

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES  
BETWEEN THE  
CITY OF RENO, CITY OF SPARKS  
AND  
AQUA-AEROBIC SYSTEMS, INC.

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation and the City of Sparks, a municipal corporation, (both hereinafter referred to as "City") and Aqua-Aerobic Systems, Inc. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the attached proposal;

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. PROFESSIONAL STANDARDS. The Contractor shall provide the services set forth herein in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for specified use, of good quality, with no material defects.
2. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.
3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of contract.
4. CONTRACT TERM. This Contract shall be effective on January 11, 2021 for a period of twenty-six (26) weeks.
5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

City: City of Reno  
John Flansberg  
Director of Public Works

If by personal service:  
1 East First Street  
Reno, NV 89501

If by mail:  
P.O. Box 1900  
Reno, NV 89505

City of Sparks  
John Martini, P.E.  
Assistant City Manager  
If by personal service  
431 Prater Way  
Sparks, NV 89431  
If by mail  
PO Box 857  
Sparks, NV 89432

Contractor: Aqua-Aerobic Systems, Inc.  
Joe Tardio, Product Manager  
– AquaNereda®  
6306 N. Alpine Rd.  
Loves Park, IL 61111

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$165,000.00 per Attachment A. The City of Reno's share is the sum of \$113,239.50 and the City of Sparks' share is the sum of \$51,760.50.

7. INCORPORATED DOCUMENTS – PROPOSAL. The parties agree that the scope of work shall be specifically described in Attachment A.

8. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, pandemic, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

16. INSURANCE. Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than one million dollars (\$1,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City, or in an amount not less than two million dollars (\$2,000,000) covered in combination with Commercial General Liability and Umbrella policies. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non- payment of premium at least ten (10) days prior written notice of cancellation.

Automobile coverage at least as broad as Insurance Services Office business auto coverage form CA OO 01 10 13 or an equivalent form covering automobile liability symbol 1 "Any Auto". In lieu of a separate business auto liability policy, the City may agree to accept auto liability covered in the CGL policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal licenses, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the mutual property of the City and the Contractor and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant

program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree where expressly prohibited by law or ordinance, no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

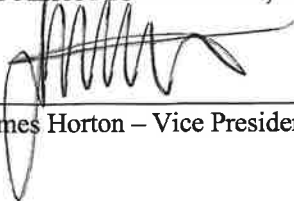
27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

AQUA-AEROBIC SYSTEMS, INC

By:  \_\_\_\_\_ 11/18/2008  
James Horton – Vice President, Process Group

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

By: \_\_\_\_\_  
Ashley D. Turney, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

CITY OF SPARKS

ATTEST:

By: \_\_\_\_\_  
Ed Lawson, Mayor

By: \_\_\_\_\_  
Lisa Hunderman, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chet Adams, City Attorney

## Attachment A



**AQUA-AEROBIC SYSTEMS, INC.**  
A Metawater Company

## Proposal No. 116013

**To:** City of Reno

**Project:** Truckee Meadows WRF

**Attn:** Matt Smith  
(herein after the "Piloting Party")

**Date:** November 11, 2020

---

Aqua-Aerobic Systems, Inc. (Aqua-Aerobic) is pleased to quote to the Piloting Party, for acceptance within thirty (30) business days of this date; prices, terms and conditions for the equipment and services relating to the proposed pilot testing are listed below. Arrival of the unit requires a minimum of thirty (30) days from receipt of the proposal acceptance, subject to availability.

The proposed pilot testing will be conducted at the Truckee Meadows WRF in Reno, NV commencing on January 11, 2021 (weather-dependent) for a minimum period of twenty-four (24) consecutive weeks of operation, plus two (2) additional weeks for commissioning and decommissioning, for a total of twenty-six (26) weeks on site.

