

**DESIGN-BUILD AGREEMENT
FOR
DIGESTER 5 REHABILITATION**

RFP No. 2222

This Agreement for Construction (“Agreement”) is entered into on this ____ day of _____, 20____, 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*, 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 Digester 5 Rehabilitation located at 5950 Acorn Street, Riverside, CA, 92504, which is covered in Design-Build Entity’s Scope of Work (the “Work”).

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

- (1) Request for Proposals No. **2222**;
- (2) Design-Build Entity’s Proposal dated February 3, 2023;
- (3) Design-Build Entity’s Scope of Work attached hereto as Exhibits "B-1" through "E";
- (4) 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;
- (5) Change Orders and other modifications issued after execution of this Agreement;
- (6) 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;
- (7) The 2021 Edition of the Standard Specifications for Public Works Construction (“Standard Specifications”) written by Public Works Standards, Inc., and any special provisions;

The specific terms and conditions of this Agreement 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 Design-Build Entity’s Scope of Work dated May 10, 2024 shall control and have precedence over any contradictory or

inconsistent terms or conditions with the Request for Proposals No. 2222 and/or Design-Build Entity's Proposal dated February 3, 2023.

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 Five Hundred Eight Thousand (\$9,508,000)** 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 eighteen (18) 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 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
705 Palomar Airport Road, Suite 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 (May 30, 2024 14:39 PDT)

Yaniv Scherson, COO

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
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

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Corporation)

STATE OF)
)
COUNTY OF) SS:

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Joint Venture)

STATE OF)
)
COUNTY OF) SS:

I, HEREBY, CERTIFY that during a meeting of the Principals of the _____, a joint venture existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this joint venture and that his execution thereof shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Managing Partner

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Partnership)

STATE OF)
)
COUNTY OF) SS:

I, HEREBY, CERTIFY that during a meeting of the Partners of the _____, a Partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as
_____ of the Partnership, be and is hereby
authorized to execute the Agreement for
_____ between the City of
Riverside and this partnership and that his execution thereof shall be the official
act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20____.

Partner

Exhibit “B-1”

SCOPE OF WORK

Design-Build Entity will provide design-build services for the below scope of work to rehabilitate and reintegrate Digester 5 for return to service (by others) and as set forth in Exhibits B-2 through E, attached hereto and incorporated herein.

Demolition

- Digester Control Building Basement
 - Demolish P-6803 and P-6804
 - Demolish HE-6801 and HE-6802
 - Demolish P-6801 and P-6802
 - Demolish associated 6-CS-DI6, 4-HW-DI6
- Digester #5
 - Demolish Digester 5 roof
 - Demolish biogas piping 6-SG-S6
 - Demolish internal draft tubes
 - Demolish 14” mixer piping and blind flange
 - Demolish abandoned piping to nearest above ground point and cap

Mechanical/Equipment

- Install new actuated valve (6” MV41102) in Digester 1-2 Building (in Digester 1 & 2 basement)
- Install Flow Meter FIT 40102 with 2 isolation valves (in Digester 1 & 2 basement)
- Install new isolation valves MV41101 Digester 5 mixing header
- Install new digester heating pump P41101
- Install new hot water circulation pump p41102 with 3-way valve TWV-41101
- Install new Heat Exchanger HX41101
- Install other associated valves and instruments, as shown in Exhibit B-2
- Install new stainless-steel piping from digester roof to new condensate trap
- Install 2 new activated carbon vessels and associated valves
- Install new telescoping valve on overflow structure
- Install 2 service boxes with Anaergia PSM 1200 mixers on new digester roof

Structural

- Install new roof on Digester 5
- Repair Digester 5 concrete as outlined in Update of the Integrated Master Plan for the Wastewater Collection and Treatment Facilities, Volume 4, Chapter 11, Appendix 11A: Digester No. 5 – Food Waste Evaluation, Section 5.1 (June 2019)
- Apply coating to top 10 ft of digester wall

- Prepare surface per SSPC-SP 13
 - Shot blast, high-pressure water jet, or mechanical scarification as required to remove contaminants, laitance, weak concrete, and existing coatings
 - ICRI Concrete Surface Preparation: CSP 4-6
 - Air blast and detergent water cleaning to remove loose material, dust, oil and grease
- Apply coating per manufacturer's written recommendations
- Acceptable products
 - TNEMEC, Series 434, 125 mils, with topcoat Series G435, 15 mils
 - Sancon Technologies, Sancon 100, 60 to 125 mils
 - Zebron Corporation, Zebron, 20 mils min.
 - Belzona International Ltd., Belzona 5811, 2 coats, 16 mils min.
 - Or approved equal

Electrical/Instrumentation

- Demolish Existing MCC R
- Install new Electrical Gear with Breakers to feed Mixer Control Panel
- Digester 5 PLC will be located in new PLC Panel
- Install new Mixer Control Panel
- Install new 100A lighting panel to replace existing LP in MCC R
- MCC to include, as shown in Exhibit B-2
 - 15 HP VFD for Digester Sludge Pump
 - 5 HP DOL for Hot Water Recirculation Pump
 - 100 AMP Breaker for Mixer Control Panel
 - Provide at least 1 blank section for future use
- Connect Digester #5 PLC to Plant SCADA (pull new 6 pair single mode cable between FTU-47 and FTU-46)
- Provide new SCADA screens
- SCADA integration by others

Civil/Yard Piping

- Install 8" BG (HDPE) piping from Digester 5 to the biogas header near the flare – 500 ft
- Install 4" Hot Water Supply and Return (2 lines) between Existing Boiler Loop to Digester 5 Control Building Basement – 100 ft each way (200 ft total)
- Install 6" Digester Feed from existing digester feed loop between Digester 1-2 to Digester 5 mixing header
- Install 8" Digester 5 Overflow to Digestate Storage Tank 8" DI – 220 ft
- Patch trench to meet existing road conditions

Clarifications & Exclusions

- 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.

- Anaergia to provide Digester 5 start up and re-seeding plan and supervision. Emptying and purging of Digester 5, provision of seed from existing digesters, and operations to execute plan by City.

General

- Proposal is based on overall project schedule of 18 months
- Proposal is based on receiving NTP July 2024
- Includes Payment & Performance Bond
- Excludes 3rd party testing (Concrete / Compaction / Welding)

Underground/Earthwork

- Proposal includes an Existing Utility Investigation of 5 days of Ground Radar Penetration, and Potholing - 64 each locations for existing utilities shown on as-builts drawings provided.
- We have assumed that all trenching can be excavated using traditional equipment. Blasting or percussion method (Excavator with 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 bed and zone around all new underground pipes.
- We 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 demolition and replacement of asphalt per City standard drawing no. 453. Basis of costing assumed four inches of asphalt, and placing eight inches of Class 2 Base beneath the new asphalt.
- We have excluded 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

- Slab and wall dimensions based on the Repair Digester Concrete per Carollo MEMO, June 2019 FINAL, OPTION 1
- (sheet 26). We have included a marked up drawing showing detailed size assumptions.
- Edge of slab at 9'-0" from interior face of existing digester wall and slab thickness scaled to 1'-3".
- Top of wall at 11'-0" from top of slab 1'-3" thick and wall thickness scaled to 1'-0".
- Drill & epoxy #6 rebar dowels: 15 dowels per row; 1'-6" spacing at wall radius; 157 rows X 15 = 2,355 dowels.
- Epoxy HIT-RE 500 V3, per HILTI App calculator, and 16.9 fl oz cartridges: #6 rebar, 10" deep, 10 cartridges/100
- (+10% waste).
- Use 5000 psi water pressure washer to clean existing concrete and remove laitance. (No Sandblasting included)
- Mixer Post supports (Anaergia Markups 1/18/2024): 2 each, 3'Dia x 1.5'H, D&E #6 @ 12"o.c. & 10"emb.

- Pump Equipment Pads (Anaergia Markups 1/18/2024): 2 each, 5'Lx2.5'Wx0.5'H, D&E #6 @ 12"o.c. & 10"emb.
- We have assumed 200 lb/cy for reinforcing steel at a cost of \$2.00/lb installed

Equipment

Installation of the following equipment:

Digester #5 Upgrades

Item	P&ID Sheet	Tag No.	Qty
Electric Actuator for valve connecting existing piping in Dig 1-2 Control Building	1	MV-41102	1
Flow Indicating Transmitter	1	FT-40102	1
Three-Way Safety Selector Valve	1	TWV-41102	1
Combination Biogas Pressure Relief Valve/Flame Arrestor Assemblies	1	PSV-41101/2	2
Condensate Trap Inlet Isolation Valve	1	MV-41107	1
Condensate Trap Bypass Valve	1	MV-41108	1
Condensate Trap	1	TRP-41101	1
Condensate Trap to Drip Trap Isolation Valve	1	MV-41110	1
Drip Trap	1	TRP-41102	1
Drip Trap Drain Isolation Valve (this valve is an integral part of the drip trap and may be an automated float valve))	1	MV-41121	1
Condensate Trap Discharge Isolation Valve	1	MV-41109	
Biogas Line Isolation Valves	1	MV-41133	1
Level Indicating Transmitter Isolation Valve	1	MV-41130	1
Level Indicating Transmitter	1	LIT-41101	1
Biogas Discharge Line Isolation Valve	1	MV-21125	1
Biogas Discharge Line Pressure Transmitter Isolation Valve	1	MV-41106	1
Biogas Discharge Line Pressure Transmitter Diaphragm Seal	1	DS-41101	1
Biogas Discharge Line Pressure Transmitter	1	PIT-41101	1
Biogas Insertion Flow Transmitter Isolation Valve	1	MV-41103	1
Condensate Trap Flow Indicating Transmitter	1	FIT-41103	1
Digester Mixers	1	MX411-1/2	2
Digester Mixer Service Boxes	1	SB-41101/2	2
Digester Mixer Service Box Pressure Equalization Isolation Valves	1	MV-41131/32	2
Digester Roof	1	R-41101	1
Digester Overflow Box Level Transmitter	1	LIT-41102	1
Digester Overflow Box Telescoping Valve	1	TSV-41101	1

