MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
11:00 AM, WEDNESDAY, JANUARY 2, 2019

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “For Information” or “For Discussion” may also be the subject of an “action” taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF A QUORUM
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
5. ADDITIONAL ITEMS TO THE AGENDA
   Determine the need to add items to the agenda. In order for the Board to add an item to the agenda it must make a determination that: (i) The item came to the attention of the Board after the posting of the agenda; (ii) That there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add the item in question to the agenda for consideration consistent with the provisions of the Brown Act.
6. AUTHORIZATION TO PROCEED WITH THE QUOTE SOLICITATION PROCESS TO PROCURE LANDSCAPE SIGNAGE FOR THE LILLIAN KAWASAKI DEMONSTRATION GARDEN
   Capital Improvement Projects (CIP) Committee Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize Staff to proceed with the quote process, soliciting offers from not less than three and accept the lowest responsible bidder.
7. AMENDMENT NO. 3 TO KINDEL GAGAN, INC PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC SUPPORT SERVICES
   External Affairs Committee Recommendation: The External Affairs Committee recommends that the Board of Directors authorize the General Manager to execute Amendment No. 3 to the Professional Services Agreement with Kindel Gagan, Inc., subject to approval as to form by District Counsel, for an amount not to exceed $192,000 with a contract term time extension through December 31, 2020.
8. **AUTHORIZE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH DAKOTA COMMUNICATIONS FOR ADVOCACY SUPPORT SERVICES**  
*External Affairs Committee Recommendation*: The External Affairs Committee recommends that the Board of Directors execute Amendment No. 3 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $335,000 and extend the term of the agreement to December 31, 2020.

9. **AWARD OF 6-MONTH GENERAL SERVICES CONTRACT TO UNIVAR FOR SUPPLY AND DELIVERY OF CHEMICALS TO ALL WRD TREATMENT FACILITIES**  
*Capital Improvement Projects (CIP) Committee Recommendation*: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors award a general services contract to Univar, with a term that ends on June 30, 2019 and a cost not to exceed $25,000, to supply and deliver bulk chemicals to all the WRD treatment facilities.

*Staff Recommendation*: The Board of Directors adopt Resolution No. 19-1093.

11. **EMERGENCY RESOLUTION 18-1089 UPDATE**  
*Staff Recommendation*: Staff recommends the Board of Directors receive and file the report.

12. **DISTRICT COUNSEL’S REPORT**

13. **AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS**

14. **WRD BOARD MEETING DATES**
   
   A. January 2, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
   
   B. January 17, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
   
   C. February 7, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
   
   D. February 21, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

15. **CLOSED SESSION**
A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9 (b) Name of Case: Water Replenishment District v. Tesoro Refining LASC Case No. BC493914

B. Conference with Legal Counsel – Anticipated Litigation (2), pursuant to Government Code §54956.9 (b)

C. Public Employee Performance Evaluation pursuant to Government Code §54957 Title: General Manager

16. CLOSED SESSION REPORT

17. ADJOURNMENT
   The Board will adjourn to the next regular Board of Directors meeting currently scheduled for January 17, 2019.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Brandon Mims, Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District’s website, www.wrd.org.

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
DATE: JANUARY 2, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZATION TO PROCEED WITH THE QUOTE SOLICITATION PROCESS TO PROCURE LANDSCAPE SIGNAGE FOR THE LILLIAN KAWASAKI DEMONSTRATION GARDEN

SUMMARY

The Lillian Kawasaki Demonstration Garden that will be constructed at the Albert Robles Center (ARC) is being designed to educate visitors about water conservation and international drought-tolerant or California native species. Planned educational areas of the garden include upper, middle, and lower San Gabriel River watershed plantings, a pollinator garden, a native lawn area, a shade garden, and a rooftop garden including succulents and native groundcover. Staff have been working with RJM consulting and the Rivers and Mountains Conservancy to develop an inspirational and directional signage program to accompany the garden and guide visitors through the many demonstration areas. Once the artwork is finalized, the signs will be fabricated by a signage company and installed by the ARC contractors. A request for proposals was sent to known signage fabrication companies and was posted online during the period of November 8th to November 27th, 2018. No submissions were received in response to the procurement effort. WRD Admin code section 10.2.2 (j)(iii) and CA Water Code Section 60616 provide that, provides “In the case of contracts for the purchase of materials only, the Board may reject all bids and thereafter may solicit offers from not less than three responsible persons to furnish materials.” Staff are requesting permission to proceed with the quote solicitation process.

FISCAL IMPACT

Funds for the Landscape Signage are available in the External Affairs FY18-19 Budget, under the Office Expense - Water Conservation Account (EAC 5620). As of December 2018, the available balance in EAC 5620 is $124,000.
CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize Staff to proceed with the quote process, soliciting offers from not less than three and accept the lowest responsible bidder.
MEMORANDUM
ITEM NO. 7

DATE: JANUARY 2, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AMENDMENT NO. 3 TO KINDEL GAGAN, INC PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC SUPPORT SERVICES

SUMMARY

On June 23, 2016, the District’s Board of Directors approved a Professional Services Agreement (Contract Amendment No. 1) with Kindel Gagan, Inc. (firm) for strategic support services through June 30, 2017. The firm serves as a policy advisor to the District, providing assistance in developing and implementing District plans, programs and policy initiatives, which include but are not limited to the Strategic Plan, Basin Master Plan, Water Independence Now (WIN) program, the Albert Robles Center for Water Recycling and Environmental Learning (ARC), storm water capture, and groundwater storage related projects. Kindel Gagan, Inc. continues to be instrumental in advising the District on various legislative analysis and strategic initiatives.

On August 24, 2017, the District entered into a second agreement with a contract expiring on June 30, 2019. In order to ensure seamless continuance of strategic support services, the External Affairs Committee on November 21, 2018, recommended extending the current contract term and adjusting the contract amount accordingly to cover an additional 18 months. The revised contract will begin when the current contract ends on June 30, 2019.

FISCAL IMPACT

Funds to be allocated in the FY 2019-20 and FY 2020-21 budgets. The projected fiscal impact for strategic support services with Kindel Gagan, Inc. is for an estimated $10,000 monthly plus expenses for a total contract amount not to exceed $192,000.
EXTERNAL AFFAIRS COMMITTEE RECOMMENDATION

The External Affairs Committee recommends that the Board of Directors authorize the General Manager to execute Amendment No. 3 to the Professional Services Agreement with Kindel Gagan, Inc., subject to approval as to form by District Counsel, for an amount not to exceed $192,000 with a contract term time extension through December 31, 2020.
AMENDMENT NO. 3 TO CONTRACT NO. 839  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
AND  
KINDEL GAGAN, INC  

This Amendment No. 3 to Contract No. 839, is made and entered into this 2nd day of January, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Kindel Gagan, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On August 6, 2015, a certain agreement, hereinafter referred to as Contract No. 839 (“Agreement”), was executed between the District and Consultant for said Consultant to provide strategic support services to WRD; and

B. WHEREAS, on June 23, 2016, District and Consultant entered into Amendment No. 1 to increase the budgetary amount; and

C. WHEREAS, on August 24, 2017, the District and Consultant entered into Amendment No. 2 to extend the term of the Agreement and to increase the budgetary amount; and

D. WHEREAS, the District and Consultant now desire to enter into Amendment No. 3 to extend the term of the Agreement through December 31, 2020 and to increase the budgetary amount for continued strategic support services, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to December 31, 2020 (the “Expiration Date”).

2. Consultant Rate Schedule: The budgetary amount shall be increased by an amount not to exceed One Hundred Eighty Thousand Dollars ($180,000.00). Consultant shall be compensated a monthly fee for strategic support services of $10,000.00 each month; plus $225 per hour for any legislative analysis provided on an as needed basis.
3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.3, all other provision of the Agreement shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed as of the Effective Date.

KINDEL GAGAN, INC., ("CONSULTANT")

________________________
Signature

________________________
Print Name

________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________
Signature
John D.S. Allen
Print Name
President, Board of Directors
Title

________________________
Signature
Vera Robles DeWitt
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL • TREJO APC

Leal • Trejo APC
Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”

CONTRACT NO. 839
PROFESSIONAL SERVICES AGREEMENT
Kindel Gagan, Inc.

This Professional Services Agreement (the “Agreement”) is made and entered into this 6 day of August, 2015, by and between the Water Replenishment District of Southern California (“District”) and Kindel Gagan, Inc. (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on June 30, 2015 and shall end on June 30, 2016 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date.
of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 **Consultant’s Obligations Upon Termination.** Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. **Consultant’s Compensation.** District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** Consultant shall be paid in accordance with the Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 **Reimbursable Expenses.** Consultant shall be reimbursed for the following expenses. Provided, Consultant shall obtain the District’s prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 **Transportation, Meals and Lodging.** Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 **Miscellaneous Expenses.** Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimbursement Consultant for all out of pocket costs charged to Consultant by third parties although such reimbursement shall be at cost without any markup by Consultant.

