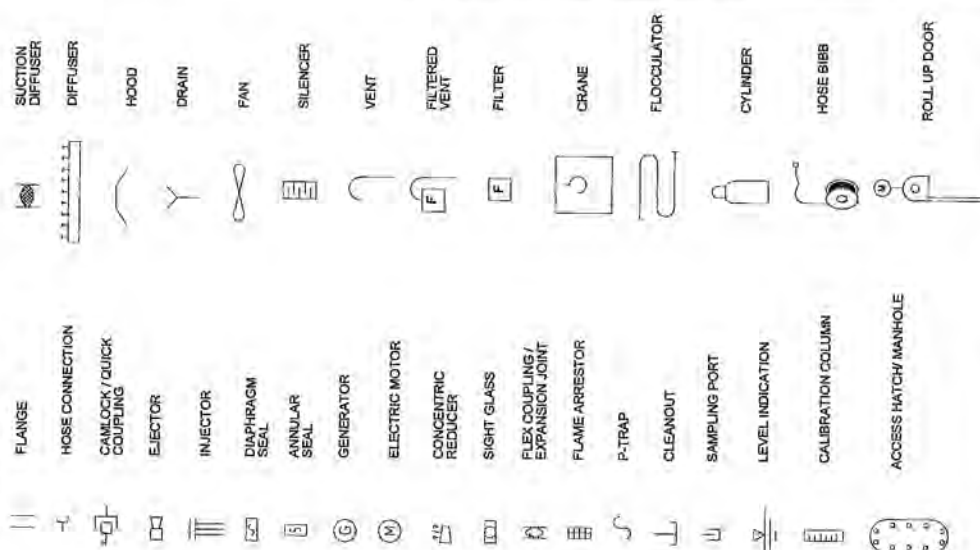




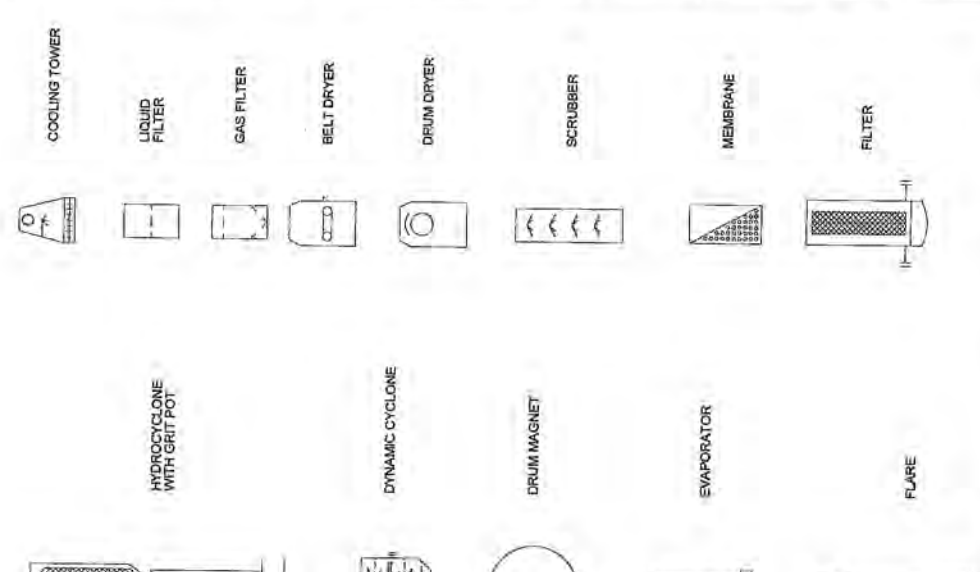




MISCELLANEOUS SYMBOLS



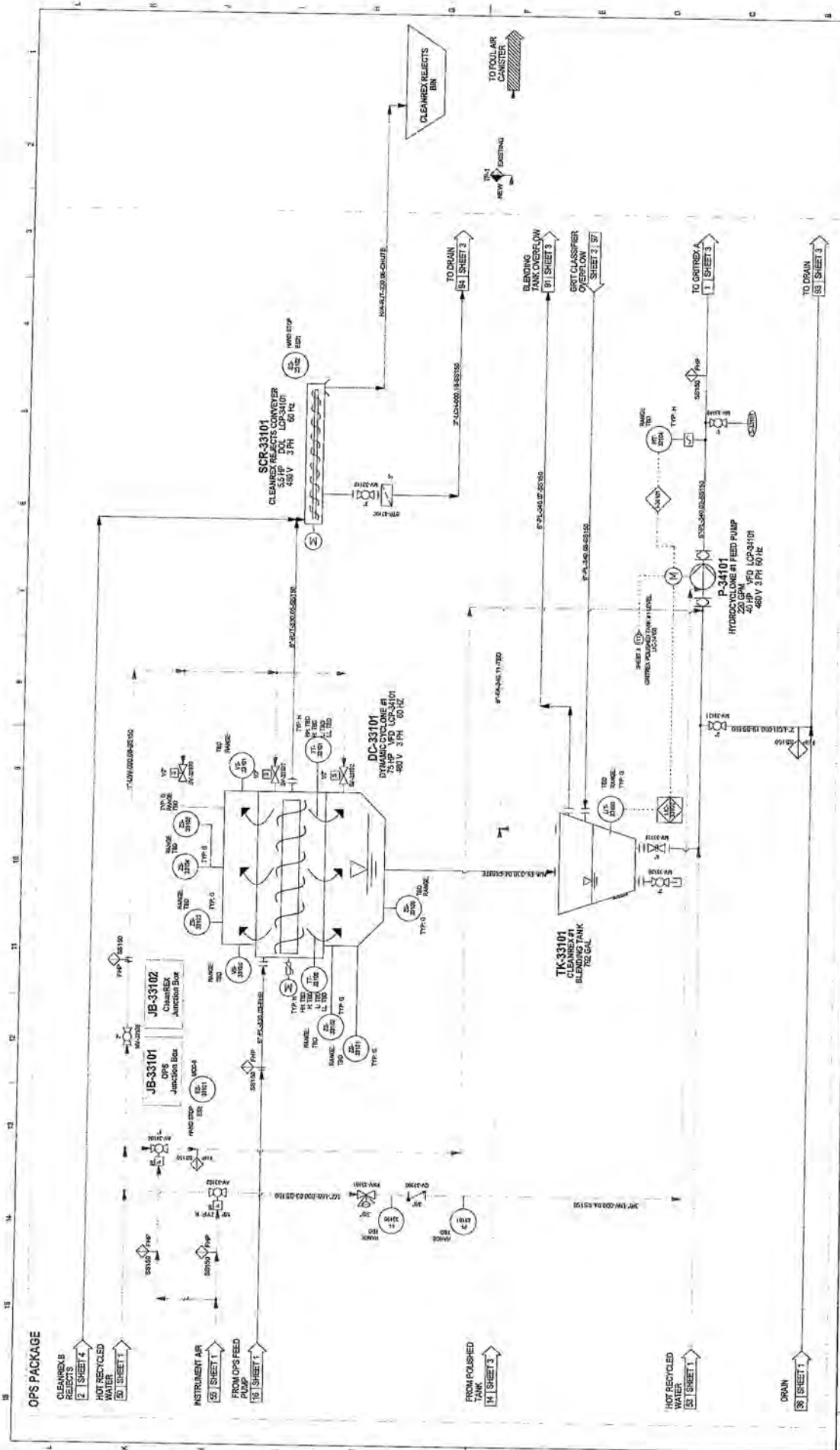
MAJOR EQUIPMENT SYMBOLS



REV. NO.	DESCRIPTION	BY	DATE	ATTENTION:
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<p>THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES. THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES. THE USER OF THIS DRAWING IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES.</p>				
<p>DESIGNED BY: SF                  APPROVED BY: _____                  PROJECT MANAGER: _____                  TITLE: _____                  FULL NAME: _____</p>				
<p>CITY OF RIVERSIDE                  RIVERSIDE FEEDSTOCK RECEPTION                  6550 ACORN STREET RIVERSIDE, CA 92504</p>				
<p>LEGEND - SYMBOLS</p>				
01	L4	01		