Digester #5 Heating System Upgrades

Item	P&ID Sheet	Tag No.	Qty
Heating Loop Sludge Inlet Valve	2	MV-41103	1
Heating Loop Sludge Recirculation Pump Inlet Isolation Valve	2	MV-41111	1
Heating Loop Sludge Recirculation Pump	2	P-41101	1
Heating Loop Sludge Drain Valve	2	MV-41113	1
Heating Loop Sludge Line Annular Ring Type Seal	2	DS-23001	1
Heating Loop Pump Discharge Pressure Switch Isolation Valve	2	MV-41116	1
Heating Loop Pump Discharge Pressure Switch	2	PSH-41101	1
Heating Loop Pump Discharge Pressure Gauge Isolation Valve	2	MV-41117	1
Heating Loop Pump Discharge Pressure Gauge	2	PI-41101	1
Heating Loop Sludge Recirculation Pump Discharge Isolation Valve	2	MV-41112	1
Heat Exchanger Sludge Inlet Temperature Indicating Transmitter	2	TIT-41101	1
Heat Exchanger Sludge Inlet Isolation Valve	2	MV-41112	1
Heat Exchanger	2	HX-41101	1
Heat Exchanger Sludge Discharge Temperature Indicating Transmitter	2	TIT-41101	1
Heat Exchanger Sludge Discharge Isolation Valve	2	MV-41115	1
Heating Loop Sludge Flow Indicating Transmitter	2	FIT-41101	1
Heating Loop Sludge Discharge Isolation Valve	2	MV-41120	1
Hot Water Line Inlet Isolation Valve	2	MV-41122	1
Hot Water Line Three-Way Diverting Valve	2	TWV-41101	1
Hot Water Circulation Pump	2	P-41102	1
Hot Water Line Temperature Indicating Transmitter	2	TIT-41103	1
Hot Water Line Heat Exchanger Inlet Isolation Valve	2	MV-41119	1
Hot Water Line Return Line Isolation Valve	2	MV-41124	1

Digester #5 Upgrades - Additional Items

Item	P&ID Sheet	Tag No.	Qty
Biogas pressure Relief Line Activated Carbon H2S Vessel Inlet Isolation Valves	1	MV-41126/7	2
Activated Carbon Vessels	1	AC-41101/2	2
Activated Carbon H2S Vessel Discharge Isolation Valves	1	MV-41128/9	2

Painting & Coating

- Concrete Coating of upper 10' of the Digester 5 wall, per following requirements:
- Prepare surface per SSPC-SP 13
- Shot blast, high-pressure water jet, or mechanical scarification as required to remove contaminants, laitance,
- weak concrete, and existing coatings
- ICRI Concrete Surface Preparation: CSP 4-6
- Air blast and detergent water cleaning to remove loose material, dust, oil and grease
- Apply coating per manufacturer's written recommendations
- Acceptable products
- TNEMEC, Series 434, 125 mils, with topcoat Series G435, 15 mils
- Sancon Technologies, Sancon 100, 60 to 125 mils
- Zebtron Corporation, Zebtron, 20 mils min.
- Belzona International Ltd., Belzona 5811, 2 coats, 16 mils min.
- Or approved equal
- We have included an allowance of \$51,000 for field coating of pipe & equipment

Piping

- We have included detailed assumptions on the attached marked up site plan.
- We have excluded the purchase of all valves (by Anaergia), WML to install them only
- We have included an allowance of \$20,000 for pipe insulation exposed HWR & HWS lines (no insulation on

Electrical

- See quote provided by Southern Contracting with list of inclusions/exclusions
- No underground ductbank is included, assuming that conduits can be run in existing concrete trench between Digester No. 3 Bld & No. 4 Building
- MCC 5 as quoted; submittals 8-12 weeks and manufacturing lead times estimate of 35-37 weeks.
 - This proposal is based on stainless steel conduit support and retention systems and PVC-coated RGS conduit systems
 - This proposal assumes digester 5 walls and roof are suitable for mechanical wedge anchors and that conduit can be run across digester 5 roof to equipment connection points.
 - This proposal accounts for testing of existing feeders for MCC to be replaced, and assumes reuse of those feeders for new MCC.
 - The concrete trough connecting control building #3 and digester #1/ digester #2 control building is assumed to have room enough for additional conduit indicated to be run there.
 - Instruments, mixer control panel (MCP), mixers and service boxes to be provided by Anaergia; PLC and
- SCADA screens to be furnished by WML
- Digester 5 PLC Panel to include:
 - Freestanding NEMA 3R Enclosures (2-Sections)
 - Main Circuit Breaker
 - Surge Protection Device 'SPD'

- 24VDC Power Supply
- Distribution Breakers as Required
- Operator Interface Terminal 'OIT' (Magelis Harmony)
- (2) Programmable Logic Controller 'PLC' (Modicon M580) Hot Standby
- Unmanaged Ethernet Switch
- Fiber Patch Panel
- Uninterruptible Power Supply 'UPS'
- GFCI Receptacle
- Panel Light & Switch
- Panel Fan Kit
- Panel Heater & Thermostat
- Terminal Blocks, Relays & Nameplates as Required
- Engineering (Submittals and O&M Manuals) Interconnection Wiring Diagrams.
- PLC & OIT Programming (Modicon M580)
- Networking & Telemetry: Ethernet Switch Configuration
- Manufacturing Services
- Field Services (Start-Up & Commissioning of Provided Equipment)

Digester No. 4 Building Mechanical - ALLOWANCE

- We have priced the work in this area as an allowance - pricing can be adjusted based on final design
- No detailed design is available and exact pipe routing could not be determined
- The exact pipe routing will need to be field verified as there are many existing lines, conduits and obstructions that will need to verify during the engineering phase and be worked around.
- We have included 45 shifts of a 4 man pipe crew and approximately \$88,000 in material costs

Digester No. 5 Epoxy Injection and Xypex Waterproofing Coating - ALLOWANCE

- We have priced this work as an allowance - pricing can be adjusted based on final design
- Per the Carollo Report: We included costs for 200 LF of Epoxy Injection.
- The Carollo Report also discusses Xypex coating: We included costs for Xypex coating on the interior of the digester: the section of wall above the new concrete wall and below the new coating, approximately 12' -6' section of wall around the circumference (approximately 2,950 SF) - Cost is approximately \$80,000

Clarifications and Exclusions

- The Scope of Work is based on the following clarifications and exclusions:
 - Equipment & Services by Others (Excluded)
 - Fiber Optic Cable
 - Fiber Optic Termination and Testing to be performed by others
 - Typical Equipment & Services Exclusions (Unless Specifically Defined on the Above Scope)
 - Local Control Stations
 - Junction and Pull Boxes
 - Disconnect Switches

- Security Equipment (Cameras, DVRs, Card Readers, Etc.)
 - Conduit, Field Wire and Tubing
 - Basic Trade Materials (Screws, Bolts, Brackets, Stanchions, Sunshields, Anchor Bolts, Etc.)
 - Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
 - 3rd Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training
 - Electrical Interconnection Wiring Diagrams, ISA Loop Diagrams and Signal Loop Diagrams for Equipment Not Provided by W.M. Lyles System Integration Division or When Specifications Do Not Define the Require for these Specific Professional Services
 - Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the W.M. Lyles System Integration Division's Control
 - Video Taping of Professional Services (3rd Party Video Taping is Acceptable)
 - 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
 - Equipment & Services Not Specifically Defined in the Above Scope of Work
 - 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
- Excludes overtime, weekend, holiday work. Based on standard 8-hour workday.