### Items provided by Aqua-Aerobic:

- ❖ One (1) AquaNereda® Aerobic Granular Sludge Technology pilot unit including:
  - Pilot Height: 23'
  - Pilot Footprint
    - Unit AGS-1: 40'x12' (Two Reactors) 2" Feed / 2" Drain
  - Power requirements are 480 volts, 3Ø, 60 Hz, 60 amps (100' cable supplied)
  - Reactor Setup:
    - Reactor Dimensions: 24" dia x 21'h
    - Process Volume: 450 gal
    - Instrumentation (including SCADA system)
      - Reactor NH4-N Analyzer
      - Reactor PO4-P Analyzer
      - Reactor DO Probe
      - Reactor Nitrate Probe
      - Reactor ORP Probe
      - Effluent Turbidity

\*NOTE: ADDITIONAL EQUIPMENT MAY VARY BY PILOT UNIT.



An Aqua-Aerobic Field Technician will assist in start-up and optimization of the pilot unit. A minimum of six (6) trips to the jobsite shall be provided as follows:

- Trip 1: Two (2) Aqua-Aerobic Technicians will make an initial trip to the jobsite upon arrival of the pilot unit at the jobsite. The initial trip shall be for setup of the pilot including: pilot placement, reactor and railing assembly, connection of pipping and electrical to the unit, seeding of reactor and initial startup.
  - Trip 2: An Aqua-Aerobic Process Engineer will arrive the week after setup for assessment of the reactor biomass and equipment performance. General training for the plant staff will also be provided on pilot operation, maintenance and process specific sampling and testing requirements.
  - Trips 3-7: An Aqua-Aerobic Technician or Process Engineer will visit monthly to inspect the pilot operation and optimize performance.
  - Trip 8: An Aqua-Aerobic Process Engineer shall make a trip to the jobsite during the final week of operation to gather additional operational data and inspect equipment conditions. Preliminary pilot results can be discussed to determine if the duration of the pilot is to be extended. Aqua-Aerobic Technician will modify operations as needed for the additional term.
  - Trip 9: Two (2) Aqua-Aerobic Technicians will decommission the pilot and pack the equipment for shipment.
- ❖ A pilot testing summary report will be provided no later than 5 weeks *after final data is received*.

**Items provided by the Piloting Party:**

- ❖ A complete ship to address, contact name with phone number for carrier advance delivery notification, and days and times deliveries can be accepted.
- ❖ Pilot site location with:
  - Feed water, electrical power connection, chemicals, and blocking materials to level the Pilot Unit.
  - Stable surface such as a concrete slab is required.
- ❖ Safety training as required for the plant facility, if necessary.
- ❖ List of required safety equipment for Aqua-Aerobic Technician, if necessary.
- ❖ Freeze protection of the Pilot Unit, if necessary.
- ❖ Personnel to assist in installation of all piping connections, electrical power connection, and the disconnection/cleaning of the pilot unit upon conclusion of the field testing.
- ❖ Additional hose, tote (or day tank), and pump to simulate upset high suspended solids loading conditions, if needed.
- ❖ Crane for installing and uninstalling top of reactor column.
- ❖ Personnel for day to day operation of the AquaNereda pilot unit. Those Individuals that are trained and have access to the pilot shall:
  - Not take any pictures during of the pilot unit internals unless Aqua-Aerobic has expressly given such consent.
  - Treat as confidential, hold in confidence and not copy, duplicate, sell, lease or otherwise use, disclose or reproduce Confidential Information given verbally by Aqua-Aerobic personnel
    - Definition of "Confidential Information" : any and all information and data related to the Nereda® Technology, transferred orally, whether of a technical, operational, intellectual or any other nature, including, but not limited to designs, operations, technical data, calculations, computer programs, computer program data, and any other intellectual

rights or properties of Royal HaskoningDHV, its holding company, subsidiaries or affiliates, which information and data are at the moment of supply not in the public domain or otherwise freely accessible and/or available.