3.3 **Invoices.** Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.
4. **Consultant’s Obligation to Provide Notice of Changes.** Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.
8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by
any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations; Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.
12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorney’s fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.
16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712  
Phone: (562) 921-5521  
Fax: (562) 921-6101

If to Consultant:

Michael Gagan  
Kindel Gagan, Inc.  
550 S. Hope Street, Suite 530  
Los Angeles, CA 90071  
Phone: 213-624-1550  
Fax: 213-6881550

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth
in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. Effective Date. This Agreement is effective as of the date first set forth above.

23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Sergio Calderon
Print Name
President, Board of Directors
Title

Signature
Rob Katherman
Print Name
Secretary, Board of Directors
Title

KINDEL GAGAN, INC. ("CONTRACTOR")

Signature
Michael S Gagan
Print Name
Partner
Title

Approved As To Format
LEAL, TREJO APC

H. Francisco Leal
David Alvarez for Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

MONTHLY SCOPE

• Serve as a policy advisor to the District; provide assistance in developing and implementing District plans, programs and policy initiatives, including but not limited to the Strategic Plan, Basin Master Plan, Water Independence Now (WIN) program, the Groundwater Improvement Reliability Program (GRIP), storm water capture, groundwater storage, and salt management and nutrient loading plans.

• Advise and assist the District on policy and strategic matters relating to the petitions to amend the Judgments; coordinate on behalf of the District Moving Party outreach meetings.

• Provide assistance to Board, Standing and Ad Hoc Committees as directed.

• Assist the District in drafting and editing Board staff reports and Director and staff presentations.

• Research and provide information on historical District actions and policies.

• Track and report on actions of the Delta Stewardship Council and other entities charged with implementing Delta ecosystem restoration and water supply reliability policies, programs and projects as those actions bear on District policies, plans, programs and projects.

HOURLY SCOPE (ON CALL)

• Provide assistance and advice to the District on governmental relations matters; analyze and report on local, state and federal legislative or administrative matters that bear on District policies, plans, programs and policies. Assist the District in preparing formal positions on local, state and federal legislative or administrative matters. Participate in meetings with local, state and federal District consultants.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated a monthly fee for strategic support services of $10,000; plus $225 per hour for any legislative analysis on an as needed basis.

2.0 A budgetary amount not to exceed $150,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
DATE: JANUARY 2, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH DAKOTA COMMUNICATIONS FOR ADVOCACY SUPPORT SERVICES

SUMMARY

Dakota Communications (Dakota) supports the District with a broad array of professional services including branding, collateral development, and project specific community outreach. These efforts have ensured that the District’s projects and programs maintain support from constituents and community leaders. Continued outreach to inform the public of the District’s progress and branding will cultivate and build upon the trusting working relationships with stakeholders.

In an effort to maintain continued public outreach and education about WRD’s projects throughout neighborhoods and communities within our service area, the External Affairs Committee on November 21, 2018 recommended extending the period of the contract and provide an additional budget amount for the increased scope of work. The revised contract will begin when the current contract ends on June 30, 2019. The terms of the contract will include Dakota Communications billing hourly (see fee scheduled below) with a minimum monthly retainer of $10,000. If the hourly billings exceed $10,000 in a calendar month, Dakota will charge the District an hourly rate thereafter.

Hourly Rate/Fee Schedule:
Partner -$295
Project Manager-$175
Graphics-$125
FISCAL IMPACT

Funds to be allocated in the FY 2019-20 and FY 2020-21 budgets. The projected fiscal impact for strategic support services with Dakota Communications is for an estimated $18,500 per month for a total contract amount not to exceed $335,000.

EXTERNAL AFFAIRS COMMITTEE RECOMMENDATION

The External Affairs Committee recommends that the Board of Directors execute Amendment No. 3 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $335,000 and extend the term of the agreement to December 31, 2020.
AMENDMENT NO. 3 TO CONTRACT NO. 832
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
DAKOTA COMMUNICATIONS

This Amendment No. 3 to Contract No. 832, is made and entered into this 2nd day
of January, 2019 (“Effective Date”), by and between the Water Replenishment District of
Southern California (hereinafter “District”), and Dakota Communications, (hereinafter
“Consultant”). The District and Consultant are collectively referred to herein as the
“Parties”.

I.  RECITALS

A.  WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to
as Contract No. 832 (“Agreement”), was executed between the District and Consultant
for the Consultant to assist the District in its public outreach efforts related to the
Groundwater Reliability Improvement Project (GRIP); and

B.  WHEREAS, on March 2, 2017 the District and Consultant entered into
Amendment No.1 in order to extend the term of the Agreement and increase the
budgetary amount; and

C.  WHEREAS, on May 16, 2018, the District and Consultant entered into
Amendment No.2 in order to increase the budgetary amount and to extend the term of the
Agreement for the continuation of GRIP public outreach efforts throughout the
neighborhood and communities surrounding the GRIP site due to the GRIP construction
project schedule being extended beyond the originally planned schedule; and

D.  WHEREAS, the District and Consultant now desire to enter into this
Amendment No. 3 in order to increase the budgetary amount, revise the Consultant’s
Scope of Work and Rate Schedule, and extend the term of the Agreement, as set forth
below, to assist the District with public relations outreach, graphics design services, and
maintain District branding guidelines.

II.  AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and
agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of
which is attached hereto as Exhibit “A”, and incorporated herein by reference shall
remain in full force and effect except as otherwise hereinafter provided.

I.  Term of the Agreement: The term of the Agreement shall be extended to
December 31, 2020 (the “Expiration Date”).

Water Replenishment District of
Southern California

Dakota Communications

Amendment #3 to Agreement #832
2. **Consultant Rate Schedule:** The existing budgetary amount shall be increased by an amount not to exceed Three Hundred Thirty Five Thousand Dollars ($335,000.00) for the services contemplated by this Amendment No. 3. Commencing on July 1, 2019 Consultant shall be compensated with a monthly base fee for advocacy services of $10,000.00; Consultant shall bill the District each month for all services rendered at the attached rate schedule in Exhibit “B” incorporated herein by this reference. In the event the total billings for any one month exceed the $10,000.00 base fee, Consultant shall be paid for the full amount billed in accordance with the hourly billings for that month.

3. **Scope of Work:** The existing Scope of Work of the Agreement is hereby revised to include additional scope, attached hereto as Exhibit “C” and incorporated herein by this reference. The revised scope of work will take effect starting on July 1, 2019.

4. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No. 3, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Agreement to be executed as of the Effective Date.

DAKOTA COMMUNICATIONS, ("CONSULTANT")

__________________________
Signature
__________________________
Print Name
__________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________  ____________________________
Signature  Signature
John D.S. Allen  Vera Robles Dewitt
__________________________  ____________________________
Print Name  Print Name
President, Board of Directors  Secretary, Board of Directors
__________________________  ____________________________
Title  Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”

CONTRACT NO. 832
This Professional Services Agreement (the "Agreement") is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California ("District") and Dakota Communications ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on June 30, 2015 and shall end on June 30, 2018 (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date.
of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 **Consultant’s Obligations Upon Termination.** Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. **Consultant’s Compensation.** District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** Consultant shall be paid in accordance with the Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 **Reimbursable Expenses.** Consultant shall be reimbursed for the following expenses. Provided, Consultant shall obtain the District’s prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 **Transportation, Meals and Lodging.** Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 **Miscellaneous Expenses.** Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although such reimbursement shall be at cost without any markup by Consultant.

3.3 **Invoices.** Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.
4. **Consultant’s Obligation to Provide Notice of Changes.** Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, and software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors, agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.
8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by
any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations: Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All polices except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

Rick Taylor – Partner, Lead Consultant

Kerman Maddox – Managing Partner
Erika Morales – Project Manager
Nicole Clark – Director, Community & Government Relations
Susan Haag – Strategic Communications Manager
Jeff Taylor – Senior Graphic Design Artist
Billy Parent – Assistant, Community & Government Relations

12.2.2 All policies shall be written on an occurrence basis. If a policy may only
be obtained on a claims made basis, the policy shall be maintained
continuously for a period of no less than three (3) years after the date of
final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without
twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary
to any insurance maintained by the District. All policies except
Professional Liability shall include waivers of subrogation in favor of the
District and its insurers.

12.2.5 All polices required under this Agreement shall be issued by companies
authorized to transact insurance business in the State of California
acceptable to the District and having a Best rating of A- or better.