Exhibit “B-2”

PRELIMINARY DESIGN BASIS

Preliminary design documents include:

- Piping and instrumentation diagram
- Equipment list
- Electrical load and motor load list
- Instrument list
- Valve list
- Electrical Layout Drawing (Conceptual)
- Digester 5 MCC R diagram
- Site Layout Drawing (Conceptual)

CLIENT: RIVERSIDE PUBLIC WORKS

PROJECT: DIGESTER 5 REBAB

**PLACE: 5950 ACORN ST,
RIVERSIDE, CA 92504**



INSTRUMENT TAG IDENTIFICATION

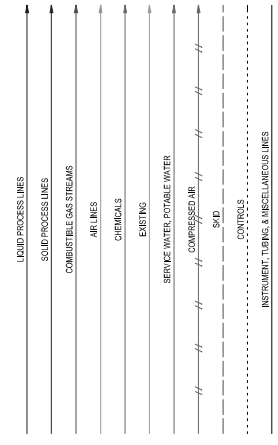
TAG NAME
 FL- FIRST LETTERS, SEE ISA TABLE BELOW
 FM- SUCCEEDING LETTERS, SEE ISA TABLE BELOW
 HOA- TAG FUNCTION ABBREVIATION, SEE LISTING TO THE RIGHT

TAG NUMBERS
 1- BLOCK NUMBER (See Sheet 04)
 2- SEQUENTIAL NUMBER

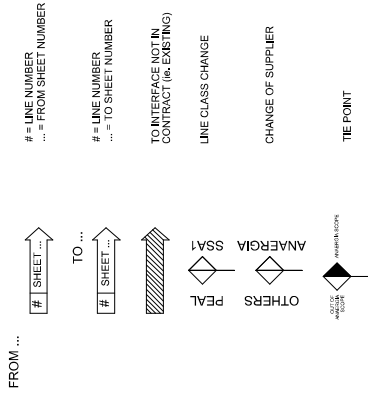
SUCCEEDING LETTER	INSTRUMENT FUNCTIONS																SYMBOL	DESCRIPTION								
	A	C	E	G	I	L	O	R	S	T	Y	V	S	T	Y	V			S							
MEASURED OR INITIATING VARIABLE	AA	AAH	AAH	AAL	AAL	AAT	AC	MC	AE	AI	AL	AR	AS	ASH	ASH	ASL	ASLL	AT	AT	AT	AY	ACV	AV	AZ	FINAL CONTROL ELEMENT	
ANALYSIS	EA	EAH	EAH	EAL	EAL	EAT	EC	EC	EE	EI	EL	ER	ES	ESH	ESH	ESL	ESLL	ET	ET	ET	EY	EV	FV	FV	EZ	ORIFICE PLATE
BURNER COMBUSTION	FA	FAH	FAH	FAL	FAL	FAT	FC	FC	FE	FI	FL	FM	FR	FS	FSH	FSL	FSLL	FT	FT	FT	FF	FCV	FCV	FO		
USERS CHOICE	FF	FAH	FAH	FFA	FFA	FFA	FFC	FFC	FFC	FFI		FFR	FFS	FFSH	FFSH	FFSL	FFSLL				FFV	FFCV				
USERS CHOICE	HA						HC	HIC		HL		HS										HCV	HV	HMS	HMI PUSHBUTTON	
CURRENT (ELECTRICAL)	IA	IAH	IAH	IALL	IALL	IAT	IC	IC	IE	II	IL	IR	IS	ISH	ISL	ISLL	IT	IT	IT		IY					
POWER	JA	IAH	IAH	JAL	JAL	JAT	JC	JC	JE	JI	JL	JM	JN	JSH	JSL	JSLL	JT	JT	JT		JY					
TIME SCHEDULE	KA									KI	KL	KS									KY					
TIME TOTAL	KA	KAHH	KAH	KOAL	KOAL					KOI	KOL	KOR	KOS	KOSH	KOSH	KOSLL										
LEVEL	LA	LAH	LAH	LAL	LAL	LAT	LC	LC	LE	LI	LL	LR	LS	LSH	LSL	LSLL	LT	LT	LT		LY	LCV	LV	LB	LEVEL-BY-PASS	
MOTOR CONTROL	MA											MS														
USERS CHOICE	NA																									
USERS CHOICE	PA	PAH	PAH	PAL	PAL	PAT	PC	PC	PE	PI	PL	PR	PS	PSH	PSL	PSLL	PT	PT	PT		PV	PCV	PV	PSV	PRESSURE/SAFETY VALVE	
PRESSURE OR VACUUM	PD	DAH	DAH	PDAL	PDAL	PDAT	PDG	PDG	PDG	PDI	PDL	PDR	PDS	POSH	POSL	POSLL	POT	POT	POT		PDV	PDCV				
PRESSURE DIFFERENTIAL	QA	QAH	QAH	QAL	QAL					QI	QI	QI	QR													
QUANTITY	RA																									
RADIATION	SA	SAH	SAH	SAL	SAL	SAT	SC	SC	SE	SI	SL	SR	SS	SSH	SSL	SLL	ST	ST	ST		SY	SCV	SZ	SK	SPEED CONTROL STATION	
SPEED OR FREQUENCY	TA	TAH	TAH	TAL	TAL	TAT	TC	TC	TE	TI	TL	TR	TS	TSH	TSL	TSL	TT	TT	TT		TY	TCV	TV	TW	THERMOWELL	
TEMPERATURE	UA																									
MULTI-VARIABLE	VA	VAH	VAH							VI	VL	VR	VS	VSH	VSL						VT	VV				
VIBRATION OR MECH. ANALYSIS	WA	WAH	WAH	WAL	WAL	WAT	WC	WC	WE	WI	WL	WR	WS	WSH	WSL	WSLL	WT	WT	WT		WY	WCV	WV	WZ		
WEIGHT OR FORCE	X																									
UNCLASSIFIED	YA									YI	YL	YR	YS													
EVENT, STATE OR PRESENCE	Z									ZI	ZL	ZR	ZS	ZSO-OPEN	ZSC-CLOSE	ZT	ZT	ZT	ZT		ZY	ZCV	ZV	ZZ		
POSITION OR DIMENSION	ZA	ZAO-OPEN		ZAC-CLOSE	ZAT	ZC	ZC	ZC	ZE	ZG	ZI	ZL	ZR	ZS	ZSO-OPEN	ZSC-CLOSE	ZT	ZT	ZT		ZY	ZCV	ZV	ZZ		

LINE IDENTIFICATION PROCESS FLOW

LINE COLOR GUIDE



PROCESS FLOW INTERFACE SYMBOLS



GENERAL NOTES

- THERE IS NO INTENT TO SHOW ALL DETAIL OF EXISTING FACILITIES ON THE P&ID'S.
- THIS IS A STANDARD LEGEND.
- NOT ALL OF THE INFORMATION SHOWN ON THIS LEGEND WILL BE APPLICABLE TO THIS PROJECT.

REV NUM DDD DDI	DESCRIPTION ISSUED FOR BID RE-ISSUED FOR BID	BY ASD	DATE 01/31/2024
		MP ASD	02/02/2024
ATTENTION: IF THIS HAS POSSES NOT MEASURE 1" @ 24" OR DRAWING IS NOT TO SCALE - SCALE ACCORDINGLY		The entire content of this drawing and any related documents are the property of the individual documents and shall remain the intellectual property of the individual documents. No part of this drawing shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the individual documents.	
ANERGIA Fueling a Sustainable World		RIVERSIDE PUBLIC WORKS DIGESTER 5 REBAB 5950 ACORN ST, RIVERSIDE, CA 92504 ABBREVIATIONS	
DRAWING NUMBER RIVERSIDE		DRAWN: MP CHECKED: AD APPROVED: AD PROJ. MANAGER: ASD STATUS: FILE NAME: 01RZ 2005 01	
SHEET L1 OF L4		DRAWING NUMBER D0	

EQUIPMENT AND VALVE TAG ABBREVIATIONS

WV: EQUIPMENT ABBREVIATION
 XX: PROCESS BLOCK OF INSTRUMENT
 Y: PROCESS BLOCK UNIT NUMBER

ZZ: SEQUENTIAL NUMBER FOR THAT BLOCK AND TYPE OF EQUIPMENT OR INSTRUMENT
 AA: ALPHA CHARACTER DENOTING REDUNDANT EQUIPMENT OR ALTERNATE TAGS

WV	XX	Y	ZZ	DESCRIPTION
A	COMPRESSOR	FDR	FEEDER (LIVE BOTTOM BIN)	
AH	ACCESS HATCH	FL	EMERGENCY FLARE	
AS	ANNULAR SEAL	FLO	FLOCCULATOR	
AUG	AUGER	FN	FAN	
BN	BIOWAS	FSP	UTS SEPARATOR	
BLO	BIOWAS	FT	FILTER	
BL	BIOWAS	GE	GENERATOR	
BNR	BURNER	GT	GATE	
BOI	BOILER	H	HOPPER	
CC	CALIBRATION COLUMN	HE	HEATER	
CE	CENTRIFUGE	HM	HAMMER MILL	
CH	CHILLER/DEHUMIDIFICATION	HD	HYDRAULIC DRIVE UNIT	
CHP	COMBINED HEAT AND POWER	HFU	HYDRAULIC POWER UNIT	
CHT	CHUTE	HT	HEAT TRACING	
CMP	COMPACTOR	HX	HEAT EXCHANGER	
CON	CONVEYOR	HYD	HYDROCYCLONE	
CR	CRANE/HOIST	INJ	INJECTOR	
CRM	CRUMBLER	LCP	LOCAL CONTROL PANEL	
CT	COOLING TOWER	M	MOTOR	
CL	CYLINDER	MBR	MEMBRANE (BIBACAST)	
DC	DYNAMIC CYCLONE	MC	MEMBRANE TANK COVER	
DF	DIFFUSER	MD	METERING DRUM	
DR	DRYER	MS	METAL SEPARATOR	
DRN	DRAIN	MX	MIXER	
DS	DIPHGRAM SEAL	ORX	OROX PRESS	
DT	DUMP TRAP	OPS	ORGANICS POLISHING SYSTEM	
EJ	EJECTOR	P	PUMP	
EVA	EVAPORATOR	PD	PULSATION DAMPENER	
EXP	EXPANSION VESSEL	PKG	PACKAGE	
FA	FLAME ARRESTOR	PMU	POLYMER MAKEUP UNIT	
FC	FLEX COUPLING	SR	SERVICE BOX	
		SCB	SCRUBBER	
		SCAN	SCREEN	