- Limit access to the pilot unit to only those identified to Aqua-Aerobic as necessary to the operation, maintenance, or having direct involvement in the design and/or selection of the AquaNereda technology.
- Use the provided locks to secure the pilot unit when not supervised
- Piloting Party shall not use the resulting pilot data for any purposes other than regulatory, technology selection, or freedom of information requests unless Aqua-Aerobic has expressly given such consent.
- ❖ Sampling per the testing protocol
  - Recording daily pilot related data and operational activities.
  - Performing the necessary laboratory tests and recording the related test results on AASI provided data sheets.
  - Delivery of samples, if required, to be sent to an outside certified lab.
- ❖ Copies of all on-site test results and operational data collected during the pilot study to Aqua-Aerobic.
- ❖ Access rights for Aqua-Aerobic personnel to monitor and operate the pilot equipment, to provide inspections as necessary, and to take photographs/video tape of the Aqua-Aerobic equipment during installation or any time during the piloting period.

**Pilot Test Fees:**

- ❖ Equipment Rental:
  - \$15,000/month
  - Duration = 12 weeks \$45,000
  - Extension = 12 weeks \$30,000  
(at \$10,000/month)
- ❖ Services:
  - 3 days onsite + 2 travel days per trip
  - 11 trips at \$1,200/day \$66,000
- ❖ Freight Charges: \$24,000
- ❖ Taxes: Please include tax exempt form.
- ❖ Total Fee (excluding tax, if applicable) **\$165,000**
- ❖ TAXES: State and/or local taxes are not included in the fees but, if applicable, will be added to the invoice(s) unless a valid resale/exemption certificate is provided with the executed Agreement.
- ❖ The pilot rental period can be extended at a rate of \$10,000 per month. With an extension we would require one (1) trip to the site by an Aqua-Aerobic Process Engineer per additional month of operation. This would be charged at the same rate of \$1,200 per day.
  - A notice to extend must be received by Aqua-Aerobic no later than 45 days prior to the end of the initially agreed-upon testing period.
  - Prior to submitting a change order for the extension of the pilot study, it is recommended that Aqua-Aerobic and the piloting party discuss the specific goals of continued testing and complete and review an updated protocol that reflect this.

---

**The Following Notes apply to the Aqua-Aerobic Proposal:**

- The Piloting Party shall pay Net 30 days from the date of shipment of the pilot testing equipment, inclusive of fees for the specified term, field service technician and expenses for start-up, operational training and oversight, and decommissioning consisting of four (4) trips and freight charges for delivery and return of the pilot unit.
- Any additional assistance and trips shall be billed at One Thousand Two Hundred Dollars (\$1,200.00) per day including travel days to and from Loves Park, Illinois plus air fare and expenses billed at actual cost.
- The Piloting Party agrees that the Pilot Unit shall not be operated with waste containing hazardous wastewater or material, as defined by the United States Environmental Protection Agency (USEPA).
- The Pilot Unit shall at all times remain the property of Aqua-Aerobic, and the Piloting Party shall have no right, title, or interest therein.
- Aqua-Aerobic shall supply at its expense all replacement parts that may be required due to the normal wear and tear of everyday operation.
- Piloting Party shall bear all risk of loss and damage to the Pilot Unit from any cause other than equipment defects and normal operational wear and tear. Any charges for repairs that result from damages will be billed to the Piloting Party at cost and are subject to payment by the Piloting Party within ten days from the date of invoice from Aqua-Aerobic.
- Piloting Party shall indemnify and hold harmless Aqua-Aerobic from all claims, actions, costs, expenses, damages and liabilities including attorneys' fees arising out of, or in connection with, the use, possession, or maintenance of the Pilot Unit by the Piloting Party.
- Except as required under Local, State, and Federal laws, the Piloting Party shall not release the Testing Protocol, operational parameters or performance data without written permission from Aqua-Aerobic. The Piloting Party will, using reasonable diligence, safeguard the confidentiality of the information required for and generated by this pilot study and not disclose any part of it to any person or entity other than to those employees, officers, elected and appointed officials, and consultants of its respective companies and/or other related associates who might require access to the information for the purposes set forth in this Agreement unless agreed to by Aqua-Aerobic, which will not be unreasonably withheld.