13. Indemnification. Consultant shall indemnify, defend and hold harmless the District and
its directors, officers, employees, agents and representatives (collectively “District”),
from and against any and all claims, liabilities, costs, damages, suits, proceedings,
injuries (including injuries to real and personal property, and injuries to persons,
including death) incurred by District (“Losses”), as a result of Consultant’s breach of any
provision of this Agreement. Consultant’s failure to comply with applicable laws,
Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However,
Consultant’s obligation to defend shall arise regardless of any claim or assertion that the
District caused or contributed to the Losses. Nothing in this paragraph shall constitute a
waiver or limitation of any legal rights which the District may have including, without
limitation, the right to implied indemnity.

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement
shall be submitted to final and binding arbitration before an arbitrator who is a member of
the National Academy of Arbitrators. The parties will obtain a list of five names of
potential arbitrators from the National Academy of Arbitrators, or the American
Arbitration Association, and will take turns striking the names of arbitrators until one
arbitrator remains, who shall preside over the arbitration. The arbitrator will have no
power to rewrite any of the terms of this Agreement. The parties shall split the cost of
the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorney’s fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:
If to the District:

**Water Replenishment District of Southern California**
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

**Rick Taylor**
11845 W. Olympic Blvd., Suite 645
Los Angeles, CA 90403
Phone: 310-815-8444
Fax: 310-815-8414

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement sets forth the final, complete and exclusive expression of the Parties' agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Sergio Calderon
Print Name
President, Board of Directors
Title

Signature
Rob Katherman
Print Name
Secretary, Board of Directors
Title

DAKOTA COMMUNICATIONS ("CONTRACTOR")

Signature
Print Name
Title

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

1.0 SCOPE

This statement of work defines the effort for the Groundwater Reliability Improvement Project (GRIP) Lead Consulting Firm, Dakota Communications.

2.0 OVERVIEW

Thank you for the opportunity to present a scope of work for the GRIP project. We have enjoyed working together on this project over the last two years.

Dakota Communications shall lead the GRIP consulting team to provide a variety of public relations consulting services. These services will include but are not limited to: community outreach, stakeholder outreach, public affairs consultation, collateral development, strategic planning, media relations, and event planning and implementation. On this project, Dakota Communications will work closely with WRD Board Members and Staff and the consulting team to achieve GRIP objectives throughout the District.

3.0 DESCRIPTION OF SERVICES

3.1 COMMUNITY AND STAKEHOLDER OUTREACH

- Community Outreach – Dakota Communications shall direct the consulting team and work closely with WRD staff in community outreach efforts to garner support for GRIP.
- Stakeholder Outreach—Dakota Communications shall assist in the direct communications and meeting coordination for key stakeholders. Key stakeholders include but are not limited to: environmental organizations, health groups and officials, the religious community, neighborhood groups and leaders, and labor organizations, etc.
- Elected Official Outreach—Dakota Communications shall work closely with WRD Board Members and staff to communicate and arrange meetings with key Elected Officials to educate and earn their support on GRIP.

3.2 COLLATERAL DEVELOPMENT

- Dakota Communications shall oversee the following tasks for the development of collateral materials (postcards, flyers, newsletters, and brochures) that relate to the GRIP project.
  - Graphic Design and Artwork.
  - Assist in Messaging, Copy and Text – (English/Spanish).
- Print and Mail of all collateral materials.
- Develop Design Guideline Book
3.3 CONSULTATION WITH GRIP COMMITTEE, BOARD OF DIRECTORS, EXTERNAL AFFAIRS COMMITTEE

- GRIP Committee Meetings – Dakota Communications shall update the GRIP committee on an ongoing basis.
- Board of Directors – Dakota Communications shall attend WRD Board Meetings and advise on developments with the GRIP project and the AWT site in Pico Rivera.
  - Public Affairs— Dakota Communications shall provide public affairs consultation and strategic counsel regarding the GRIP project to WRD board members in coordination with WRD Staff.
  - Crisis Management – Dakota Communications shall assist in the mitigation of public affairs issues that pertain to the GRIP project.
- External Affairs – Dakota Communications shall work closely with WRD External Affairs to achieve community and stakeholder outreach objectives for GRIP District wide.
- Key Public Meetings – Dakota Communications shall assist in coordinating the community outreach and planning for key public meetings and hearings throughout the district on the GRIP project.

3.4 MEDIA RELATIONS

- Press Releases – Dakota Communications shall work closely with the earned media consultant to oversee press releases for GRIP milestones.
- Op-Ed Development and Placement – Dakota Communications shall work closely with the earned media consultant to help direct strategic placement of Op-Ed’s pertaining to GRIP in major local newspapers.
- Website – Dakota Communications shall oversee the design and content of the GRIP website.
- Social Media – Dakota Communications shall design a social media program in coordination with WRD staff.

3.5 EVENT PLANNING AND IMPLEMENTATION

- Event Outreach – Dakota Communications shall assist in the community outreach, planning, and implementation of events that pertain to GRIP and the AWT site.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNER</td>
<td>$262.50</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
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</tr>
<tr>
<td>GRAPHIC DESIGN</td>
<td>$110.00</td>
</tr>
<tr>
<td>PROJECT ASSISTANT</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $350,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT “B”
CONSULTANT RATE SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate/Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
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</tr>
<tr>
<td>Project Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Graphics</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
EXHIBIT “C”

SCOPE OF WORK

Dakota Communications will perform various functions for the District including:

- Assisting in public relations including media relations, media strategies, strategic communications, help in coordination of community events and assist in preparing directors or staff for media or civic events;
- Provide overall graphic services including design of newsletters, invites, flyers, newspapers, and other print materials;
- Maintain updated branding guidelines for the district and coordinate print production schedule with district staff;
- Under direction of the District, advocate on behalf of WRD with the County of Los Angeles. Dakota will retain John Ek at the partner’s rate to assist in this involvement.
DATE: JANUARY 2, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AWARD OF 6-MONTH GENERAL SERVICES CONTRACT TO UNIVAR FOR SUPPLY AND DELIVERY OF CHEMICALS TO ALL WRD TREATMENT FACILITIES

SUMMARY

On September 19, 2018, the WRD Board of Directors approved the release of a Request for Proposal (RFP) to procure chemical vendors for all of WRD’s water treatment facilities, including the future Albert Robles Center (ARC), as well as the existing Robert W. Goldsworthy Desalter (Goldsworthy Desalter) and Leo J. Vander Lans Advanced Water Treatment Facility (LVL AWTF). Currently, chemical procurement is being conducted separately by the operating entities under contract with WRD. Having the same supplier(s) for chemicals at all WRD facilities will result in cost savings since we will be procuring larger volumes and can negotiate desired services, such as response and delivery times.

On November 1, 2018, WRD issued an RFP for the Supply and Delivery of Chemicals to All WRD Water Treatment Facilities. On November 20, 2018, the District received six proposals, which were reviewed by District staff. WRD did not receive any bids for 9 of the 15 bulk chemicals. WRD staff contacted various chemical firms regarding the RFP and discovered that many firms did not bid mainly due to the term of the contract. Chemical firms prefer to establish 1-year contracts due to fluctuating costs for raw products to manufacture chemicals. As a result, staff would like to revise the RFP accordingly and reissue a new RFP to procure vendors for all the bulk chemicals that may be used at one or more of the WRD treatment facilities. Staff believes that the revised RFP will result in competitive pricing for all bulk chemicals.

To continue bulk chemical deliveries to the WRD facilities while permanent chemical vendors are procured via the proposed revised RFP, WRD staff would like to issue a
temporary 6 month general services contract for a cost not to exceed $25,000 to Univar for the supply and delivery of bulk chemicals, especially for the ones where bids were not received, to all the WRD treatment facilities.

**FISCAL IMPACT**

The fiscal impact for this temporary 6-month contract is $25,000. There is sufficient funding for this expenditure within the Operations budgets for WRD’s three treatment plants (Albert Robles Center [ARC], Robert W. Goldsworthy Desalter [Goldsworthy Desalter] and Leo J. Vander Lans Advanced Water Treatment Facility [LVL AWTF]), which all incorporate the purchasing of bulk generic chemicals and specialty chemicals as required for plant operations and permit compliance. The budget for chemical expenditures for Fiscal Year 2018/19 is $2,240,000. Chemical expenditures are all charged against G/L Code 5680 within each of the three budgets to allow more comprehensive tracking.

**CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors award a general services contract to Univar, with a term that ends on June 30, 2019 and a cost not to exceed $25,000, to supply and deliver bulk chemicals to all the WRD treatment facilities.
This General Services Agreement (the “Agreement”) is made and entered into this __ day of January, 2019, by and between the Water Replenishment District of Southern California (“District”) and Univar, (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain chemical supplies upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services to supply and deliver quantities of chemicals to meet the operational and maintenance needs of the facilities as described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1. **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2. **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement and as described in Exhibit A-1.

2. **Term.** The term of this Agreement shall commence on January __, 2019 and shall end on June 30, 2019 (the “Expiration Date”). At least thirty (30) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

   2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time within five (5) calendar days written notice to Contractor. Contractor’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Contractor understands and agrees that
it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

3. **Contractor’s Compensation.** District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

   3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed twenty-five thousand dollars ($25,000.00).