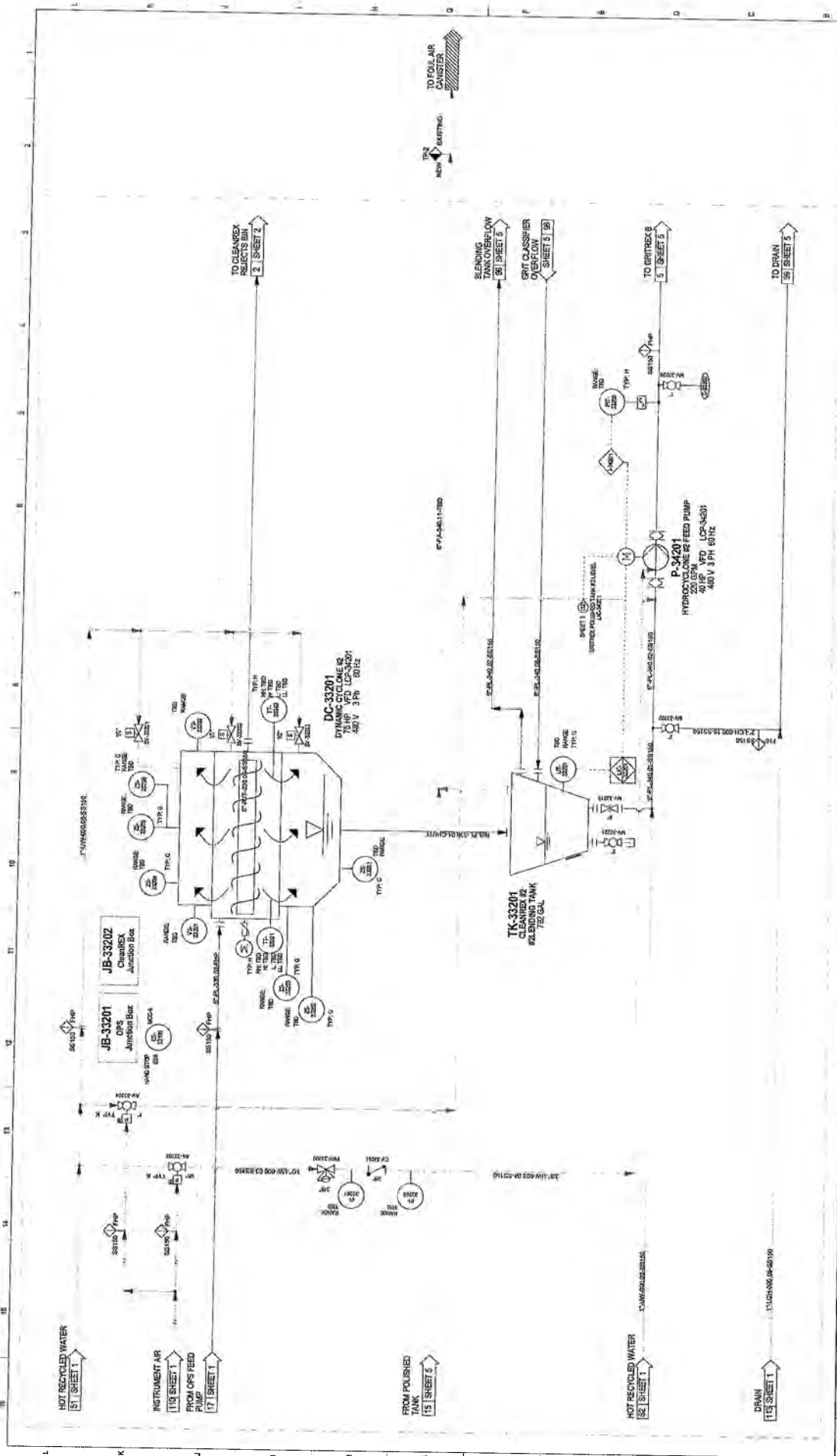




REQ #24	DESCRIPTION	BY	DATE	ATTENTION:	DATE	REV	SHEET	OF	REV
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<p>IF THIS HAS BEEN REVISED BY THE DESIGNER, THE DATE OF THE REVISION SHOULD BE NOTED IN THIS COLUMN. SCALE ACCORDINGLY.</p>					<p>ATTENTION: 6-USE</p>				
<p>PROPERTY OF ANERGIA, INC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF ANERGIA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF ANERGIA, INC. THIS DRAWING IS NOT TO BE CALLED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ANERGIA, INC.</p>					<p>PROPERTY OF ANERGIA, INC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF ANERGIA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF ANERGIA, INC. THIS DRAWING IS NOT TO BE CALLED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ANERGIA, INC.</p>				
<p>DRIVING NUMBER: 0187 A005 02</p>					<p>CITY OF RIVERSIDE RIVERSIDE FEEDSTOCK RECEPTION 6550 ACORN STREET RIVERSIDE, CA 92504</p>				
<p>FILE NAME: 0187 A005 02</p>					<p>CLEANREX #1</p>				







REV/NO	DESCRIPTION	BY	DATE	ATTENTION
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DRAWING NUMBER <b>0187 A005 02</b>	
CITY OF RIVERSIDE RIVERSIDE FEEDSTOCK RECEPTION 5950 ACORN STREET RIVERSIDE, CA 92504	
DRAWING TITLE <b>CLEANREX #2</b>	
DRWING: SP	FILE NAME: 0187 A005 02
APPROVED:	POOL MANAGER:
STATUS:	FILE NAME: 0187 A005 02