**Proposal Date: November 11, 2020**

**Proposal No. 116013**



**AQUA-AEROBIC  
SYSTEMS, INC.**  
A Molquist Company

**Please provide the following information:**

BILL TO ADDRESS (if different from proposal address):

City of Reno

1 E. First Street, 7th Floor

Reno, NV Zip 89501

SHIP TO ADDRESS:

Truckee Meadows Water Reclamation Facility

8500 Clean Water Way

Reno NV Zip 89502

Shipping Contact Name: Operations Phone #: 775-861-4100

Deliveries are accepted on which days of the week? (circle all that apply)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable Hours of Delivery: 8:00 AM to 4:00 PM

**Please give notice of pilot departure and likely date of arrival.  
775-336-5502 Casey Mentzer**

Operation Duration: 24 weeks

Number of Reactors: 2

**24 Week Protocol:**

	<u>Standard</u>		<u>Extension</u>
<b>Week 1</b>	<b>Commission</b>	<b>Week 14</b>	<i>tbd</i>
<b>Week 2</b>	<b>Acclimation</b>	<b>Week 15</b>	<i>tbd</i>
<b>Week 3</b>		<b>Week 16</b>	<i>tbd</i>
<b>Week 4</b>		<b>Week 17</b>	<i>tbd</i>
<b>Week 5</b>		<b>Week 18</b>	<i>tbd</i>
<b>Week 6</b>	<b>Annual Average</b>	<b>Week 19</b>	<i>tbd</i>
<b>Week 7</b>		<b>Week 20</b>	<i>tbd</i>
<b>Week 8</b>		<b>Week 21</b>	<i>tbd</i>
<b>Week 9</b>	<b>Max Month</b>	<b>Week 22</b>	<i>tbd</i>
<b>Week 10</b>		<b>Week 23</b>	<i>tbd</i>
<b>Week 11</b>		<b>Week 24</b>	<i>tbd</i>
<b>Week 12</b>		<b>Week 25</b>	<i>tbd</i>
<b>Week 13</b>	<b>Wet Weather</b>	<b>Week 26</b>	<b>Decommission</b>

**Pilot Objectives:**

- Validate design criteria and ability to achieve effluent objectives.
- Discuss other desired testing scenarios to assess during the 3 month extension.

---

**Proposal Date: November 11, 2020**

**Proposal No. 116013**



**AQUA-AEROBIC  
SYSTEMS, INC.**  
A Molokini Company

---

**Please describe any desired deviation from the standard protocol below:**

**Recommended Weekly Testing:**

Analyte	UOM	Influent	Effluent	Testing Per Reactor		Single Total	Double Total
				Reactor	Waste		
COD	mg/L	3	3			6	9
sCOD	mg/L	3	3	1		7	11
cBOD <sub>5</sub>	mg/L	3	3			6	9
Total N	mg/L		3			3	6
TKN	mg/L	3	3			6	9
NH <sub>4</sub> -N	mg/L	3	3			6	9
NO <sub>2</sub> -N	mg/L		3			3	6
NO <sub>3</sub> -N	mg/L		3			3	6
Total P	mg/L	3	3			6	9
sOrtho-P	mg/L	3	3			6	9
Alkalinity	mg/L	1	1			2	3
FOG	mg/L	1				1	1
Sieve Bottom	g/L			1		1	2
SSV - Top (5,10,15,20,25,30)	ml/L			2		2	4
SSV - Bottom (5,10,15,20,25,30)	ml/L			2	1	3	6
OUR	mg/L-hr			2		2	4
TSS	mg/L	3	3	4	1	11	19
VSS	mg/L			2		2	4
<b>Total Analyses</b>		<b>26</b>	<b>34</b>	<b>14</b>	<b>2</b>	<b>76</b>	<b>126</b>