   3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Contractor achieves such results.
5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Contractor shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Tom Knoell, Ken Ortega.

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor.
Contractor shall be solely responsible for payments to any subcontractors. Contractor shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.

8. **Compliance With Laws and Regulations; Licensing.** Contractor shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Contractor represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

9. **Chemical Specifications.** The Product shall comply with the specifications as described in Exhibit A-1.

**Insurance.** Contractor, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and any subcontractor providing services shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor shall provide and maintain coverage at least as broad as the following:

9.1 **Required Policies.**

9.1.1 **Commercial General Liability Insurance.** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least three million dollars ($3,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 or insurer’s equivalent endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

9.1.2 **Business or Comprehensive Automobile Liability Insurance,** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.
9.1.3 Employers’ Liability Insurance with limits of no less than $1,000,000 per claim and $1,000,000 in the aggregate.

9.1.4 Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

9.1.5 Contractor’s Pollution Liability: with limits no less than $10,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

9.2 Required Terms.

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents, representatives.

9.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

9.2.3 All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed, or materially adversely changed for any reason, without thirty (30) days notice thereof given by the insurer to WRD.

9.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District.

9.2.5 All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

9.2.6 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

9.3 Evidence of Coverage

9.3.1 Contractor shall furnish WRD with certificates of insurance with additional insured including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by WRD prior to the date on which Contractor begins delivery.
10. **Indemnification.** Contractor shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.
12. **Health and Safety Programs.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.
14. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Contractor shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

15. **Equal Opportunity.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Contractor and the District, which consent and approval may be withheld in the sole and absolute discretion of the District.

17. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

18. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101
Remit all invoices to:

Accounts Payable  
Water Replenishment District of  
Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712  
(562) 921-5521

If to Contractor:

Ron Edelman  
UNIVAR  
525 Seaport Blvd.  
Redwood City, CA 94603  
Phone: 323-837-7020  
Mobile: 510-329-8391  
Fax: 323-837-7100  
Email: ron.edelman1@univar.com

19. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.

20. Integration; Construction. This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

21. Effective Date. This Agreement is effective as of the date first set forth above.

22. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

[SIGNATURES ON THE NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

______________________________  ________________________________
Signature                        Signature
John D.S. Allen                  Vera Robles DeWitt
Print Name                       Print Name
President, Board of Directors    Secretary, Board of Directors
Title                            Title

UNIVAR, ("CONTRACTOR")

______________________________
Signature
Print Name
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

1. Consultant shall perform the detailed scope of work described in the Specifications for Supply and Delivery of Chemicals for all WRD Water Treatment Facilities, attached hereto as Exhibit A-1.
EXHIBIT “A-1”

Specifications for Supply and Delivery of Chemicals to all WRD Water Treatment Facilities
SPECIFICATIONS

FOR

CHEMICAL SUPPLY AND DELIVERY

FOR ALL WRD WATER TREATMENT FACILITIES

NOVEMBER 29, 2018
Specifications for Chemical Supply and Delivery for All WRD 
Water Treatment Facilities

1.0 INTRODUCTION
The Water Replenishment District of Southern California (WRD or District) is a State Special 
District that was established in 1959 under the California Water Code (Division 18, §60000 
through §60622) to manage the groundwater resources within the Central Basin and West Coast 
Basin in southern Los Angeles County. WRD’s mission is to provide, protect, and preserve 
high-quality groundwater through innovative, cost-effective and environmentally sensitive basin 
management practices for the benefit of residents and businesses of these groundwater basins. 
The aquifers in the Central Basin and West Coast Basin provide for about 40 percent of the total 
water needs for the people and businesses in the 43 cities covering WRD’s 420-square mile 
service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, 
recycled water, and stormwater, prevents seawater intrusion through injection of imported water 
and recycled water into coastal barrier wells, protects and preserves groundwater quality through 
monitoring, testing, data analysis, and treatment, and ensures a future supply of reliable 
groundwater through planning, conjunctive use, and development of new projects. More 
information regarding the WRD can be found at www.wrd.org.

2.0 BACKGROUND
WRD owns three (3) water treatment facilities, as summarized in Table 1 below. Figure 1 
below depicts WRD’s existing and proposed treatment facilities.

<table>
<thead>
<tr>
<th>NO.</th>
<th>FACILITY NAME AND ADDRESS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Leo J. Vander Lans Advanced Water Treatment Facility (LVL), 7380 East Willow Street, Long Beach, CA 90815</td>
<td>This existing treatment plant produces advanced treated recycled water for injection into underlying aquifers along the coast to prevent seawater intrusion. The design production capacity of the LVL is 8 million gallons per day (MGD); however, in the last several years, LVL has only produced approximately 3 MGD annually due to various operational issues. The LVL currently is operated by the Long Beach Water Department under contract with WRD.</td>
</tr>
</tbody>
</table>

TECHNICAL DETAILS:
- Reverse Osmosis (RO) Trains 1 and 2
  - Flow Array is 72:36
  - 7 Elements per vessel
  - Two 5,875-gallon clean-in-place (CIP) tanks
- RO Trains 3, 4, and 5
<table>
<thead>
<tr>
<th>NO.</th>
<th>FACILITY NAME AND ADDRESS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Robert W. Goldsworthy Desalter (Goldsworthy Desalter), 20520 Madrona Avenue, Torrance, CA 90503</td>
<td>This existing treatment plant utilizes reverse osmosis membranes to purify brackish groundwater pumped from two production wells for potable use. The Goldsworthy Desalter was recently expanded from 2 MGD to 5 MGD. Since plant expansion was just completed in January 2018, average production in 2018 has been approximately 3.5 MGD. The Goldsworthy Desalter currently is operated by the City of Torrance under contract with WRD.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TECHNICAL DETAILS:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Two RO Trains</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o 1st Stage – 42 vessels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o 2nd Stage – 24 vessels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 7 membranes per vessel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• One 4,500-gallon CIP tank</td>
</tr>
<tr>
<td>3</td>
<td>Albert Robles Center Advanced Water Treatment Facility (ARC), 4320 and 4330 San Gabriel River Parkway, Pico Rivera, CA 90660</td>
<td>This treatment plant is currently under construction and has the design capacity to produce up to approximately 13,000 acre-feet per year (AFY) of advanced treated recycled water for injection and delivery to the Montebello Forebay Spreading Grounds for groundwater recharge. Maximum capacity of the plant is 14.8 MGD. In January 2019, ARC is expected to begin full operations. For the next two years, this treatment plant will be operated by PERC Water.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TECHNICAL DETAILS:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Primary RO (4 Trains)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o 1st stage – 72 vessels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o 2nd stage – 30 vessels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Third stage RO (4 Trains)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o 15 vessels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 7 membranes (8” diameter) per vessel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 8,000 gallon CIP tanks</td>
</tr>
</tbody>
</table>
Chemicals are required as part of the treatment processes at all the WRD plants. Chemical consumption rates and storage facilities at LVL, Goldsworthy Desalter, and ARC are listed in Tables 2, 3, and 4, respectively. Chemical consumption rates in these tables are working estimates only, since they are dependent upon finished water flowrates and may vary due to source water availability, equipment failure, scheduled cleaning procedures, etc. Please note that Tables 2 through 4 do not provide chemical usage at full plant design capacities at the Goldsworthy Desalter and LVL (see Table 1 for details), and ARC is still under construction. It will be the Contractor’s responsibility to estimate the quantities of chemicals to be furnished based on plant design capacities and history of operations and develop their Guaranteed Maximum Pricing for chemicals accordingly. The quantities specified in Tables 2 through 4 are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
<table>
<thead>
<tr>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Approx. Annual Consumption at 3 MGD Plant Production* (gallons [wet])</th>
<th>Number of Storage Tanks</th>
<th>Tank Nominal Capacity, each (gal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqueous Ammonia</td>
<td>19.0</td>
<td>0.93</td>
<td>5,000</td>
<td>2</td>
<td>1,300</td>
</tr>
<tr>
<td>Calcium Chloride</td>
<td>38.0</td>
<td>1.39</td>
<td>74,250</td>
<td>1</td>
<td>4,925</td>
</tr>
<tr>
<td>Citric Acid</td>
<td>50.0</td>
<td>1.24</td>
<td>1,200</td>
<td>4</td>
<td>Between 250 &amp; 400</td>
</tr>
<tr>
<td>Ferric Chloride</td>
<td>43.0</td>
<td>1.42</td>
<td>0</td>
<td>1</td>
<td>1,090</td>
</tr>
<tr>
<td>Hydrogen Peroxide</td>
<td>27.5</td>
<td>1.20</td>
<td>11,630</td>
<td>1</td>
<td>2,550</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>38.0</td>
<td>1.10</td>
<td>0</td>
<td>1</td>
<td>805</td>
</tr>
<tr>
<td>Sodium Hydroxide (Caustic Soda)</td>
<td>50.0</td>
<td>1.53</td>
<td>65,700</td>
<td>2</td>
<td>6,167</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Bleach)</td>
<td>12.5</td>
<td>1.20</td>
<td>45,700</td>
<td>2</td>
<td>5,874</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>93.0</td>
<td>1.83</td>
<td>49,450</td>
<td>2</td>
<td>2,400</td>
</tr>
<tr>
<td>Threshold Inhibitor/Antiscalant</td>
<td>100.0</td>
<td>1.10</td>
<td>6,100</td>
<td>2</td>
<td>615</td>
</tr>
</tbody>
</table>