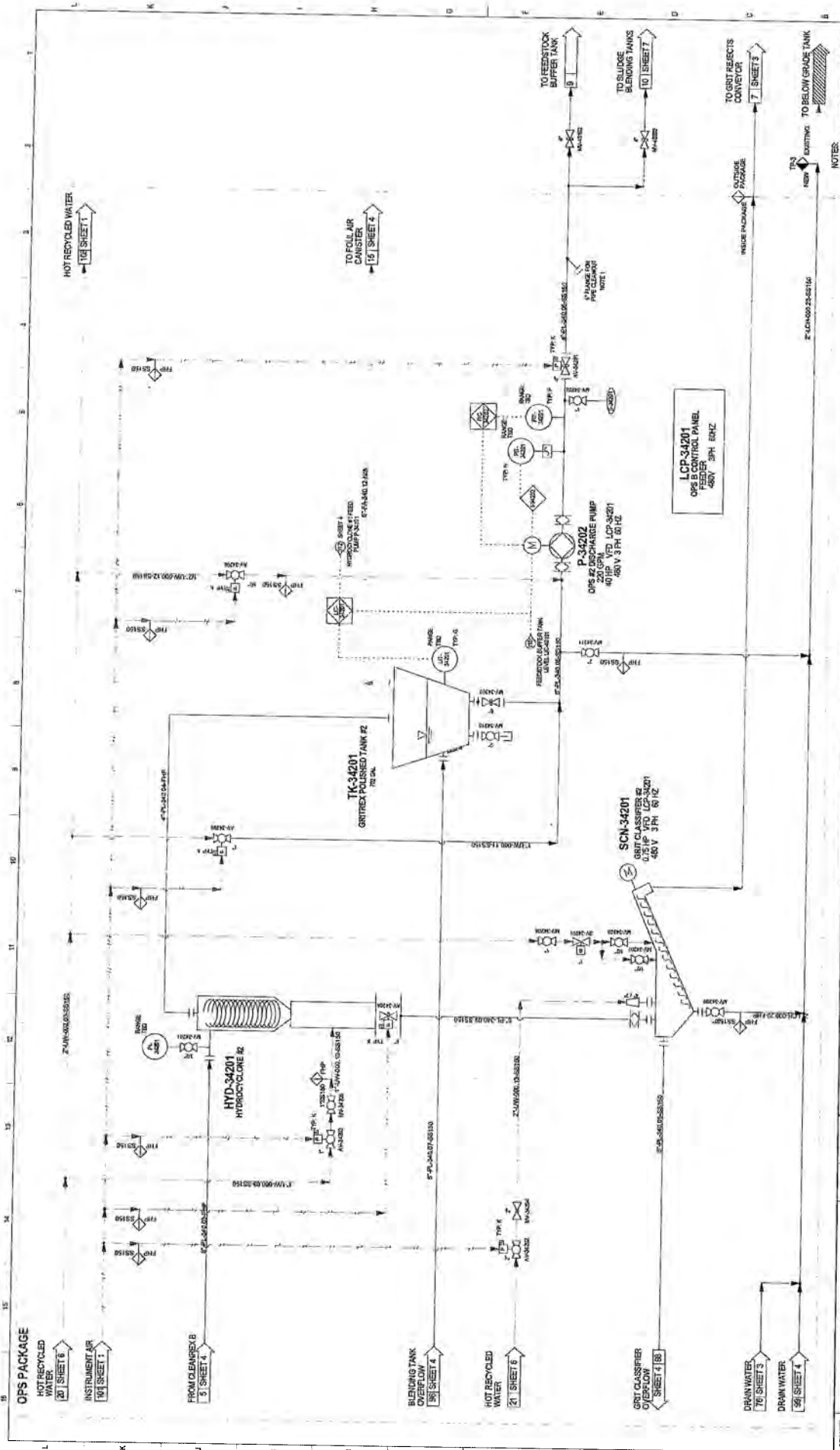
01	REV
4	OF 7
01	SHEET



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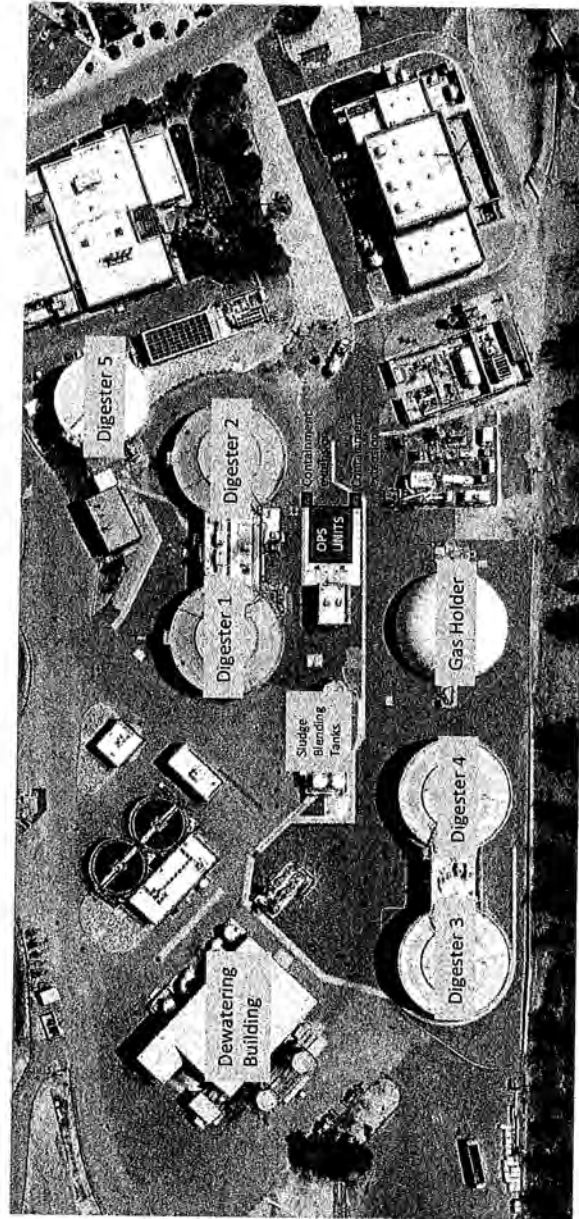


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<p><b>Anaergia</b> Fueling &amp; Sustainable Water</p>					
<p>THIS DRAWING IS THE PROPERTY OF ANAERGIA, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ANAERGIA, INC. IS STRICTLY PROHIBITED. ANAERGIA, INC. ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE GROUND. THIS DRAWING IS NOT TO SCALE - VERIFY DIMENSIONS.</p>					
<p><b>CITY OF RIVERSIDE</b> <b>RIVERSIDE FEEDSTOCK RECEPTION</b> 5950 ACORN STREET RIVERSIDE, CA 92504</p>			<p>PROJECT # 0187 A005 02 DRAWING NUMBER GRITREX #2</p>		
<p>DRAMA: SP CHECKED: APPROVED: FIELD MANAGER: STATUS: FILE NAME: 0187 A005 02</p>			<p>SCALE: 5 OF 7 SHEET: 01</p>		





# Proposed Site Plan



■ PROPOSED PROJECT SCOPE

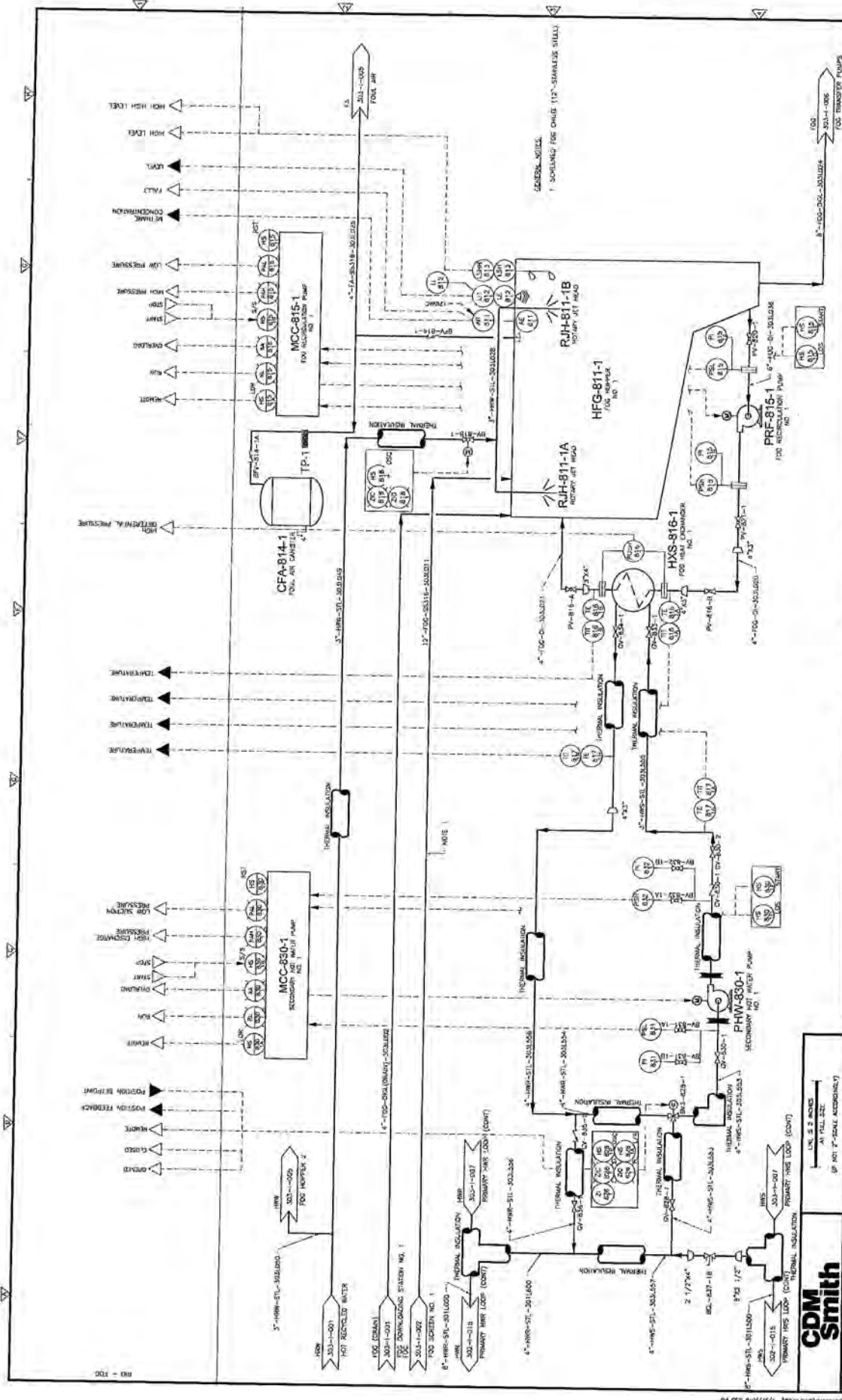
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TP-1	2	OPS #1 Foul Air to Canister		303-I-004	No
TP-2	4	OPS #2 Foul Air to Canister		303-I-005	No
TP-3	5	OPS Drains to Below Grade Tank			Yes
TP-4	5	Hot Recycled Water	303-A-001	303-I-001	Yes
TP-5	7	Below Grade Tank to OPS #1		303-I-006	Yes
TP-6	7	Below Grade Tank to OPS #2		303-I-006	Yes
TP-7A/B	7	OPS to Sludge Blending Tanks		305-I-001	No











T-46  
 PROJECT NO. 2012-2187  
 FULL NAME  
 DRAWING NO. 303-L004  
 SHEET NO.