PROCESS BLOCK NUMBERING

BLOCK NUMBERING
 PLANT WIDE & UTILITIES:
 00 POTABLE & UTILITY WATER
 01 COMPRESSED AIR
 02 NATURAL GAS
 03 SEWER/STORM WATER
 04 HOT/COLD WATER
 05 ODOR CONTROL
 06 POLYMER/CHEMICALS
 07 RESERVED
 08 RESERVED
 09 RESERVED
 50 SLUDGE SCREENING
 51 LIQUID/SOLID SEPARATION
 52 DEWATERED CAKE STORAGE
 53 FILTRATE STORAGE TANK
 54 PASTEURIZATION (FILTRATE)
 55 RESERVED
 56 RESERVED
 57 RESERVED
 58 RESERVED
 59 RESERVED

RECEPTION:
 10 SCALE
 11 RECEIVING STATION
 12 RECEPTION TANK
 13 RECEPTION PIT
 14 RECEIVING BIN
 15 FEEDING HOPPER
 16 STORAGE SILOS/BUNKERS
 17 TRUCK WASHING STATION
 18 RESERVED
 19 RESERVED

FILTRATE MANAGEMENT:
 60 WASTEWATER PRETREATMENT
 61 AMMONIA RECOVERY (AMR)
 62 BIOLOGICAL TREATMENT
 63 MBR
 64 SOLIDS SEPARATION
 65 RO SYSTEM
 66 BRINE MANAGEMENT
 67 EFFLUENT STORAGE & DISCHARGE
 68 RESERVED
 69 RESERVED

BIOWAS CONDITIONING & UTILIZATION:
 70 BIOWAS STORAGE
 71 H2S REMOVAL
 72 BIOWAS BOOSTER & AFTER COOLER & DEHYDRATION
 73 BIOWAS POLISHING
 74 BUG
 75 GRID ENTRY UNIT
 76 FLARE + TAIL GAS TREATMENT
 77 BIOWAS UTILIZATION
 78 RESERVED
 79 RESERVED

FEEDSTOCK CONDITIONING:
 80 DRYER
 81 DRIED SOLIDS STORAGE
 82 SOLIDS LOADOUT
 83 COMPOSTING
 84 PYROLYSIS
 85 FERTILIZER BLENDING
 86 RESERVED
 87 RESERVED
 88 RESERVED
 89 RESERVED

DELEGATION:
 40 BUFFER TANK
 41 ANAEROBIC DIGESTER - PRIMARY
 42 ANAEROBIC DIGESTER - SECONDARY
 43 ANAEROBIC DIGESTER - TERTIARY
 44 PASTEURIZATION (POST AD)
 45 HYGENATION
 46 DIGESTATE STORAGE
 47 RESERVED
 48 RESERVED
 49 RESERVED

VALVE ABBREVIATIONS:
 ARV AIR RELEASE VALVE
 AV AUTOMATIC VALVE
 AVR AIR AND VACUUM RELEASE VALVE
 BFP BACK FLOW PREVENTER
 BPV BACK PRESSURE VALVE
 CV CHECK VALVE
 EV ELECTRICAL VALVE
 FCV FLOW CONTROL VALVE
 FLT FLOAT VALVE
 MV MANUAL VALVE
 PRV PRESSURE REGULATING VALVE
 PSV PRESSURE RELIEF VALVE
 RV ROTARY VALVE
 SHV SHEAR VALVE
 SV SOLENOID VALVE
 TCV TEMPERATURE CONTROL VALVE
 TWV THREE WAY VALVE/DIVERTER
 WCV WEIGHTED CHECK VALVE
 WSV WEIGHTED SHEAR VALVE

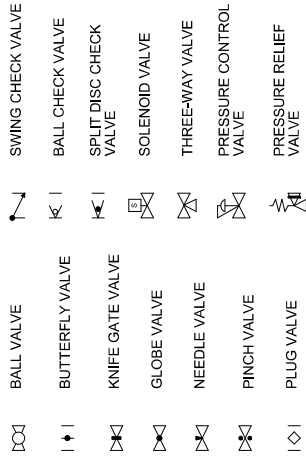
LINE DESIGNATION

LINE IDENTIFICATION SYMBOLS
 THE LINE IDENTIFIER BY LINE SIZE, FLUID SYMBOL, LINE NUMBER AND MATERIAL SPECIFICATION AS FOLLOWS:
 EXISTING E-1500-PL-41.07-SAP-D-01-RT
 HEAT TRACING
 INSULATION THICKNESS
 PIPING CLASS
 MATERIAL SPEC.
 SECTION NUMBER
 FLUID DESIGNATION
 PROCESS BLOCK OF ORIGIN

LINE BASED ON AMERICA STD PIPING SPEC

FLUID DESIGNATION	LINE IDENTIFICATION SYMBOLS
AA	AIR/ECTION AIR
AB	ACETIC ACID
AC	LIQUID BIOWAS
AD	LIQUID BIOWAS
AE	LIQUID BIOWAS
AF	LIQUID BIOWAS
AG	LIQUID BIOWAS
AH	LIQUID BIOWAS
AI	LIQUID BIOWAS
AJ	LIQUID BIOWAS
AK	LIQUID BIOWAS
AL	LIQUID BIOWAS
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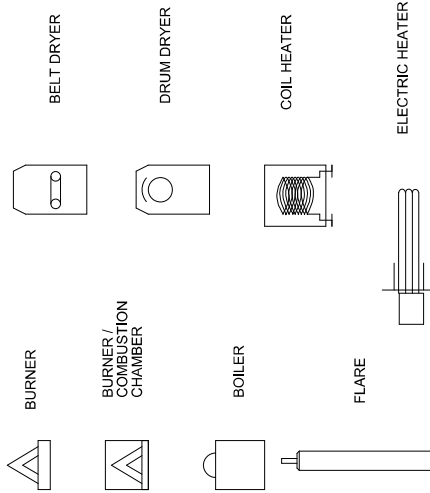
VALVE SYMBOLS