*Design capacity of the plant is 8 MGD, so there is a potential for higher chemical consumption rates than what is shown.*
<table>
<thead>
<tr>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Approx. Annual Consumption at 3.5 MGD Plant Production* (gallons [wet])</th>
<th>Number of Storage Tanks</th>
<th>Tank Nominal Capacity (gal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqueous Ammonia</td>
<td>19.0</td>
<td>0.93</td>
<td>6,450</td>
<td>1</td>
<td>517</td>
</tr>
<tr>
<td>Orthophosphate</td>
<td>15.0</td>
<td>1.37</td>
<td>5,970</td>
<td>1</td>
<td>2,000</td>
</tr>
<tr>
<td>Sodium Fluoride (dry granules)</td>
<td>98.0</td>
<td>NA</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sodium Hydroxide (Caustic Soda)</td>
<td>30.0</td>
<td>1.33</td>
<td>17,330</td>
<td>1</td>
<td>5,117</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Bleach)</td>
<td>12.5</td>
<td>1.20</td>
<td>53,000</td>
<td>1</td>
<td>7,100</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>93.0</td>
<td>1.83</td>
<td>0</td>
<td>1</td>
<td>7,000</td>
</tr>
<tr>
<td>Threshold Inhibitor/Antiscalant</td>
<td>100.0</td>
<td>1.08</td>
<td>9,700</td>
<td>1</td>
<td>750</td>
</tr>
</tbody>
</table>

*Design capacity of the plant is 5 MGD, so there is a potential for higher chemical consumption rates than what is shown.

NA = Not available
### TABLE 4
ARC CHEMICAL USAGE AND STORAGE SUMMARY

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Approx. Annual Consumption at 10,000 AFY Plant Production*</th>
<th>Number of Storage Tanks</th>
<th>Tank Nominal Capacity, each (gal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqueous Ammonia</td>
<td>19.0</td>
<td>0.93</td>
<td>21,990</td>
<td>NA</td>
<td>2</td>
</tr>
<tr>
<td>Calcium Hydroxide (Hydrated Lime)</td>
<td>35.0</td>
<td>1.26</td>
<td>339,110</td>
<td>NA</td>
<td>2</td>
</tr>
<tr>
<td>Citric Acid</td>
<td>50.0</td>
<td>1.24</td>
<td>5,850</td>
<td>NA</td>
<td>1</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>38.0</td>
<td>1.10</td>
<td>39,510</td>
<td>NA</td>
<td>1</td>
</tr>
<tr>
<td>Sodium Hydroxide (Caustic Soda)</td>
<td>25.0</td>
<td>1.53</td>
<td>44,180</td>
<td>NA</td>
<td>2</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Bleach)</td>
<td>12.5</td>
<td>1.20</td>
<td>336,970</td>
<td>NA</td>
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<tr>
<td>Sodium Tripolyphosphate (STTP)</td>
<td>100.0</td>
<td>NA</td>
<td>-</td>
<td>30,330</td>
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</tr>
<tr>
<td>Sulfuric Acid</td>
<td>93.0</td>
<td>1.83</td>
<td>217,170</td>
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<td>2</td>
</tr>
<tr>
<td>Threshold Inhibitor/Antiscalant</td>
<td>100.0</td>
<td>1.30</td>
<td>14,840</td>
<td>-</td>
<td>1</td>
</tr>
</tbody>
</table>

*Design capacity is up to 13,000 AFY, so there is a potential for higher chemical consumption rates than what is shown.
NA = Not available
3.0 SCOPE OF WORK

The Contractor shall, in good workmanlike and professional manner, supply and deliver the chemicals listed in Exhibit A to the three water treatment facilities specified in Table 1. Tables 2 through 4 list the chemicals required at each of the WRD treatment plants along with the estimated annual chemical usage quantities. Contractors are cautioned not to rely on these usage rates for estimating future supplies to WRD, especially given the fact that Tables 2 and 3 do not provide chemical usage at full plant design capacities at LVL and the Goldsworthy Desalter, respectively, and ARC is still under construction. Thus, it is the Contractor’s responsibility to estimate the quantities of chemicals to be furnished based on plant design capacities and history of operations and develop their Guaranteed Maximum Pricing for chemicals accordingly.

WRD’s chemical purchases will be based on its actual needs and requirements. Hence, WRD makes no representation nor guarantee regarding the quantity of chemical that WRD may purchase from the Contractor during the term of the Contract, or the frequency of delivery orders. Neither an increase, regardless of extent, nor decrease, regardless of extent, in the actual quantity delivered compared to the estimated quantity described herein shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

3.1 DELIVERY REQUIREMENTS

1. Contractor shall provide the District with the name of the chemical hauling company (if applicable) and safety-related provisions set forth between the Contractor and the hauling company.

2. Delivery of chemical(s) shall be made in quantities and to the location requested by the WRD representative. Delivery shall be made no more than three (3) business days after written order from the District or its representative(s), unless pre-approved by the District.

3. Order volumes shall generally be “full-loads” as dictated by tank capacities at each treatment site. However, “partial-load” deliveries may be required upon the owner’s request. Contractor shall work with the owner or owner’s representatives to reasonably accommodate this request. At the same time, Contractor shall furnish minimum order quantities if established for all chemicals.

4. Chemical products generally shall be delivered on regular workdays (i.e. Monday through Friday) between the hours of 7:30 a.m. and 1:30 p.m. However, WRD reserves the right to request weekend deliveries or extend delivery hours based on the facility work schedule.

5. Plant operations occasionally may require deliveries within 24-hours or 48-hours. As such, Contractor shall maintain work force as necessary to make delivery 365 days of the year and reasonably accommodate WRD’s request. At the same time, WRD will make reasonable accommodations regarding delivery hours as specified in Item No. 4 above. In addition, WRD recognizes that expedited deliveries may be subject to premium payment.
The Contractor will be obligated to abide by a pricing schedule that is reasonable and within standard industry practices. If applicable, this pricing schedule should be included in the proposal.

6. The Contractor shall notify the duty operators (to be provided by WRD upon award of Contract), not less than thirty (30) minutes prior to the estimated time of delivery.

7. Delivery shall include transferring each chemical product into the designated areas at the treatment plant. Chemical delivery drivers will not leave their trucks unattended at any time during the off-loading process.

8. If the Contractor fails to meet the delivery schedule requested or within the maximum period of three (3) business days, WRD reserves the right to deduct the sum of Five Hundred Dollars ($500.00) per calendar day for each item that does not meet the delivery schedule, as liquidated damages and not as a penalty for breach of Contract. In addition, WRD reserves the right to obtain a like product from other available sources and charge the Contractor the difference in the delivered price to WRD.

9. If the Contractor cannot deliver the chemical at the quality and/or quantity specified upon a written order request, WRD shall have the right to obtain a like product from other available sources and charge the Contractor the difference in the delivered price to WRD.

10. If the Contractor fails to comply within the stipulated time limit with two (2) successive requests for delivery, the WRD shall have the right to terminate the Contract with no further obligation or penalty, as described in the standard General Services Agreement.

11. Air will not be supplied for trucks. Tank trucks used for the delivery of chemicals shall be in good mechanical order and fully equipped to unload by pressurizing the tanks with truck-supplied air or pump to convey the material from tanker into the chemical receiving tank and also equipped with valves to control the flow of chemicals into the storage tanks and enable rapid shut-off in an emergency.

12. There may not be a forklift available to unload deliveries, so if required, delivery trucks must have a lift gate and supply a pallet jack. The delivery company/personnel shall be solely responsible for moving and offloading all product(s).

13. Contractor shall furnish all necessary hoses, couplings, valves or adaptors to make proper connection of the chemical tanks. This equipment shall be clean, free of contaminating material, and able to be operated by the use of conventional tools designed for that purpose. If offloading equipment is not properly cleaned, this will constitute a reason for rejection of the load.