**PROCESS & INSTRUMENTATION DIAGRAM**  
**FOG RECEIVING AND PROCESSING STATION**  
**HEATING & RECIRCULATION LOOP**

Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion



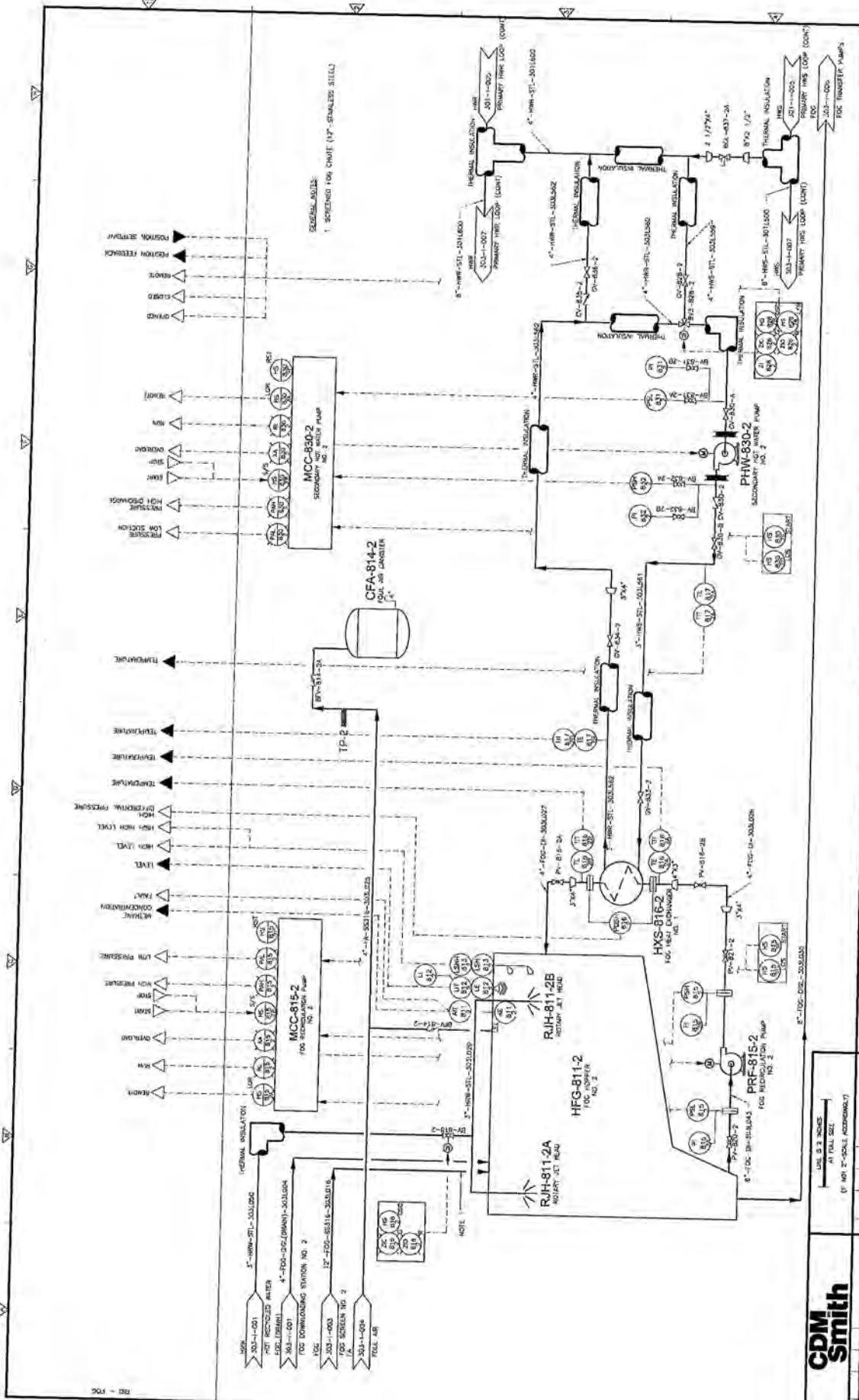
CDM Smith is a subsidiary of  
 Jacobs Engineering Group, Inc.  
 10000 North Tustin Avenue, Suite 200  
 Orange, California 92668  
 (714) 952-2000  
 www.cdm.com



DRAWN BY: A. SUTTON  
 CHECKED BY: R. SUTHERS  
 PROJECT NO.: 2012-2187  
 SHEET NO.: 303-L004  
 DATE: SEPTEMBER 2012

NO.	DATE	BY	CHKD	DESC	REMARKS

USE 8.5 ARCHES  
 (IF NOT 8.5 ARCH ARCHITECTS)



NO. 303-1-001	NO. 303-1-002	NO. 303-1-003	NO. 303-1-004	NO. 303-1-005
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Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion  
 RECORD DOCUMENT  
 PROJECT NO. 2012-21518  
 DRAWING NO. 303-1-005  
 SHEET NO. T-46  
 DATE 1/17/18

PROCESS & INSTRUMENTATION DIAGRAM  
 FOG RECEIVING AND PROCESSING STATION  
 RENDERED FOG HOPPER 2  
 HEATING & RECIRCULATION LOOP



NO.	DATE	BY	CHKD	REVISION

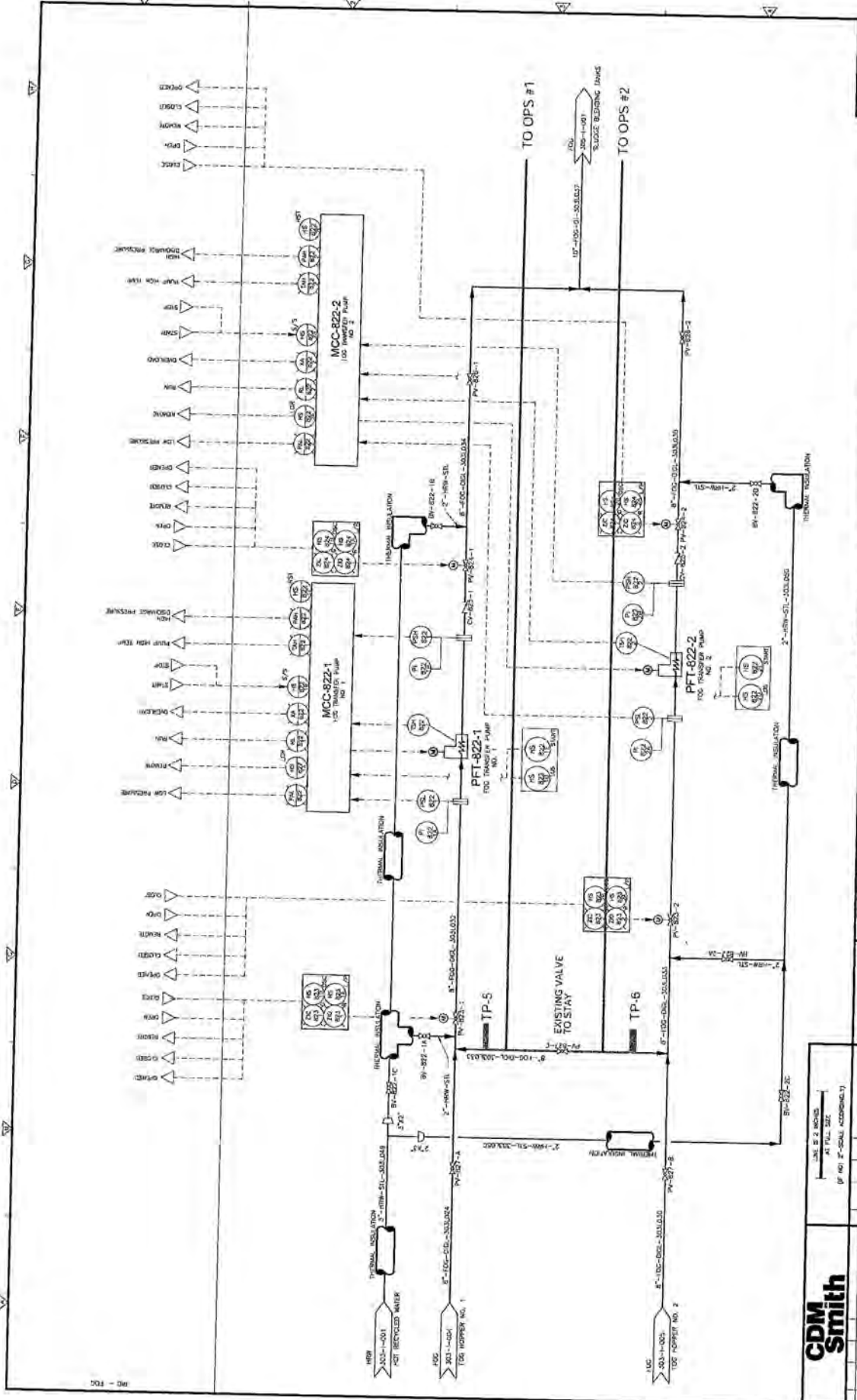
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NO.	DATE	BY	CHKD	REVISION