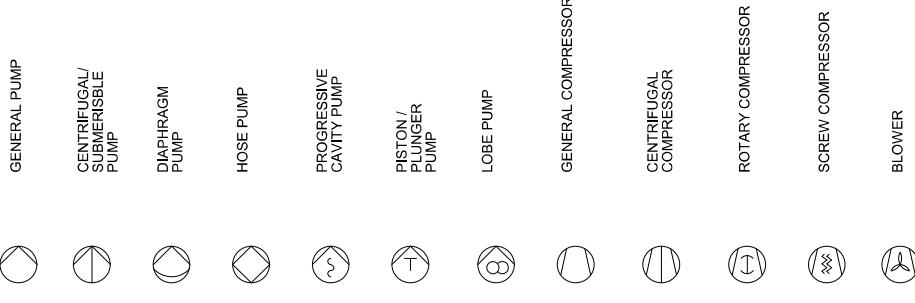
ACTUATOR SYMBOLS



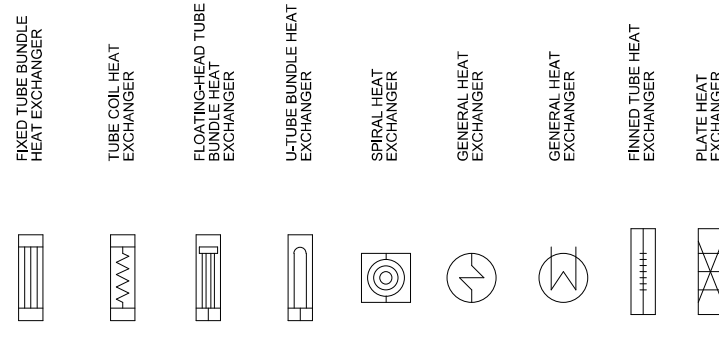
HEATER AND COOLDOWN SYMBOLS



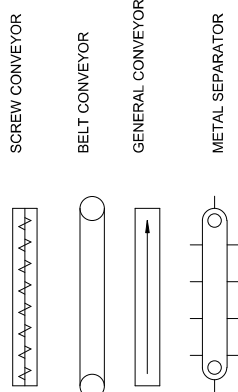
PUMP AND COMPRESSOR SYMBOLS



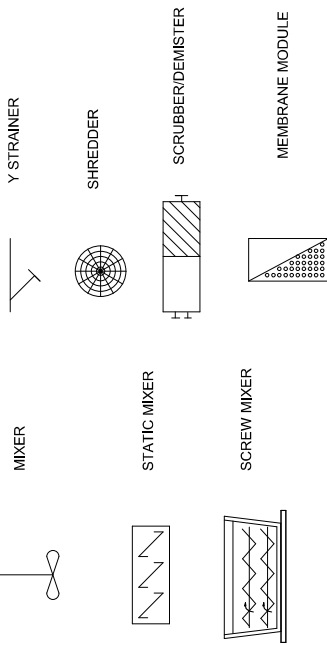
HEAT EXCHANGER AND HEATER SYMBOLS



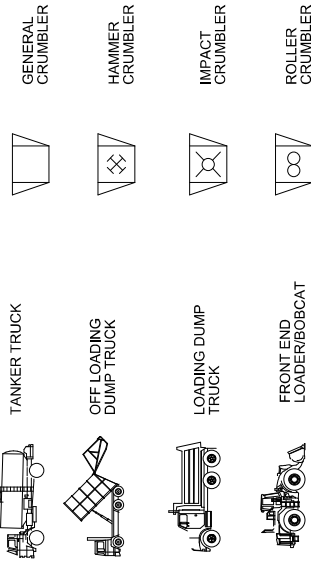
CONVEYOR SYMBOLS



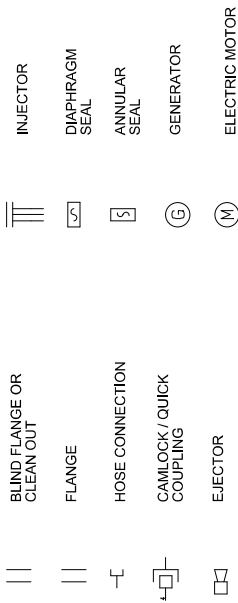
MIXER AND STRAINER SYMBOLS



TRUCKS AND CRUMBLER



MISCELLANEOUS SYMBOLS



REV NUM	DESCRIPTION	BY	DATE
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DD1	RE-ISSUED FOR BID	MP	02/02/2024



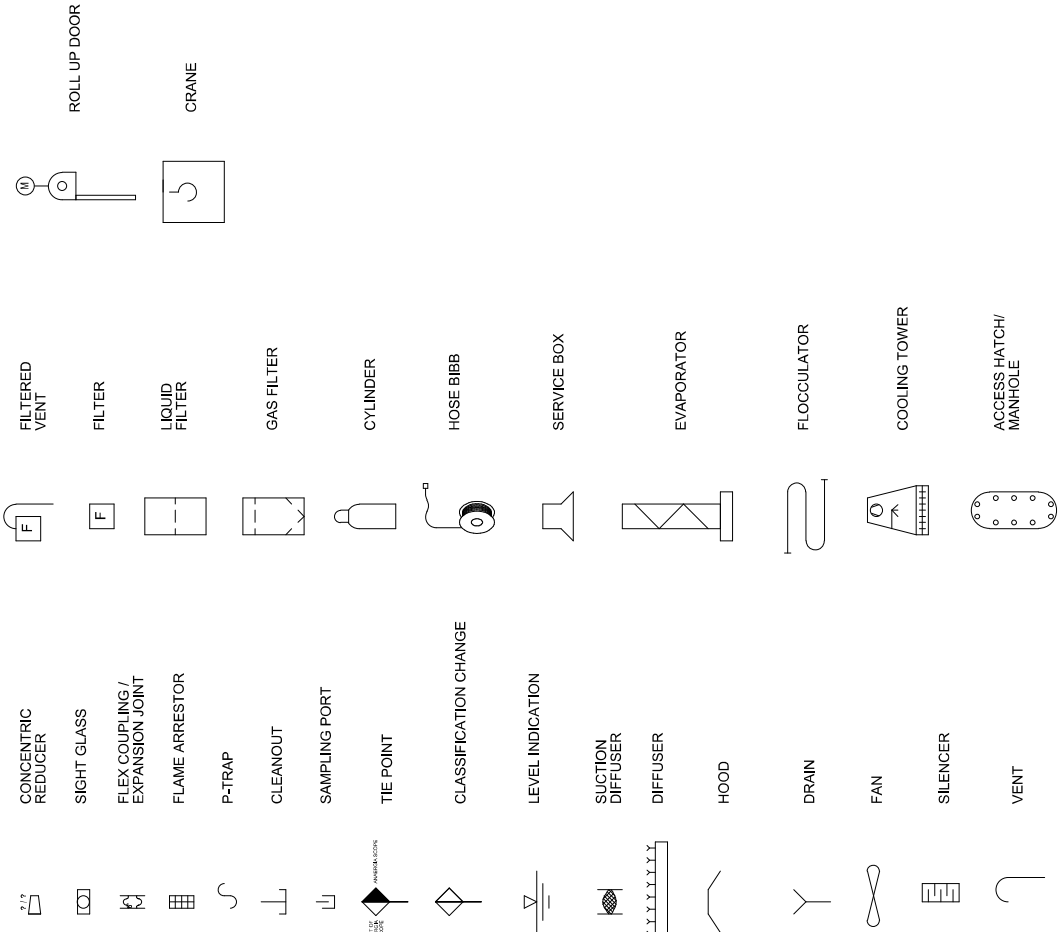
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CHECKED:	AD
APPROVED:	AD
PROJ. MANAGER:	ASD
STATUS:	
FILE NAME:	0182 2605 01