14. The WRD reserves the right to periodic inspection of all equipment used by the contractor for conveyance of chemicals to the chemical tanks. Further, the Contractor will provide, at the WRD’s request, documentation related to equipment certification and maintenance of such equipment.
15. The WRD treatment plants do not have facilities for washing down Contractor’s equipment. Hoses, valves, and other equipment used by the truck driver in delivering the chemical shall not be washed down at the District’s facilities.

16. For bulk (truck-load) deliveries, trucks shall be equipped with a meter to register the quantity/volume delivered. Gross, tare, and amount tickets shall be provided with the invoice for verification.

17. A packing slip listing all material(s) delivered, certified weight ticket(s), certificate(s) of analysis, and Safety Data Sheet(s) (SDS) shall accompany the shipment of each chemical and furnished prior to unloading. Upon request, the Contractor shall provide a safety checklist to go through with WRD representatives during connect and disconnect and unloading.

18. The methods of shipping chemical products shall fully conform to the shipping regulations of the Interstate Commerce Commission, the Department of Transportation (DOT), and to all other applicable state and local shipping regulations.

19. Truck loads must be secured with an unalterable tamper-evident seal or lock. If there is evidence of tampering or the seal is broken, the shipment will not be accepted by WRD and returned at the Contractor’s expense.

20. All chemical containers shall be carefully examined upon receipt. Any containers that exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose or peeling paint, or insufficient maintenance shall be rejected and ordered removed from the site. All containers supplied shall be maintained in such manner as to not subject those persons working near them to an undue hazard.

21. The Contractor shall reclaim/remove all metal/plastic shipping containers delivered to WRD, unless otherwise directed by WRD. Any costs associated with the return of shipping containers will be the Contractor’s responsibility. As appropriate, spent containers (e.g., totes, carboys, etc.) will be picked up as replacements are received and any deposits paid by WRD will be refunded. WRD will ensure that all containers are rinsed and staged for pickup.

22. WRD reserves the right to dispose of shipping pallets without notice or penalty. Contractors desirous of reclaiming any pallets must make agreeable arrangements at the time of product delivery.

23. The Contractor must guarantee that all delivery vehicles are in good, safe operating condition. All operating and maintenance costs associated with routine operation of the vehicles shall be the responsibility of the Contractor. If it is determined that delivery vehicles are not in proper working condition or properly maintained, this will constitute a reason for rejection of the load and possible termination of the Contract.
3.2 SAFETY REQUIREMENTS

1. The Contractor and its agent(s) (i.e. common carriers, truck tank drivers, etc.) shall be required to comply with all federal, state, and local regulations regarding the transport and delivery of chemicals, including but not limited to American Water Works Association (AWWA), Occupational Safety and Health Act (OSHA), California OSHA (Cal/OSHA), and Department of Transportation (DOT) regulations.

2. The Contractor shall comply with all plant safety requirements and follow any direction that may be given by site personnel.

3. The Contractor shall comply with the Safety Data Sheet (SDS) that must be provided at the time of delivery regarding the hazards, handling, and physical and chemical properties of each chemical.

4. The Contractor must ensure that their employees and/or subcontractors (including drivers) are trained and must have reasonably sufficient experience and qualifications to work with the hazards related to the job, operating the delivery vehicles and performing the job safely, and properly responding in the event of an emergency per WRD facility’s emergency action plan.

5. All delivery drivers must be properly licensed by the California Department of Motor Vehicles and all other applicable agencies.

6. Within 30 days upon award of Contract, the selected Contractor(s) shall provide written procedures, i.e. security plan, concerning compliance with their safety policies and procedures to WRD for review and approval prior to commencement of deliveries. The security plan must contain the following information at a minimum:

   a. Ensure their employees and/or subcontractors are trained in safe work practices;

   b. Ensure their employees and/or subcontractors are instructed in the known potential fire, explosion, or toxic release hazards related to the job and applicable provisions of the emergency action plan;

   c. Document the required training and the means to verify their employees and/or subcontractors have understood the training(s);

   d. Ensure that their employees and/or subcontractors follow the WRD facility’s safety rules and work practices;

   e. Procedures to reduce the possibility of criminal activity during packaging and shipment of products and materials to the WRD facilities;

   f. Appropriate Contractor telephone numbers; and

   g. Emergency procedures for spills, leaks, fire, disposal, and first aid.
7. The Contractor shall provide all necessary safety equipment for use by its personnel. This shall include but is not limited to wearing OSHA-approved eye protection, chemical resistant gloves and boots, clothing that are resistant to chemicals, hard hat, high-visibility safety vest, hearing protection, and any additional equipment specified in the SDS. Face shields must also be worn when working around pressurized chemical systems. Delivery personnel are required to don and utilize all required safety equipment while on WRD property and implement all applicable safety practices. Failure to comply with the site safety requirements and SDS standards shall result in the rejection of the delivery at the Contractor’s expense and possible termination of the Contract.

8. Upon request, the Contractor must provide to WRD a copy of its injury and illness log and training records. Training records must contain the following information: the identity of the employees, the dates of training, and the means used to verify that the training was conducted.

9. The Contractor must be prepared to provide safety training to WRD representatives at each of the treatment plants on the manufacture, chemical properties, transport, storage, safe handling and use of the product, and emergency procedures in the event of a leak or spill. Training shall be performed by qualified personnel at least once during the year if requested by WRD and shall be offered at no charge to WRD.

3.3 Warranties

The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery, materials, services, or product provided or performed on or off District premises relative to their Contract will: 1) conform in all respects to the specifications provided herein, and 2) conform to all applicable industry standards, local, state, and federal laws and regulations.

The Contractor shall warrant the quality of the chemical it delivers will be as set forth in this document. Each chemical product must be certified approved by American National Standards Institute/National Sanitation Foundation (ANSI/NSF), NSF/UL, or ANSI/UL Standard 60/61 as of the proposal submission date and shall have a name and/or number designation that corresponds with the NSF approval list. The Bill of Lading shall certify that the chemical product was manufactured at and shipped from an NSF/ANSI, NSF/UL, or ANSI/UL certified plant.

WRD reserves the right to inspect, sample, and test any chemical product or load at any time during delivery. Failure of any shipment to meet the specifications shall be subject to rejection of the chemical(s). Further, at the direction of WRD, the Contractor may be subject to removal of rejected chemical contained in the receiving tank/container at its sole expense and credit WRD for all chemical products removed. Sample(s) of a delivered chemical, if requested, must be furnished to WRD free of expense at the time of delivery. In order to ensure the sample is representative of the chemical being delivered, the sample will be drawn from the delivery truck via a sample port. Samples may be collected from any delivery, at any frequency, and at any point during any delivery. If requested by the Contractor and not already destroyed by tests, WRD may return samples to the Contractor at the Contractor’s expense.
4.0 GENERAL SPECIFICATIONS

1. Unless otherwise specified, the Contractor shall procure all permits and licenses and pay all charges and fees related to the supply and delivery of chemicals.

2. The Contractor shall be responsible for furnishing the equipment to accomplish the delivery of the chemical. The Contractor must provide all adapters necessary to connect with the District’s facilities.

3. Delivery trucks shall have equipment necessary for safe handling, unloading, and stoppage of any leaks in the course of transit or unloading.

4. Should any damage to District property be caused by the Contractor or its agents, the Contractor will be required to report the damage promptly to the on-site plant operator and make repairs immediately, to the satisfaction of the District and at no cost to the District. The District may, however, elect to make repairs or replace the damaged property and deduct the cost of repairs or replacement from monies due, or to become due to the Contractor.

5. The District will provide one operator to act as observer during connection and disconnection (approximately 30 minutes each). The Contractor shall not connect or disconnect without the District’s personnel or representatives present. The WRD representative will verify that the chemical delivered (per bill of lading) is connected to the correct storage tank before the material is unloaded.

6. No chemical release during delivery is acceptable. The Contractor shall assume full responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill, or contamination incident. All chemical spills or leaks must be contained, recovered, removed, and/or cleaned up immediately by the Contractor and/or its subcontractor to the satisfaction of WRD and in a manner that complies with all applicable environmental or safety regulations. Any decontamination required due to a spill or leak also is the responsibility of the Contractor and/or its subcontractor. Any unauthorized chemical release may be cause for Contract termination. The Contractor will be responsible for all costs associated with the spill, including abatement, emergency response, cleanup, repair of property, any fines and penalties which may be imposed by regulating authorities, and plant down time due to the spill or cleanup.

Any spill or product loss shall be reported to the on-site WRD representative immediately and followed with a written reported submitted to WRD within 24 hours of the incident that shall contain at least the following: 1) a description and estimate of the amount of chemical spilled, 2) whether the amount spilled is EPA/State reportable and if the spill has already been reported, 3) the spill containment and cleanup procedures implemented, and 4) any communications with the press or governmental entities. No product delivery will resume until WRD has authorized the continuation of services.
7. Contractor shall provide a 24-hour phone number where qualified personnel can be contacted in the event of an emergency or to provide technical assistance. It will be the Contractor’s responsibility to notify WRD of any changes of phone numbers.