CDM Smith

1/17/18





1-16  
 PROJECT NO. 2013-3103  
 FILE NAME: IUPD01  
 DRAWING NO. 303-L006  
 SHEET NO. 1 OF 1

**PROCESS & INSTRUMENTATION DIAGRAM**  
**FOG RECEIVING AND PROCESSING STATION**  
**FOG TRANSFER PUMPS**

Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion  
 RECORD DOCUMENT  
 DATE: 08/20/2013 10:58:00 AM  
 DRAWN BY: J. B. SMITH  
 CHECKED BY: J. B. SMITH  
 APPROVED BY: J. B. SMITH



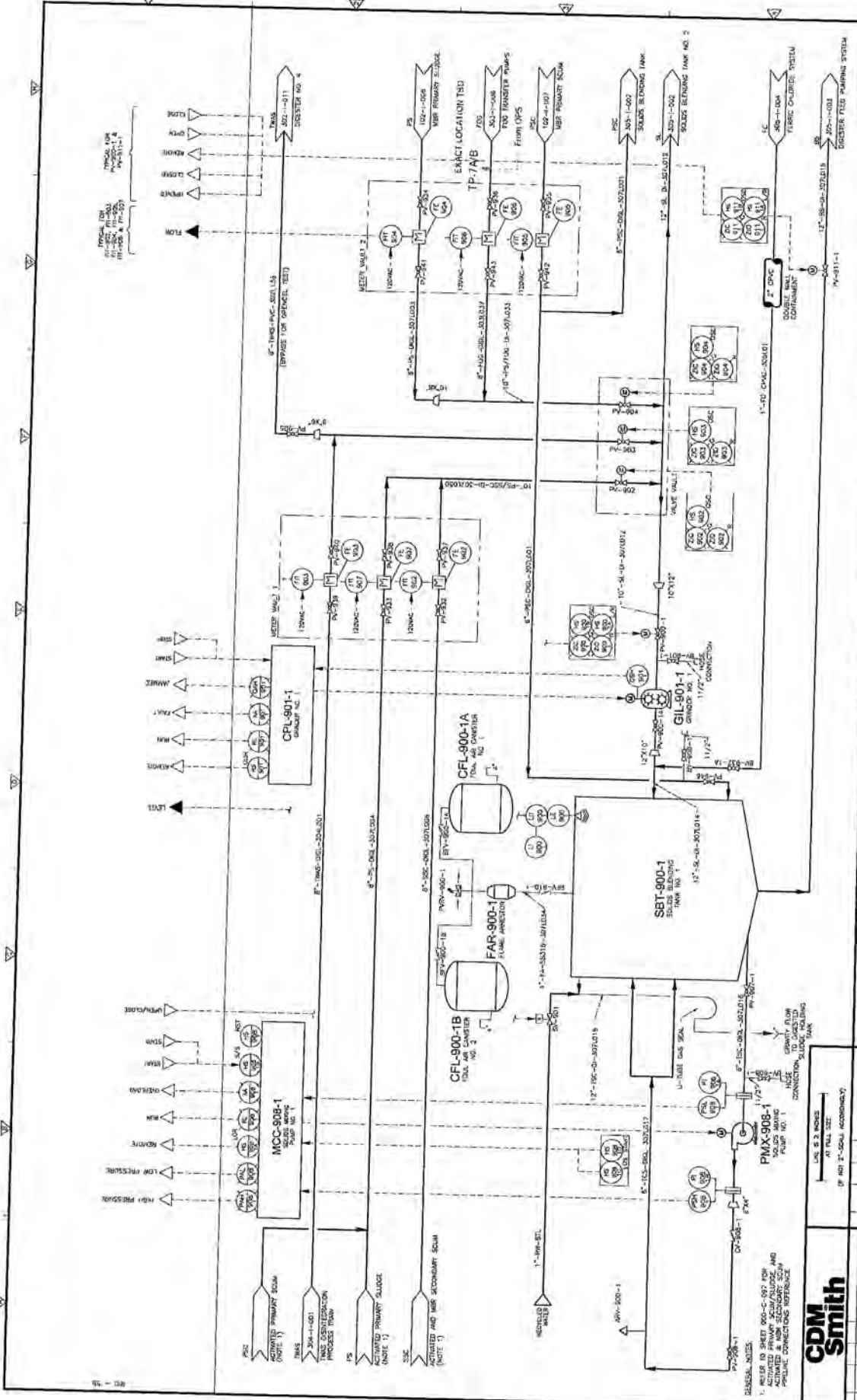
**CDM Smith**  
 10000 Wilshire Blvd., Suite 1000  
 Beverly Hills, CA 90210  
 TEL: 310.274.1000  
 FAX: 310.274.1001  
 WWW.CDMSMITH.COM



NO.	DATE	BY	CHK	APP	REVISION
1	08/20/13	JBS	JBS	JBS	ISSUE FOR CONSTRUCTION
2					
3					
4					
5					

**CDM Smith**

SCALE: 1/2" = 1'-0"  
 (IF NOT SPECIFIED OTHERWISE)



FROM THE  
 11" DIA. FLOW  
 11" DIA. FLOW  
 11" DIA. FLOW  
 11" DIA. FLOW  
 11" DIA. FLOW  
 11" DIA. FLOW

STOP  
 START  
 JAMMER  
 FAIL  
 MIN  
 ALARM  
 LEVEL

STOP  
 START  
 JAMMER  
 FAIL  
 MIN  
 ALARM  
 LEVEL

STOP  
 START  
 JAMMER  
 FAIL  
 MIN  
 ALARM  
 LEVEL

ACTIVATED PRIMARY SCUM  
 (NOTE 1)  
 204-1-101  
 100% OXYGENATION  
 PROCESS TANK  
 PS  
 ACTIVATED PRIMARY SALDS  
 (NOTE 1)  
 204-1-101  
 100% OXYGENATION  
 PROCESS TANK  
 PS  
 ACTIVATED AND 100% SECONDARY SCUM  
 (NOTE 1)

GENERAL NOTES:  
 1. REFER TO SHEET 900-C-197 FOR  
 THE LOCATION OF ALL  
 ACTIVATED & 100% SECONDARY SCUM  
 PIPING CONNECTIONS AND  
 PIPING CONNECTIONS REFERENCE

SCALE: 1/4" = 1'-0"  
 (IF NOT 1/4" = 1'-0" ACCORDINGLY)

NO.	DATE	BY	CHKD	REVISION








T-46  
 PROJECT NO. 2012-2319  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion  
 RECORD DOCUMENT  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

CDM Smith  
 In Association With  
 WEISS  
 Engineering & Construction Corporation  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

RIVERSIDE  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

CDM Smith  
 In Association With  
 WEISS  
 Engineering & Construction Corporation  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

RIVERSIDE  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

CDM Smith  
 In Association With  
 WEISS  
 Engineering & Construction Corporation  
 11/15/12  
 305-1-001  
 SHEET NO.  
 1206 P. 1/15

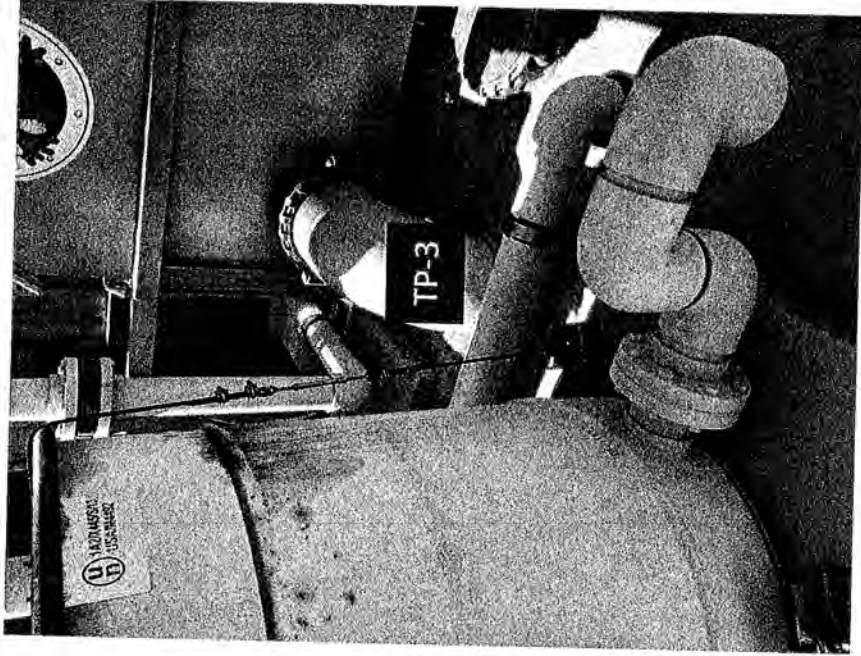
RIVERSIDE  
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 305-1-001  
 SHEET NO.  
 1206 P. 1/15