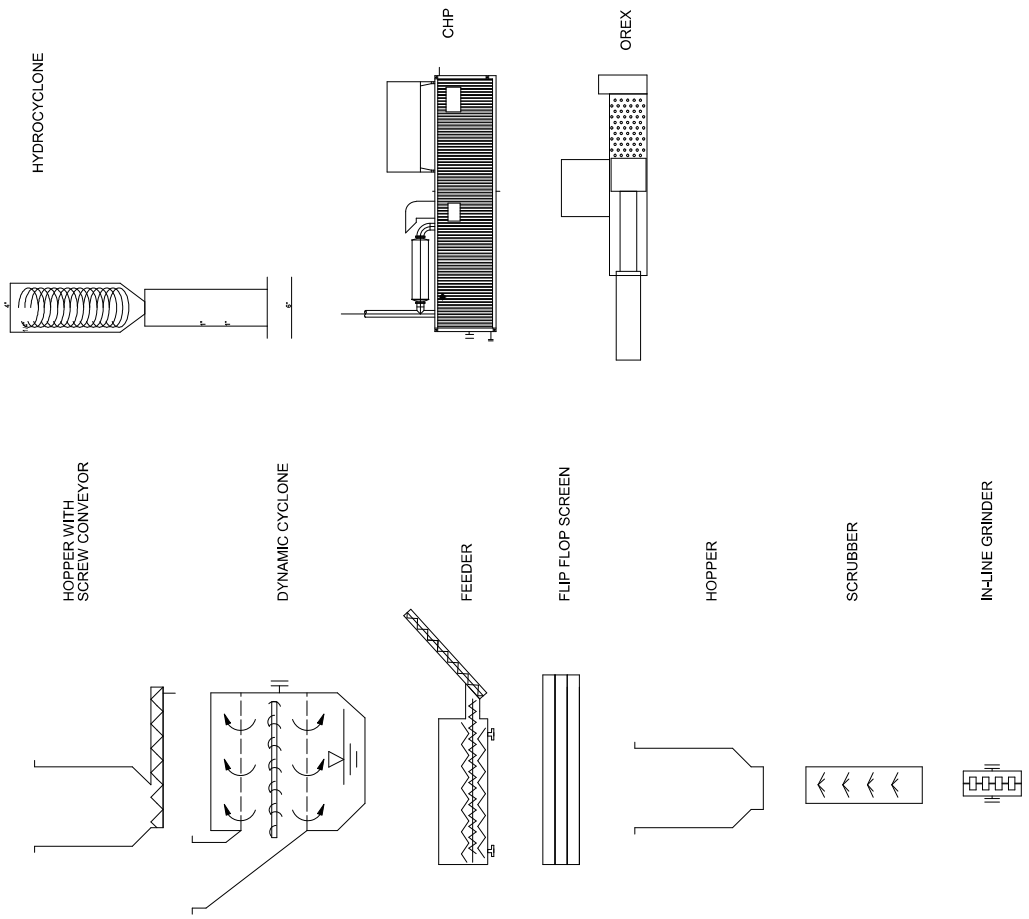
RIVERSIDE PUBLIC WORKS
DIGESTER 5 REBAB
 5950 ACORN ST, RIVERSIDE, CA 92504

DRAWING NUMBER
RIVERSIDE
SYMBOLS
 SHEET
L3 OF L4
D0

MISCELLANEOUS SYMBOLS CONTINUED



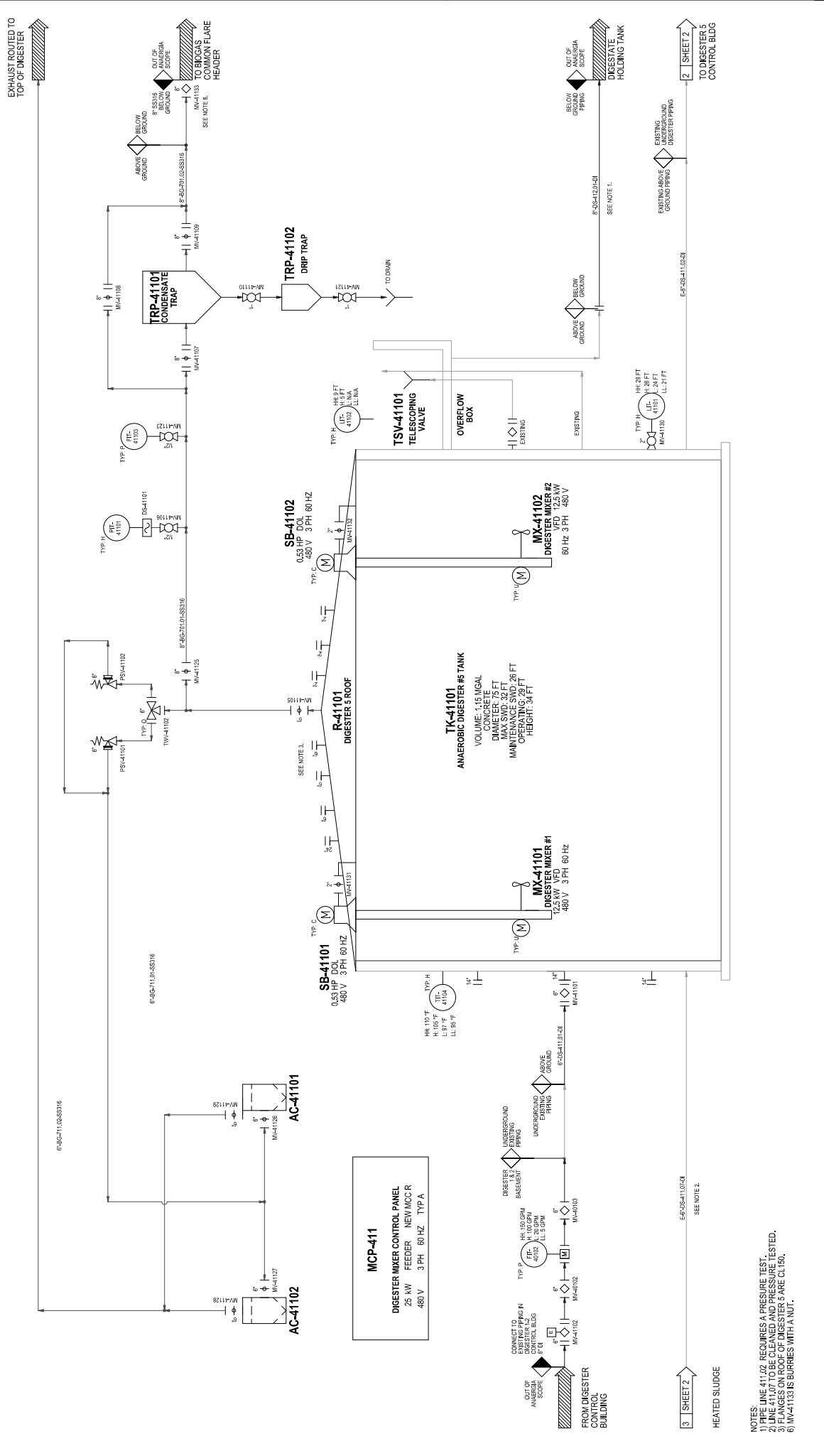
PROCESS SYMBOLS



REV NUM	DESCRIPTION	BY	DATE	ATTENTION:
DD0	ISSUED FOR BID	ASD	01/31/2024	<p>IF THIS DRAWING DOES NOT MEASURE 1" @ 24" OR DRAWING IS NOT TO SCALE, SCALE ACCORDINGLY</p>
DD1	RE-ISSUED FOR BID	MP	02/02/2024	
<p>DESCRIPTION: RIVERSIDE PUBLIC WORKS DIGESTER 5 REBAB 5950 ACORN ST, RIVERSIDE, CA 92504</p>				<p>FILE NAME: 01RZ 2605 01</p>
<p>SYMBOLS</p>				<p>DRAWN: MP CHECKED: AD APPROVED: AD PROJ. MANAGER: ASD STATUS: FILE NAME: 01RZ 2605 01</p>
<p>DRAWING NUMBER: RIVERSIDE</p>				<p>SHEET: L4 OF L4</p>

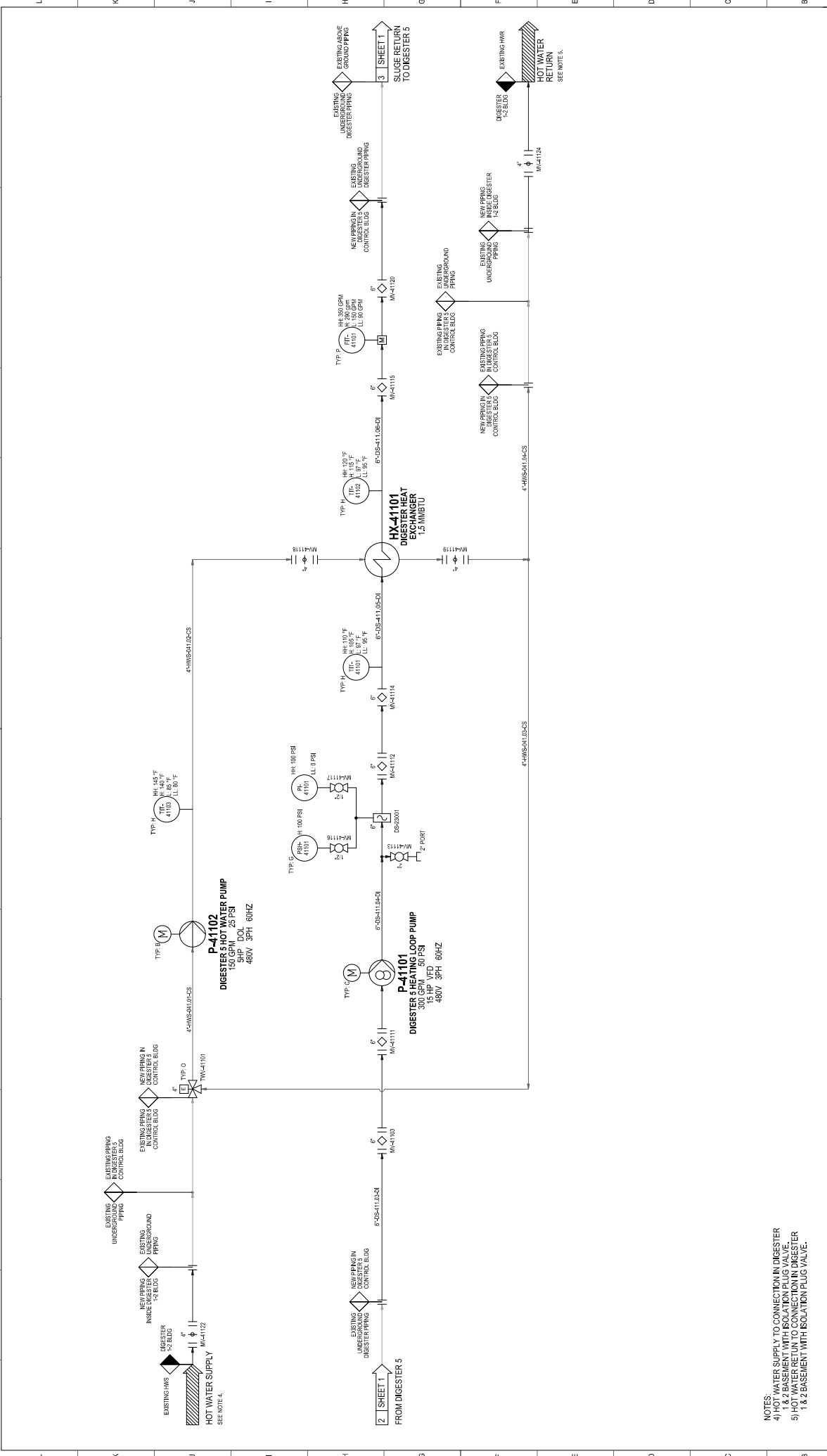
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REV NUM	DESCRIPTION	BY	DATE	ATTENTION:
DDO	ISSUED FOR BID	ASD	01/19/2024	0 IF THIS DRAWING DOES NOT MEASURE 1" @ 24" OR DRAWING IS NOT TO SCALE, SCALE ACCORDINGLY.
DDI	RE-ISSUED FOR BID	MP	02/02/2024	
Anaergia Fueling a Sustainable World				
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DRAWN: MP CHECKED: AD APPROVED: AD PROJ. MANAGER: ASD STATUS: FILE NAME: 0102 2005 01				
RIVERSIDE PUBLIC WORKS DIGESTER 5 REBAB DIGESTER 5 5950 ACORN ST, RIVERSIDE, CA 92504 DIGESTER 5				
DRAWING NUMBER RIVERSIDE				SHEET 1 OF 2
				REV D0

- NOTES:
- 1) PIPE LINE 411.02 REQUIRES A PRESSURE TEST.
 - 2) LINE 411.07 TO BE CLEANED AND PRESSURE TESTED.
 - 3) FLANGES ON ROOF OF DIGESTER 5 ARE CL190.
 - 4) MW-41133 IS BURIED WITH A NUT.



REV. NUM	DESCRIPTION	BY	DATE	ATTENTION:
DDO	ISSUED FOR BID	ASD	01/19/2024	ATTENTION: IF THIS DRAWING DOES NOT MEASURE 1" @ 24.24 OR DRAWING IS NOT TO SCALE - SCALE ACCORDINGLY
DDI	RE-ISSUED FOR BID	MP	02/02/2024	
DRAWING NUMBER: RIVERSIDE PROJECT: DIGESTER 5 REBAB ADDRESS: 5950 ACORN ST, RIVERSIDE, CA 92504 SHEET: 2 OF 2 D0				

NOTES:
 4) HOT WATER SUPPLY TO CONNECTION IN DIGESTER 5-2 BLUD WITH ISOLATION PLUG VALVE.
 5) HOT WATER RETURN TO CONNECTION IN DIGESTER 5-2 BLUD WITH ISOLATION PLUG VALVE.