8. Upon award of contract, Contractor (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter the WRD facilities on their behalf. WRD reserves the right to run background checks on any persons that may be authorized to enter their facilities. At least 48 hours prior to all deliveries, the Contractor shall submit the name of the delivery personnel to the chief plant operator. All new personnel are required to receive a site-specific safety orientation before they can perform any work at the site.

9. If at any time, any chemical supplied by the Contractor fails to conform to the chemical specifications contained herein or causes solids, handling, or operational hardship (including inadvertent filling of the wrong chemical tank), then the Contractor shall, at no additional cost to WRD, promptly remove all the chemical contained in WRD's receiving tank/container, including any remaining chemical from previous shipments, replace the item within 24 hours, and remediate the tank or other affected equipment as necessary.

10. Contractor will supply chemical(s) at the proposal price, as awarded by Contract, through the Contract term. District will buy the designated chemical(s) at said prices from Contractor, except where District determines Contractor cannot make delivery within the time specified or with the quality and quantity specified, at which time the District may purchase chemical(s) elsewhere and charge the Contractor any difference in the delivered price to the District.

11. WRD may cancel an order before delivery without penalty or charge, providing that the Supplier has not incurred any special production costs such as custom fabrication in fulfilling the order. If WRD cancels an order after production has begun but before transportation for a non-standard or custom order, then the Supplier may charge WRD reasonable expenses incurred up to the date of the cancelation, that cannot be reasonably avoided or offset by the Supplier, not in any event to exceed 20% of the total value of the order. WRD will incur the restocking fee if a product is canceled in transit.

12. Contractor shall keep complete and accurate records of all chemicals delivered to the WRD facilities, including the delivery address, amount(s) delivered, and any problems encountered during transport and delivery. At no additional cost and upon request by WRD, the Contractor shall promptly provide accurate and timely reports regarding its services to WRD.

13. A certificate of analysis prepared by a reputable ISO-certified outside laboratory shall be submitted for each chemical delivery. WRD will accept a certificate of analysis from an in-house laboratory that is not ISO-certified, with the provision that if requested by WRD, an ISO-certified certificate of analysis will be subsequently provided by the Contractor. The certificate of analysis shall be based on a representative sample of the specific batch.
or lot of chemical currently being used to make deliveries. This report shall contain at a minimum the following:

- Place of origin
- Date of chemical manufacture,
- Date of delivery,
- Shipper ID or batch number,
- Specific gravity, if applicable,
- % Concentration of chemical, if applicable,
- Appearance, and
- Other information required by the chemical specifications (see Section 5.0 for details) and the Chemical Proposal Forms (see Section 7.8.2 for details).

No deliveries will be accepted unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the specifications listed herein are met. Charges for the certificates of analysis shall be included in the Guaranteed Maximum Price (see Section 7.8 for details). Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

14. WRD reserves the right to cancel the Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed as required and in accordance with the specifications. Contractor shall be charged for any direct losses, and consequential damages, sustained by WRD by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor’s reasonable control. Direct losses shall include any costs to WRD in excess of the Contract price of obtaining goods from other sources similar to those canceled or rejected hereunder.

15. All chemical usage quantities stated herein are only ESTIMATES. WRD reserves the right to increase or decrease these estimated quantities based on its actual needs.

16. Upon periodic requests by the WRD, the Contractor shall meet with WRD and its representatives to discuss the status of services provided to WRD. In addition, the Contractor shall be available for in-person meetings with all appropriate WRD representatives to discuss any service-related problem(s) and/or possible Contract violation(s).

5.0 **CHEMICAL SPECIFICATIONS**

Chemicals delivered shall comply with the most current NSF Standard 60/61 and/or ANSI/AWWA standards for water chemicals and shall contain neither adulterant nor any harmful matter. The NSF and/or UL certification for the product must be current on the date of the proposal submittal. It is the responsibility of the Contractor to notify WRD within 24 hours if any NSF/UL certification has been revoked or has lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the Contract.
The chemicals required at the WRD treatment facilities shall conform to the chemical specifications contained herein. See Exhibit A for the specific gravity, concentration, and estimated delivery ranges of all chemicals that are required for all three WRD treatment facilities.

5.1 AQUEOUS AMMONIA

Aqueous ammonia will be furnished and delivered to all three WRD treatment plants. The aqueous ammonia solution (also identified as ammonium hydroxide, ammonium hydrate, aqua ammonia, and water of ammonia) furnished and delivered shall meet all applicable provisions of AWWA Standard B306 (or latest edition) and ANSI/NSF Standard 60, with 23.5° Baume' solution with ammonia (NH₃) concentration within the range of 18.5% to 19.5% at 15°C.

The aqueous ammonia solution shall be colorless, transparent, food grade (i.e. Premium Grade), and contain no soluble or organic substances in quantities capable of producing deleterious or injurious effects on public health. Additionally, the product shall be free from contaminating substances which could interfere with normal operation of plant facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

Tank trucks used for delivery of aqueous ammonia solution shall be fully equipped to unload by pumping the tanks and shall be fitted with vapor return lines. Tank trucks shall also be equipped with valves to control the flow of aqueous ammonia solution into the storage tank and to enable rapid shut-off if an emergency arises. Each shipment of aqueous ammonia shall be accompanied by a certified statement giving the ammonia (NH₃) concentration at 15°C, the specific weight of solution at 15°C, the concentration of heavy metals (as lead [Pb]), and carbon dioxide (CO₂) of the product delivered.

5.2 CALCIUM CHLORIDE

Calcium chloride shall be furnished and delivered to LVL only. Calcium chloride shall comply with all applicable provisions of the AWWA Standards and ANSI/NSF Standard 60. The delivered product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality when used during treatment processes.

5.3 CALCIUM HYDROXIDE (HYDRATED LIME SLURRY)

Calcium hydroxide shall be furnished and delivered to ARC only. The supplied product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality when used during treatment processes. The calcium hydroxide shall fully comply with the applicable provisions of AWWA Standard B202 (or latest edition), unless otherwise amended by WRD in the specifications. Calcium hydroxide shall be Commercial Grade of the highest chemical purity, averaging not less than 35% available calcium hydroxide content on a dry weight solids basis. The Certificate of Analysis to be provided for each shipment delivered shall include percent (%) available calcium hydroxide.

Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities
November 29, 2018
The liquid calcium hydroxide shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment. The delivery truck shall provide all necessary equipment and means to offload to the above ground chemical storage tank.

5.4 CITRIC ACID

Citric acid shall be furnished and delivered to both LVL and ARC. Citric acid shall be Commercial Grade of the highest chemical purity, averaging not less than 50% citric acid by volume and shall contain neither adulterant nor any harmful matter. It shall comply with AWWA Standards for Citric Acid. The specific gravity (60 degrees F divided by 60 degrees) of the citric acid shall be 1.240.

The liquid citric acid shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment. The product delivery truck shall be capable and provide all necessary equipment and means to offloading to the aboveground chemical storage tank.

5.5 FERRIC CHLORIDE

Ferric chloride shall be furnished and delivered to LVL only. Ferric chloride shall comply with AWWA Standard B407 (or latest edition) and be water treatment grade based on approximately 43% concentration. The delivered product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality when used during treatment processes.

The product delivered shall have a ferric chloride (FeCl₃) concentration by weight of not less than 37% or more than 47%. The delivered ferric chloride must not freeze or crystallize during shipment or storage prior to receipt by WRD.

Each shipment of FeCl₃ shall be accompanied by a certified statement giving the specific gravity, percent FeCl₃, percent total iron as iron, percent free acid as hydrochloric acid (less than 1.0%), percent total insoluble matter by weight (less than 0.2%), manganese (Mn) concentration not to exceed 1 gram (g) of Mn per 1000 g FeCl₃, and pounds per gallon of the total ferric chloride concentration expressed as FeCl₃.

Payment for the ferric chloride in bulk will be based on the certified net weight multiplied by the percent of available ferric chloride.

5.6 HYDROGEN PEROXIDE

Hydrogen peroxide shall be furnished and delivered to LVL only. Hydrogen peroxide shall be NSF/ANSI Standard 60 and Food Grade Certified, within the range of 27.5% (concentration in water) with a stability of 96% during a 24-hour period @ 100°C. The product shall be clean and free of visible suspended matter and contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on public health or water quality when used during treatment processes.
5.7 ORTHOPHOSPHATE

Orthophosphate, specifically Carus 8100 Phosphate 70/30, shall be furnished and delivered to the Goldsworthy Desalter only. The orthophosphate must meet AWWA Standard B506 (or latest edition) for use in potable water. The orthophosphate shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment. The product shall be clean and free of visible suspended matter and contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on public health or water quality when used during treatment processes.