CDM Smith  
 In Association With  
 WEISS  
 Engineering & Construction Corporation  
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 305-1-001  
 SHEET NO.  
 1206 P. 1/15

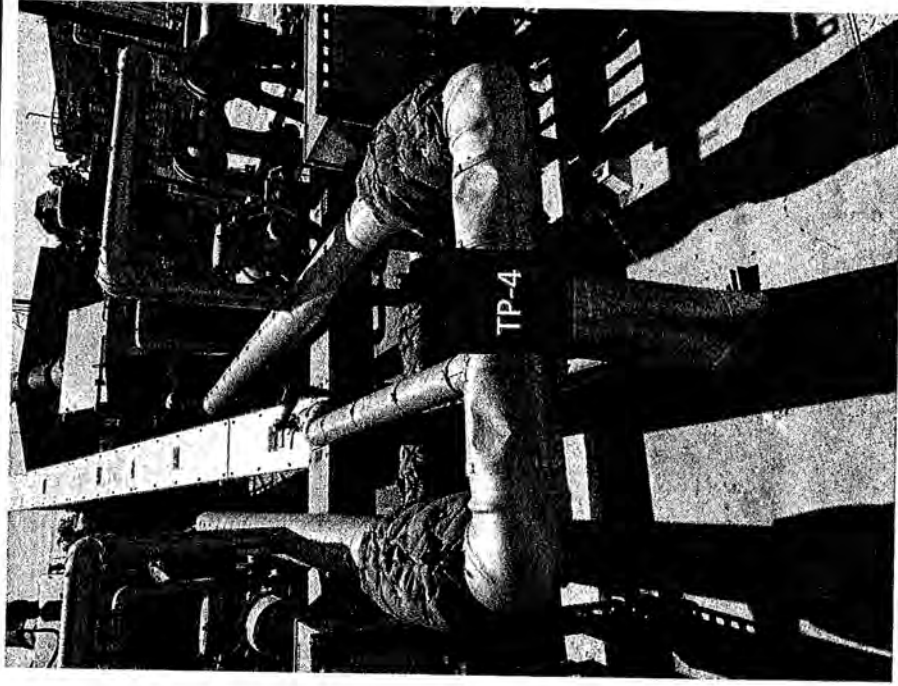
## TP-3: OPS Drains to Below Grade Tank



Exact location of drain  
to be determined

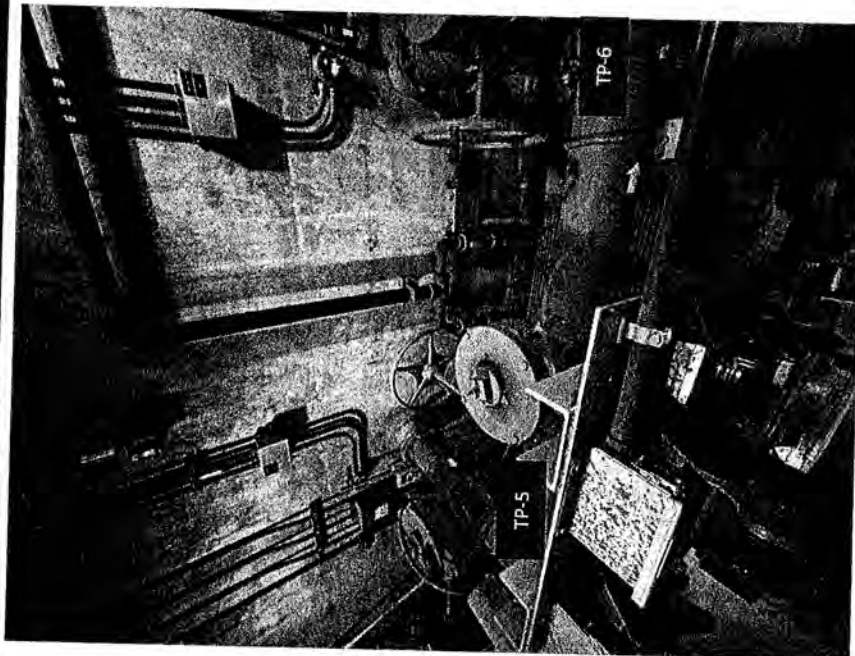


# TP-4: Hot Recycled Water



Proprietary and Confidential

# TP-5&6: FOG Transfer Pump to OPS

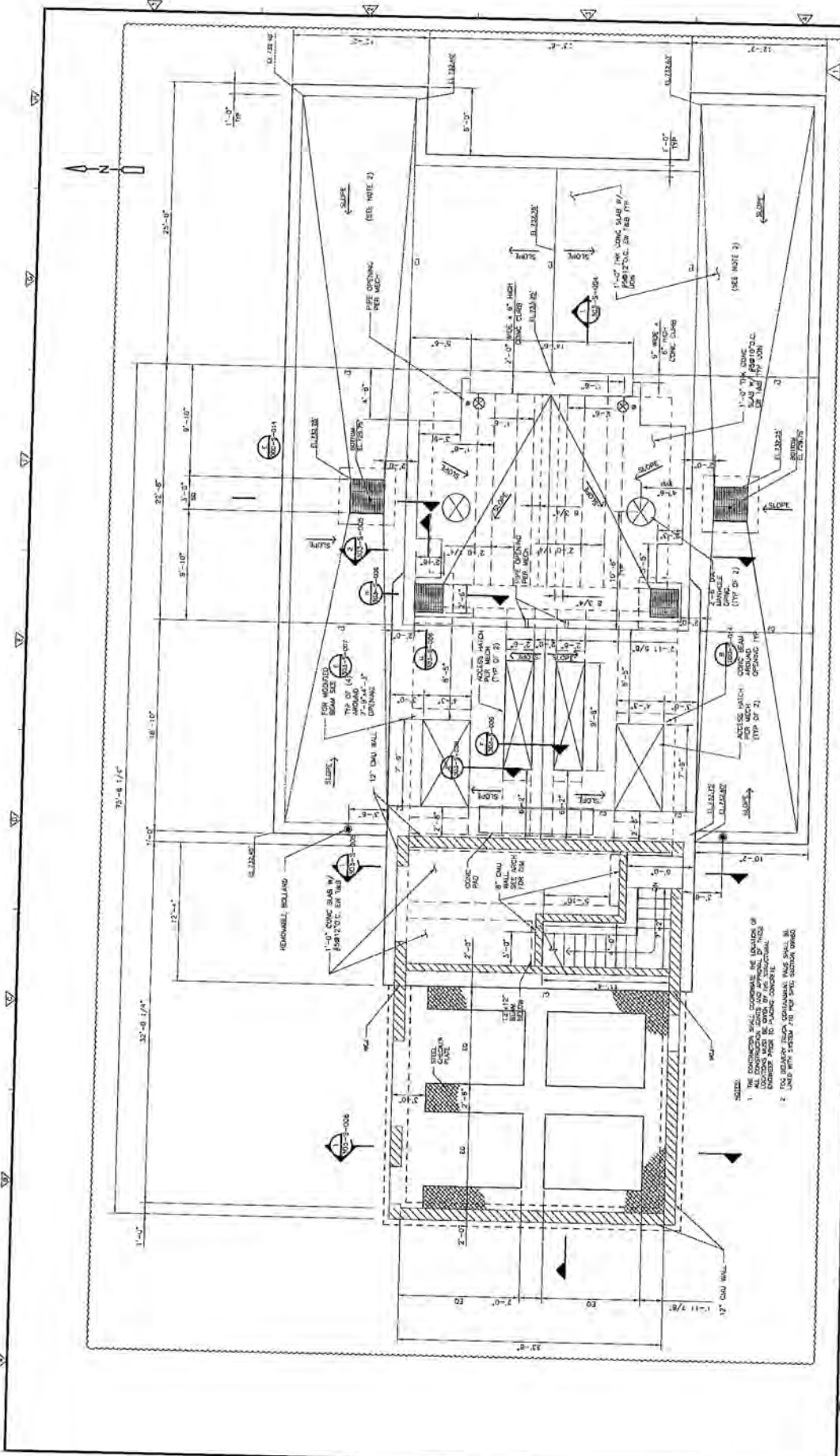












**ALBEMPELDER**  
ARCHITECTS & ENGINEERS

1000 N. 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202

TEL: 303.733.1111  
FAX: 303.733.1112  
WWW.ALBEMPELDER.COM

**GROUND LEVEL PLAN**  
1/8" = 1'-0"

DATE: 10/15/2014  
DRAWN BY: J. SMITH  
CHECKED BY: J. SMITH  
SCALE: AS SHOWN

**COM Smith** in association with **WSPAR**

1000 N. 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202

TEL: 303.733.1111  
FAX: 303.733.1112  
WWW.COMSMITH.COM

**RIVERSIDE**

1000 N. 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202