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DRAWN: MP
 CHECKED: AD
 APPROVED: AD
 PROJ. MANAGER: ASD
 STATUS:
 FILE NAME: 0182 2005 01

CONCRETE ASSUMPTIONS

5.1.9 Sloshing Wave Height

The sloshing wave height was estimated to be 4.2 ft. Based on the available construction documents, the current freeboard available from high water elevation is approximately 2.5 ft which can result in a net upward force applied to the steel dome. This complication can be resolved by limiting the operating water height as recommended in Sections 3.1 and 3.3. Otherwise, the dome may experience damage to the steel members, dome seal, and dome anchorage at the top of the wall.

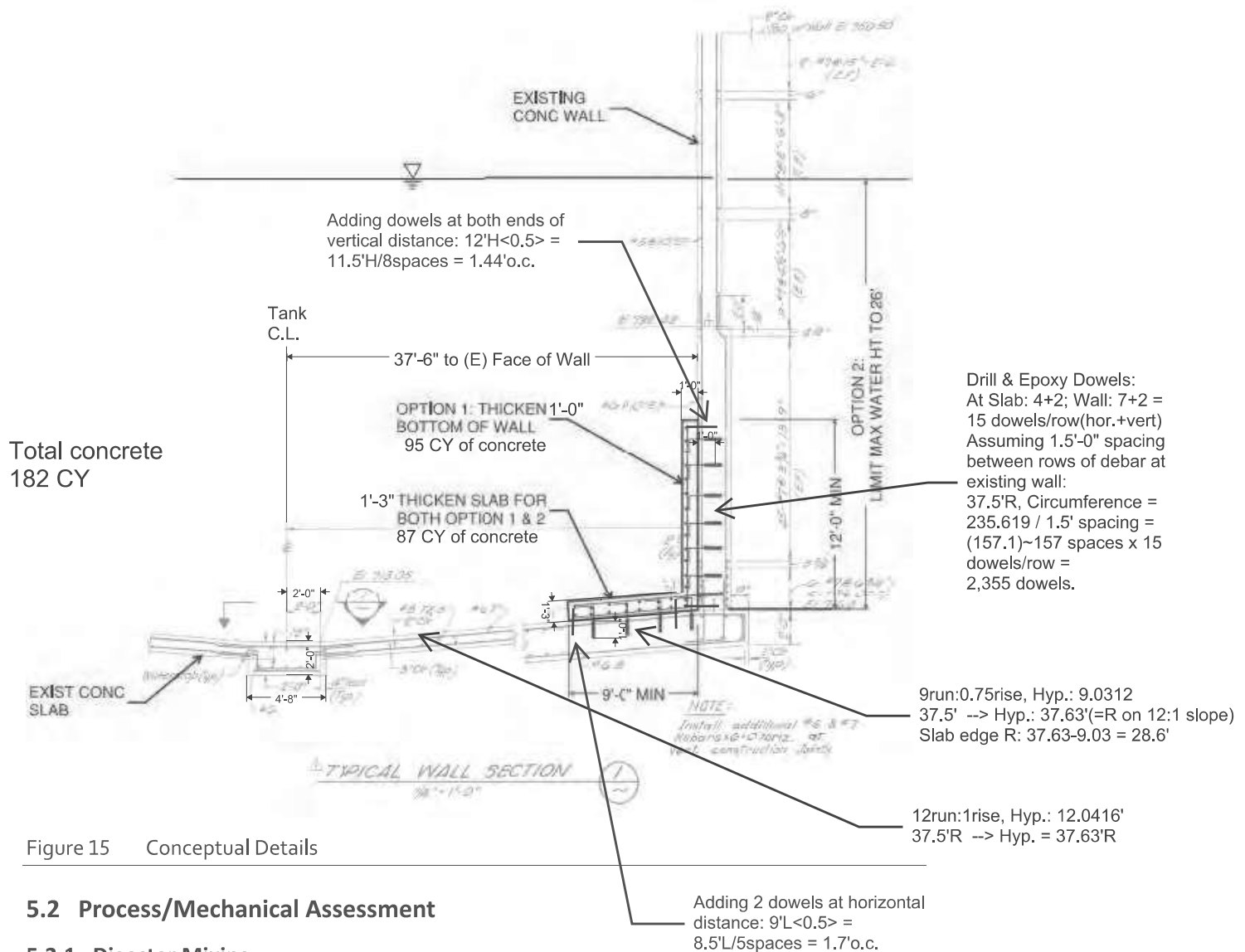


Figure 15 Conceptual Details

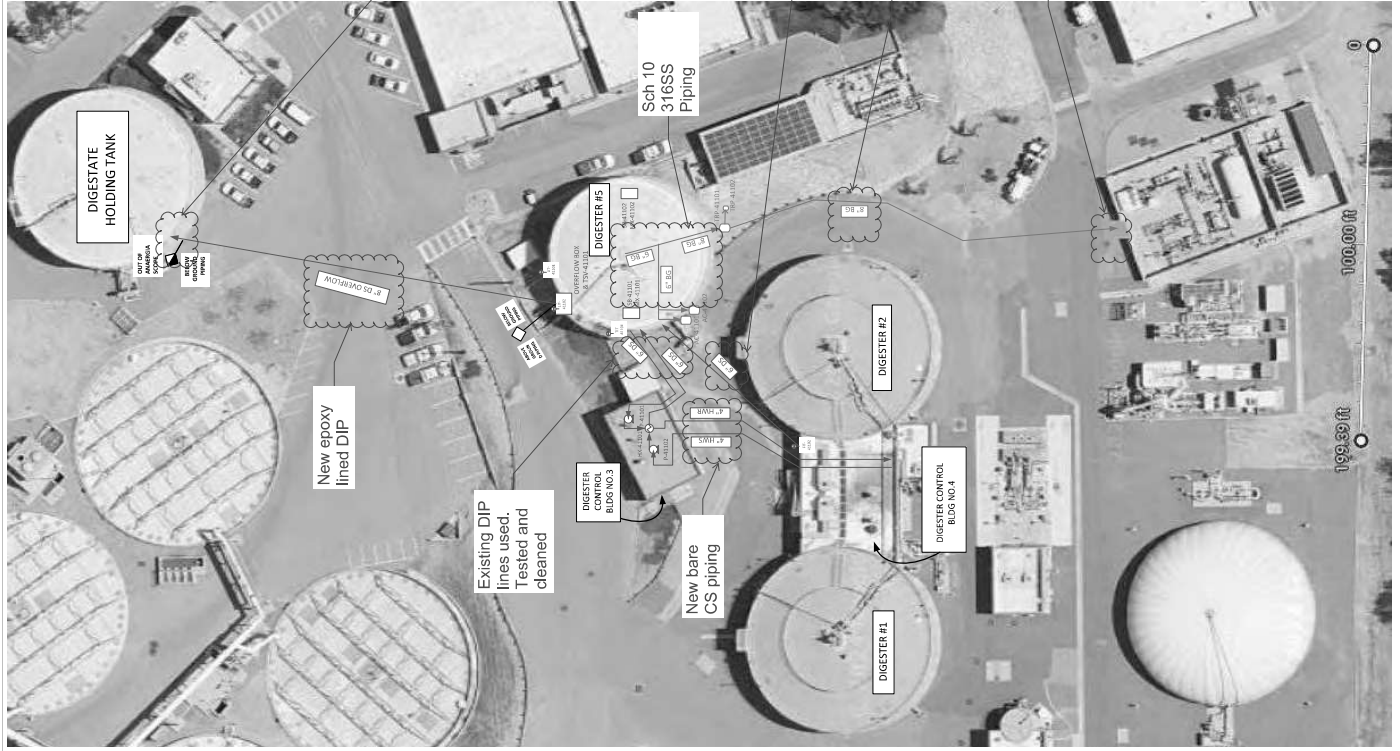
5.2 Process/Mechanical Assessment

5.2.1 Digester Mixing

As described in Section 3, only one Vaughn chopper pump is currently available for mixing of Digester No. 5. Since having an installed standby will require major modifications to the piping, it is recommended that an uninstalled spare pump be stored in the warehouse to allow maintenance to switch pumps in a short period in case of failure.

Currently, for pump mixing, sludge is withdrawn from the top of the digester and discharged at the bottom via nozzle. There is a top discharge nozzle to be used for breaking up scum. However,

See W.M. Lyles markups with assumptions and details in Green



Assumed existing 6" line we tie into below grade at this approximate location.

New epoxy Lined DIP

DG HDPE Burried

Assume existing 8" HDPE line tied into at this approx location.