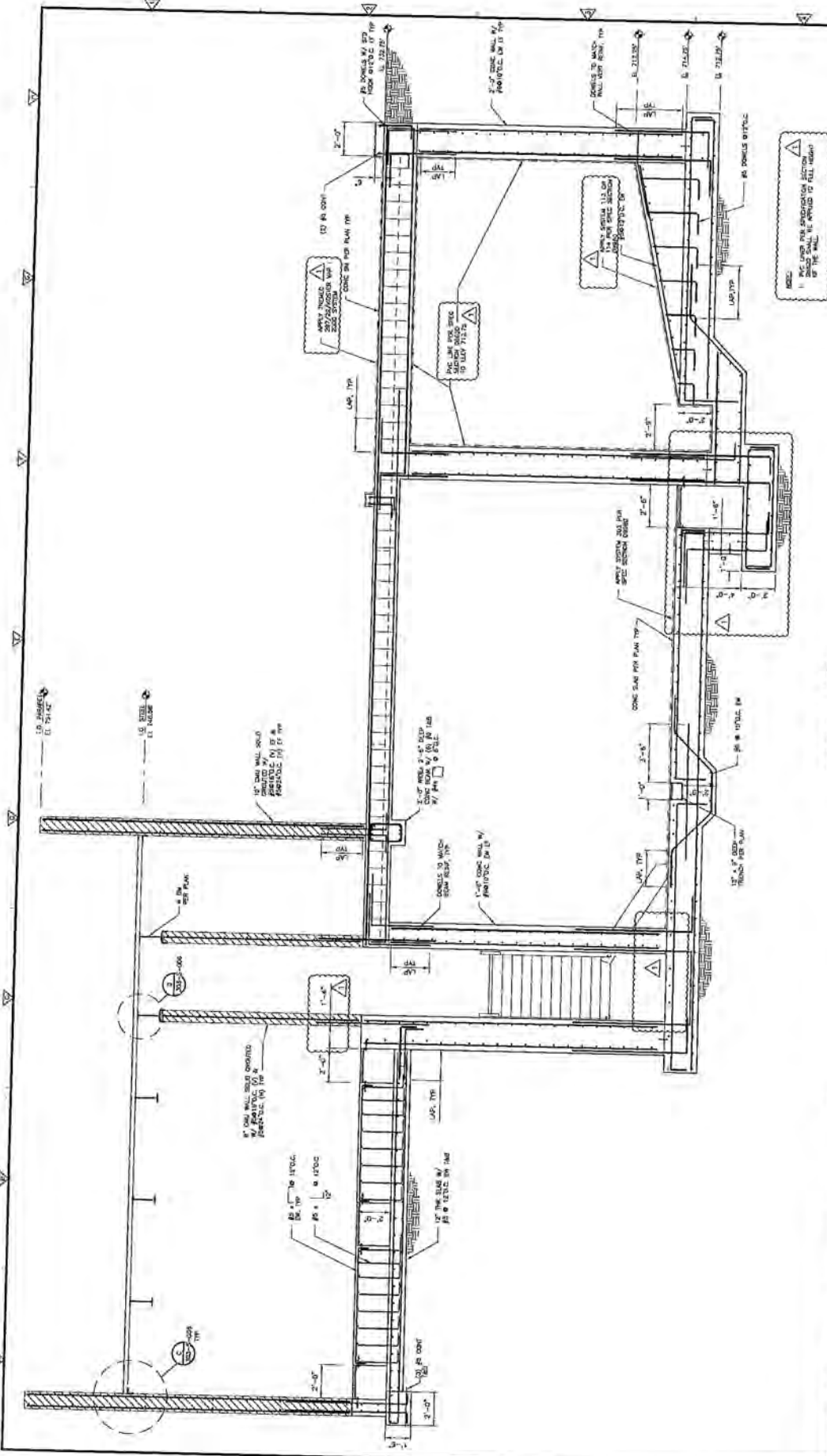
TEL: 303.733.1111  
FAX: 303.733.1112  
WWW.RIVERSIDE.COM

Department of Public Works  
Riverside Regional Water Quality Control Plant  
Phase I Plant Expansion

PROJECT NO: 2012-10-00  
PLAN NO: 303-S-002  
SHEET NO: 1 OF 1

NOTES:  
1 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES PRIOR TO ANY CONSTRUCTION.  
2 THE RELIABLE BLOCK COORDINATOR SHALL BE USED FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.





SECTION 1  
3/8" = 1'-0"



USE 8.5 INCHES  
AS FULL SIZE  
(1) 1/8" = 1'-0" SCALE ACCORDINGLY

T-46  
PROJECT NO. 2013-27106  
DATE 02/20/2013  
DRAWN BY  
303-S-004  
SHEET NO.  
SAT. OF 1/12

FOG RECEIVING AND PROCESSING STATION  
SECTION I

Department of Public Works  
Riverside Regional Water Quality Control Plant  
Phase I Plant Expansion  
RECORD DOCUMENT  
PROJECT NO. 2013-27106, SHEET NO. T-46, DRAWING NO. 303-S-004



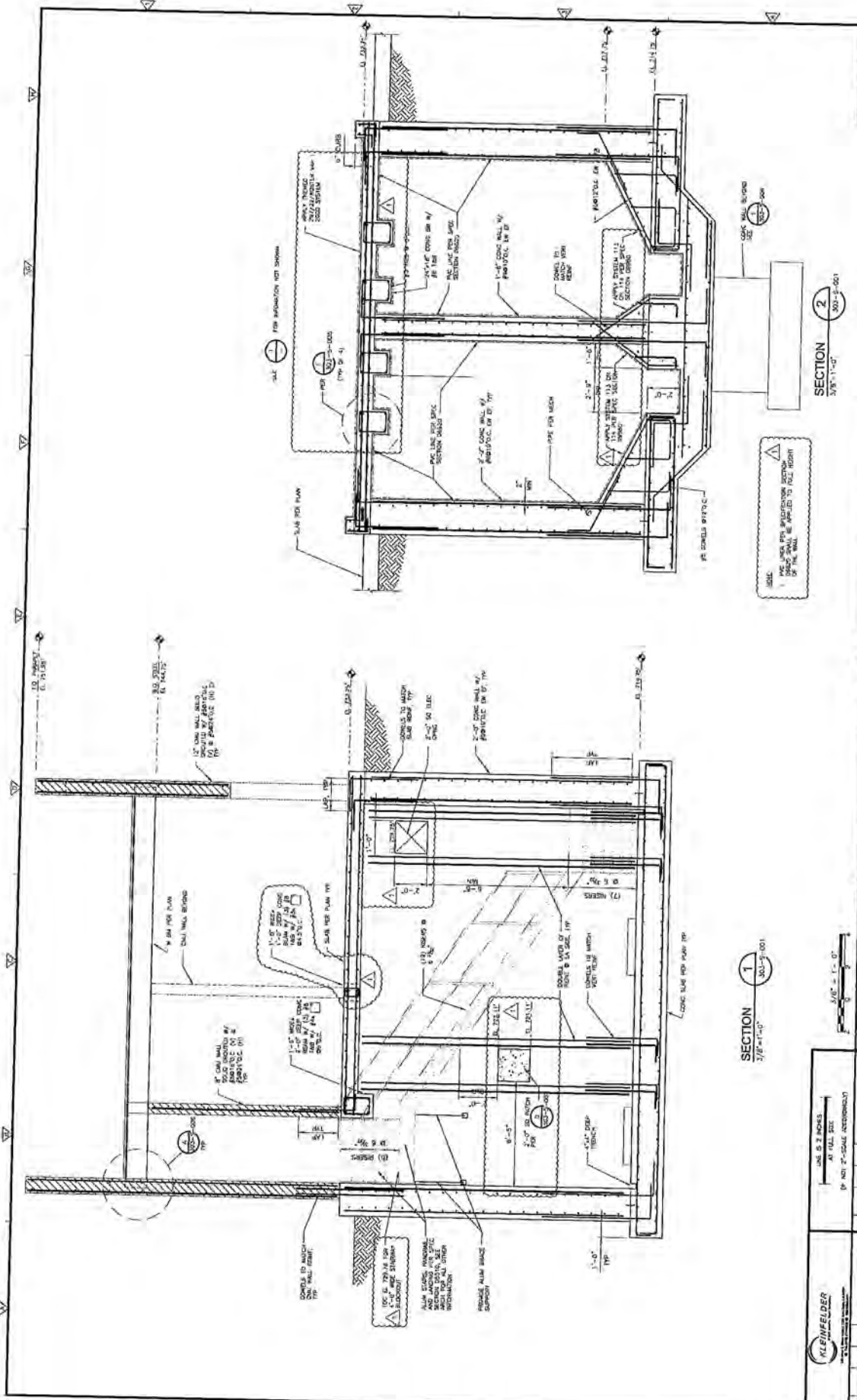
CDM Smith  
CONSULTANTS  
1300 WEST 10TH AVENUE  
DENVER, CO 80202  
PH: 303.733.1000  
WWW.CDMSMITH.COM