DIGESTATE HOLDING TANK

Sch 10 316SS Piping

New epoxy lined DIP

Existing DIP lines used. Tested and cleaned

New bare CS piping

DIGESTER CONTROL BLDG NO.3

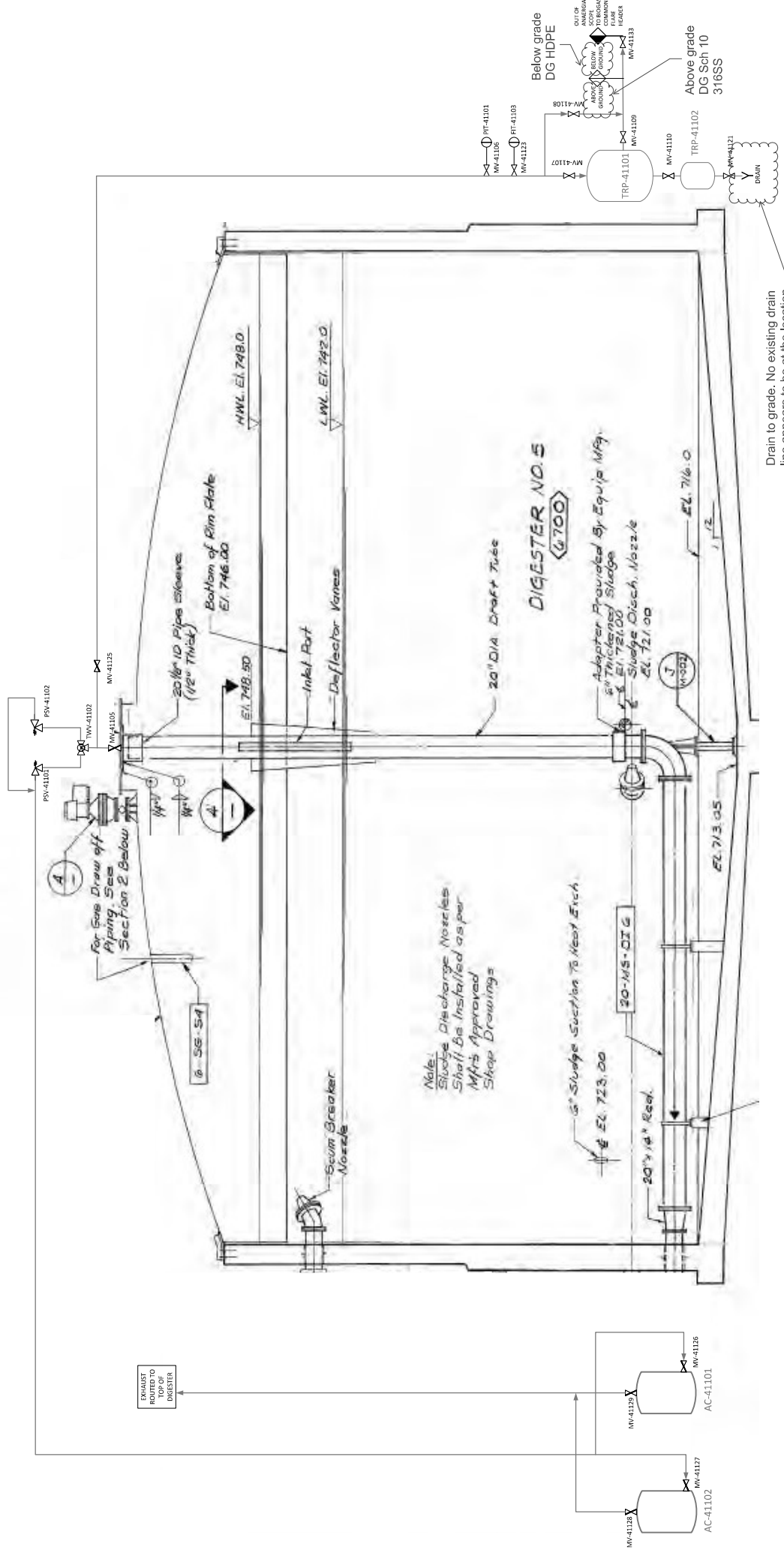
DIGESTER CONTROL BLDG NO.4

DIGESTER #3

DIGESTER #2

DIGESTER #1

100.00 ft
100.00 ft



For Gas Draw off Piping, See Section 2 Below

20 1/8" ID pipe sleeve (1/2" Thick)
Bottom of Rim Plate
E1. 746.00

E1. 748.50
Inlet Port
Deflector Vanes

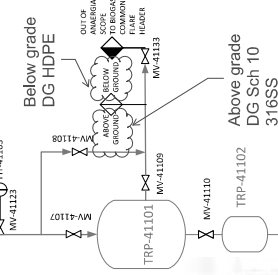
20" DIA Draft Tube

DIGESTER NO. 5
(6700)

Adapter Provided by Equip Mfg.
2" Thickened Sludge
E1. 726.00
Sludge Disch. Nozzle
E1. 721.00

EL. 716.00
20" MS-DIG
20" x 1/4" Red.
EL. 713.05

Scum Breaker Nozzle
E1. 723.00



Drain to grade. No existing drain line appears to be at the location of this equipment.

Exhibit “C”

SCHEDULE OF VALUES

Item No.	Description of Work	Scheduled Value (\$USD)
1	Project Management & Engineering Design	1,106,800
2	New Digester Mixers & Heat Exchangers	1,314,000
3	Sitework / Site Piping	1,033,200
4	Demolition	111,100
5	Concrete	832,200
6	Coating	529,000
7	Mixer Installation	84,200
8	Equipment	77,100
9	Digester Roof – Demo	466,300
10	Digester Roof – New Roof Dome	1,619,300
11	Piping	695,500
12	Electrical & Instrumentation	1,225,000
Subtotal		9,093,700
13 – Allowance*	Digester 4: Building Mechanical Upgrades	288,600
14 – Allowance**	Digester 5: Epoxy Injection / Xypex Waterproofing	125,700
TOTAL		9,508,000

*Item converts to lump sum upon completion of engineering design.

**Item charged as Time & Materials during this scope of work.

Exhibit “D”

PROJECT SCHEDULE

Project schedule is anticipated to be 18 months from NTP.

ID	Task Mode	Task Name	Duration	Start	Finish	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
38	Task	Concrete Coating Procurement	10 wks	Tue 7/2/24	Mon 9/9/24																			
39	Task	Construction	370 days	Tue 7/2/24	Mon 12/1/25																			
40	Task	Mobilization	2 wks	Tue 7/2/24	Mon 7/15/24																			
41	Task	Potholing & Investigations	8 wks	Tue 7/16/24	Mon 9/9/24																			
42	Task	Underground Piping Site Work	15 wks	Tue 11/19/24	Mon 3/3/25																			
43	Task	Digester No. 5	220 days	Tue 8/13/24	Mon 6/16/25																			
44	Task	Existing Dome Demolition	6 wks	Tue 8/13/24	Mon 9/23/24																			
45	Task	Concrete Coating (Upper)	10 wks	Tue 9/24/24	Mon 12/2/24																			
46	Task	Concrete Reinforcement (Footing/Wall)	10 wks	Tue 12/3/24	Mon 2/10/25																			
47	Task	Digester Dome Installation	10 days	Tue 2/18/25	Mon 3/3/25																			
48	Task	Equipment Installation (Mixers)	6 wks	Tue 3/25/25	Mon 5/5/25																			
49	Task	Gas Piping Installation	6 wks	Tue 5/6/25	Mon 6/16/25																			
50	Task	Digester Control Building No. 3	270 days	Tue 9/24/24	Mon 10/6/25																			
51	Task	Existing Pipe & Equipment Demolition	6 wks	Tue 9/24/24	Mon 11/4/24																			
52	Task	Heat Exchangers & Pump Installation	6 wks	Tue 3/25/25	Mon 5/5/25																			
53	Task	Piping & Support Installation	6 wks	Tue 5/6/25	Mon 6/16/25																			
54	Task	Electrical Conduit, Wire, Terminations	10 wks	Tue 6/17/25	Mon 8/25/25																			
55	Task	Set MCC & Terminate	3 wks	Tue 9/16/25	Mon 10/6/25																			
56	Task	Digester Control Building No. 4	50 days	Tue 6/17/25	Mon 8/25/25																			
57	Task	Piping & Support Installation	10 wks	Tue 6/17/25	Mon 8/25/25																			
58	Task	Testing	8 wks	Tue 10/7/25	Mon 12/1/25																			
59	Task	Substantial Completion	1 day	Tue 12/2/25	Tue 12/2/25																			



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

Exhibit “E”

SUBSTANTIAL COMPLETION

Substantial completion shall be achieved upon successful completion of testing that demonstrates Digester 5 system functionality:

- Hydrostatic testing with water
- Functional testing of mixers with clean water
- Heat exchanger testing
- Dome pressure testing

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 Scope of Work shall be deemed complete, and City shall release final payment(s) due to the Design-Build Entity.

PERFORMANCE BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE (“CITY”) awarded to **[**Insert Name of DESIGN BUILD ENTITY**]**, **[**Insert business entity type, for example: a California corporation, a limited partnership, a limited liability company, etc.**]**, **[**Insert mailing address**]**, State Contractor’s License No. **[**Insert Number**]**, (“PRINCIPAL”) a contract for performance of the work described as **[**Insert Name of Project**]**; **[**Insert RFP No. _____**]** (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, _____ (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]** for which payment well and truly to be made to CITY or CITY’s successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL’s part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY’s officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Telephone Number _____

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

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

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

PAYMENT BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE (“CITY”) awarded to **[**Insert Name of DESIGN BUILD ENTITY**]**, **[**Insert business entity type, for example: a California corporation, a limited partnership, a limited liability company, etc.**]**, **[**Insert mailing address**]**, State Contractor’s License No. **[**Insert Number**]**, a contract for performance of the work described as **[**Insert Name of Project**]**; **[**Insert RFP No. _____**]** (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond (“BOND”) to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS, _____ (“SURETY”), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]** for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL’s subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney’s fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Telephone Number _____

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

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

By _____(Seal)

Typed Name and Title

Surety

_____(Seal)
Attorney-In-Fact

Typed Name and Title