DESIGNED BY: S. J. SMITH  
CHECKED BY: S. J. SMITH  
APPROVED BY: S. J. SMITH  
DATE: 02/20/2013

NO.	DATE	BY	CHKD.	DESC.	REVISION

KLEINFELDER  
ARCHITECTS



T-46  
 PROJECT NO. 303-S-005  
 SHEET NO. 2 OF 113

FOG RECEIVING AND PROCESSING STATION  
 SECTIONS II

Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion



CDM Smith  
 CONSULTING ENGINEERS  
 10000 UNIVERSITY AVENUE  
 SUITE 200  
 DENVER, COLORADO 80202



DESIGNED BY: E. RASMUSSEN  
 CHECKED BY: S. WATSON  
 DATE: 10/11/01

NO.	DATE	BY	CHKD.	REVISIONS



KLEINFELDER  
 ENGINEERS ARCHITECTS

SECTION 1  
 1/8" = 1'-0"  
 303-S-001

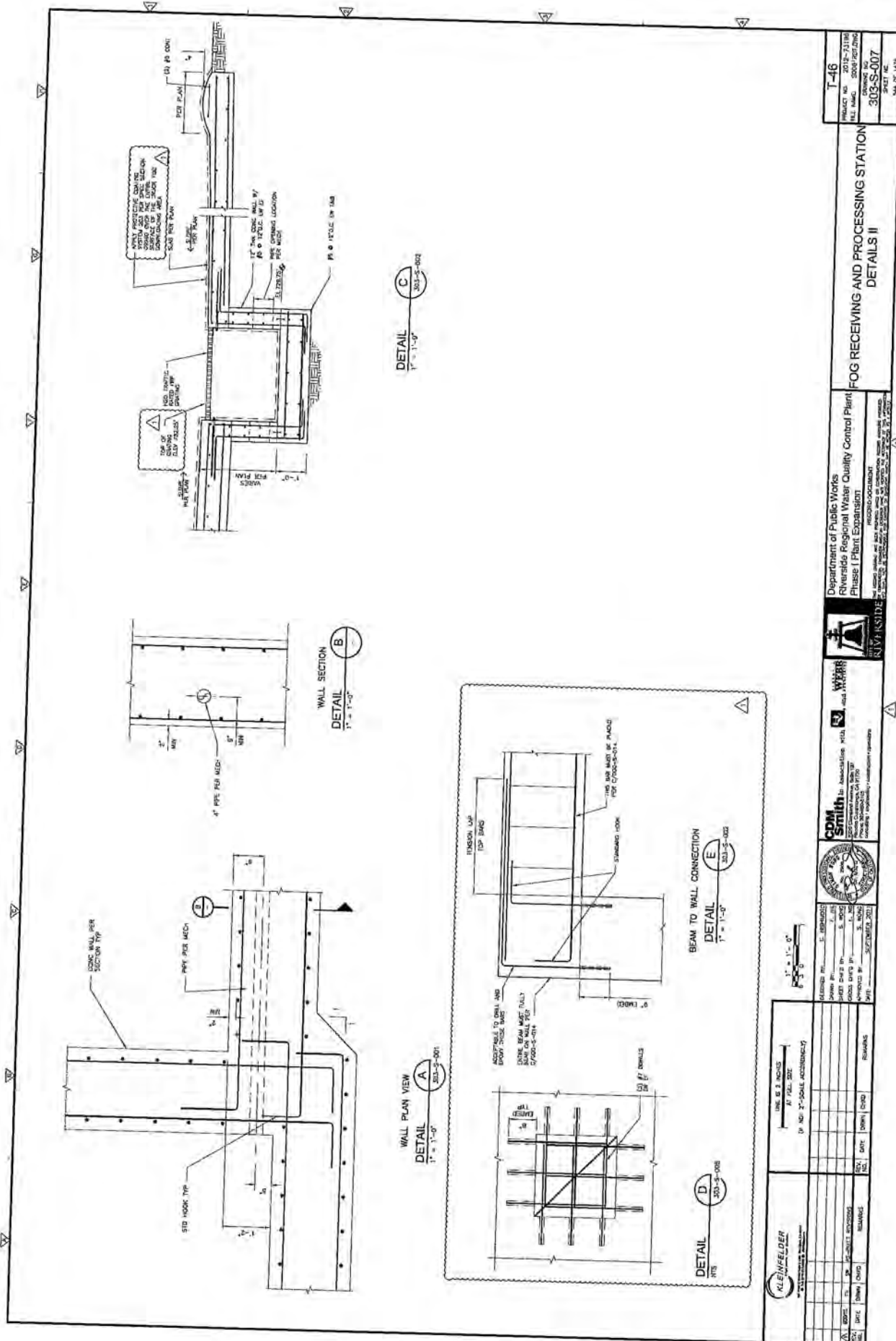
SECTION 2  
 1/8" = 1'-0"  
 303-S-001

SECTION 2  
 1/8" = 1'-0"  
 303-S-001

SECTION 2  
 1/8" = 1'-0"  
 303-S-001







T-46  
 PROJECT NO. 2012-73192  
 S.L. NAME: 5000 WEST RD  
 303-S-007  
 SHEET NO. 204 OF 124

Department of Public Works  
 Riverside Regional Water Quality Control Plant  
 Phase I Plant Expansion  
 FOG RECEIVING AND PROCESSING STATION  
 DETAILS II

RECORD DOCUMENT  
 THIS DOCUMENT IS THE PROPERTY OF THE CITY OF RIVERSIDE, CALIFORNIA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF RIVERSIDE, CALIFORNIA.



Watershed  
 WATERSHED

CPM Smith  
 22222  
 951-781-1111  
 10000  
 951-781-1111



DESIGNED BY: E. HERNANDEZ  
 CHECKED BY: J. L. ...  
 DATE: 7/20/12  
 PROJECT NO.: 2012-73192  
 SHEET NO.: 204 OF 124

NO.	DATE	BY	CHKD	REVISIONS



ONE IS 3/16 INCHES  
 AT FULL SIZE  
 1/4" = 3'-0" SCALE (AS SHOWN)

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"

1" = 1'-0"





**Exhibit "C"**

**SCHEDULE OF VALUES**

<b>Item No.</b>	<b>Description of Work</b>	<b>Scheduled Value (\$USD)</b>
1	SCAQMD Air permit application – Preparation & fees – New units (qty 6)	245,400
2	SCAQMD Air permit application – Preparation & fees – Existing units	79,600
3	Design & Engineering	500,000
4	Supply and installation of Organics Polishing System w/receiving pump, plastic & grit removal	9,000,000
<b>TOTAL</b>		<b>9,825,000</b>

**Exhibit "D"**

**PROJECT SCHEDULE**

<b>Milestone</b>	<b>Estimated Date</b>
NTP	October 1, 2024
30% Design Completed	February 2025
Final Design Completed	June 2025
Construction Completed	July 31, 2026
Commissioning Completed / Substantial Completion	September 30, 2026



**Exhibit "E"**

**SUBSTANTIAL COMPLETION**

Substantial completion shall be achieved upon completion of testing that demonstrates Organics Polishing System (OPS) functionality:

- Pressure testing on field installed piping
- Functional testing of OPS with clean water

If for any reason beyond the control or responsibility of the Design-Build Entity, the Substantial Completion testing cannot be carried out within thirty (30) days of completion of Scope of Work, the commissioning shall be deemed complete, and City shall release final payment(s) due to the Design-Build Entity.