5.8 SODIUM BISULFITE

Although there is a storage tank for sodium bisulfite at LVL, it is rarely used or needed. Hence, sodium bisulfite is anticipated to be delivered to ARC only. Sodium bisulfite shall comply with AWWA Standard B601 (or latest edition). The product must have a concentration of approximately 38% and be free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water treatment equipment.

The liquid sodium bisulfite shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment. All hatches of the product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of plant staff and provided to plant staff upon arrival and/or offloading. The product delivery truck shall be capable of offloading to the aboveground chemical storage tank.

5.9 SODIUM FLUORIDE

Sodium fluoride granules shall be furnished and delivered in 50 pound (lb) bags to the Goldsworthy Desalter only. The sodium fluoride shall comply with AWWA Standard B701 (or latest edition) and meet all drinking water standards. The Contractor must provide trucks that have a lift gate and pallet jack.

5.10 SODIUM HYDROXIDE (LIQUID CAUSTIC SODA)

Sodium hydroxide (caustic soda) shall be furnished and delivered to all three WRD treatment plants and meet the specifications summarized in the table below.

| SUMMARY OF SODIUM HYDROXIDE PROVIDED TO WRD FACILITIES |
|-----------------------------------------------|---------------|---------------|
| WRD Facility                       | Concentration | Specific Gravity |
| LVL                             | Not less than 50% by volume | Between 1.52 and 1.54 |
| Goldsworthy Desalter              | Not less than 30% by volume | Approximately 1.33 |
| ARC                             | Not less than 25% by volume | Approximately 1.27 |

Caustic soda shall comply with AWWA Standard B501 (or latest edition) and shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on public health, or causing water so treated to fail to meet State drinking water standards.
requirements. Each shipment of liquid caustic soda shall be accompanied by a certified statement giving the specific gravity (60°F) of the solution, the percentages by weight of sodium hydroxide (NaOH), sodium oxide (Na₂O), and the sodium carbonate (Na₂CO₃) in the solution, the heavy metals (as lead [Pb]) and, for payment purposes, the total equivalent weight of 76% sodium oxide.

Each shipment shall also be accompanied by a certification of the net weight and a statement as to the shipment volume, in gallons. Payment will be based on the equivalent weight of 76% sodium oxide (Na₂O), in each shipment of liquid caustic soda received, computed using the following formula:

\[(\text{Wt. of liquid caustic soda}) \times (\% \text{ Na}_2\text{O content} / 0.76) = \text{Eq. Wt. 76\% Na}_2\text{O}\]

The liquid caustic soda shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment.

5.11 SODIUM HYPOCHLORITE (BLEACH)

Sodium hypochlorite (liquid bleach) shall be furnished and delivered to all three WRD treatment plants. Sodium hypochlorite shall comply with the applicable provisions of AWWA Standard B300 (or latest edition) and ANSI/NSF Standard 60, with a minimum of 12.5% (by weight) available chlorine. The product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall not contain metals, minerals, or organic substances in quantities capable of producing deleterious or injurious effects on public health or causing water so treated to fail to meet state and federal drinking water regulations. Also, the product shall not contain particles of sand, grit, coke, clay, or gelatinous material in sizes that could clog metering pumps or appurtenances.

A certified shipment listing the specific gravity of the solution, the percentages by weight of available chlorine, total free alkali (as NaOH), insoluble matter, and pH shall accompany each shipment of sodium hypochlorite. The total free alkali (as NaOH) in the sodium hypochlorite shall have a minimum of 0.15% and a maximum of 0.4% by weight. The product shall be completely water soluble, have a pH between 11 and 13, specific gravity of 1.206, and a boiling point of 110°C for 15% NaOCl.

Each shipment shall also be accompanied by a certification of the net weight and a statement of the shipment as to volume, in gallons. The sodium hypochlorite shall be shipped in suitably lined, thoroughly clean tank trucks.

Payment for the sodium hypochlorite in bulk shall be based on the certified net weight divided by the pounds per gallon, multiplied by the Guaranteed Maximum Price (see Section 7.8.1 for details).
5.12 SODIUM TRIPOLYPHOSPHATE (STPP)

Sodium tripolyphosphate (STPP) shall be furnished and delivered to ARC only. STPP shall comply with the applicable provisions of AWWA Standard B503 (or latest edition) and shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on public health, or causing water so treated to fail to meet State drinking water requirements.

5.13 SULFURIC ACID

Sulfuric acid shall be furnished and delivered to all three WRD treatment plants. Sulfuric acid shall comply with AWWA Standards for Sulfuric Acid, be 66° Baume’, averaging not less than 93% Sulfuric Acid by volume, and contain no adulterant or any harmful matter. The specific gravity (60 degrees F divided by 60 degrees) of the Sulfuric Acid shall be 1.84. The sulfuric acid shall be shipped via tank trucks which meet the cleanliness required in drinking water treatment. The certificate of analysis of each shipment shall include percent (by weight) sulfuric acid content, iron (not to exceed 15 parts per million [ppm]), arsenic, lead, barium, cadmium, chromium, copper, cyanide, magnesium, mercury, selenium, silver, and zinc contents.

5.14 THRESHOLD INHIBITOR / ANTISCALANT

The table below summarizes the threshold inhibitors that have been prequalified for use at the three WRD treatment plants.

<table>
<thead>
<tr>
<th>WRD Facility</th>
<th>MANUFACTURER</th>
<th>PRODUCT NAME</th>
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<td>LVL</td>
<td>King Lee Technologies</td>
<td>Pretreat Plus-Y2K</td>
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<td>Goldsworthy Desalter</td>
<td>AWC</td>
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<td>A-106 A-112</td>
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<td>PWT</td>
<td></td>
<td>SpectraGuard™ 360</td>
</tr>
</tbody>
</table>

The antiscalant solutions should be shipped in a suitably lined, thoroughly clean tank trucks/containers. If the supplied antiscalant fails to prevent mineral scaling of the RO membranes, the Contractor will provide cleaning chemicals to remove scale from the impacted RO units.

Each shipment of product shall be accompanied by certificates of analysis, chains of custody, and other forms that address the product’s content, typical properties, purity, etc. The District can, at its discretion, evaluate the bulk product for the properties listed herein and reject delivery without penalty if they cannot be confirmed.

Product failure will be defined as the formation and/or deposition of mineral scaling in the elements while using a dosage proposed by the Contactor. Specifically, failure of the product in
controlling for the incidence of mineral scaling shall be defined as the formation of scale in the
tail end elements of the system’s 3rd stage (LVL and ARC) and the 2nd stage (Goldsworthy
Desalter). This shall be based on a loss of >15% in the stage specific flux relative to the overall
RO system specific flux. Tail end elements will be removed and samples provided to the
Contractor for analysis and confirmation for the presence/absence of mineral scale and
speciation. Further, WRD will conduct its own autopsy analyses in parallel with the Contractor.
Typical mineral scales could include, but is not limited to, calcium phosphate, silica, silicates,
aluminum silicates, etc. Should scaling occur, Contractor will immediately perform a cleaning
study on an impacted element, and provide at their cost the appropriate chemicals to clean the
elements. The Contractor shall also recommend cleaning procedures for all stages of each RO
unit if deemed necessary to balance fouling across the stages. The District will support the
Contractor in closely monitoring the system for signs of mineral scaling through the operation of
monitoring systems.

5.15 CLEAN-IN-PLACE (CIP) CHEMICALS

The table below summarizes the clean-in-place (CIP) chemicals that have been prequalified for
use at the three WRD treatment plants. Estimated usage quantities may be based on the plant
information provided in Table 1. However, WRD does not guarantee any quantity of CIP
chemicals to be requested in the future.

<table>
<thead>
<tr>
<th>SUMMARY OF CIP CHEMICALS PRE-QUALIFIED FOR USE AT WRD FACILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRD Facility</td>
</tr>
<tr>
<td>LVL</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>PWT</td>
</tr>
<tr>
<td>Goldsworthy</td>
</tr>
<tr>
<td>Desalter</td>
</tr>
<tr>
<td>ARC</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>PWT</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Avista</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Each shipment of product shall accompany all certificates of analyses, chain of custodies, and
other forms that address the product’s content, typical properties, purity, etc. The District can, at
its discretion, evaluate the bulk product for the properties listed herein and reject delivery
without penalty if they cannot be confirmed.
The CIP chemical solutions should be shipped in a suitably lined, thoroughly clean tank trucks/containers. CIP chemicals shall contain no materials or components that deposit on or foul the RO membrane elements. The Contractor shall be responsible for providing proof to WRD that the CIP chemical is qualified as compatible with the membrane manufacturer’s requirements and not void membrane warranty.

The Contractor shall provide the CIP chemical dosage rate. Should use of the CIP chemicals result in deterioration of the membrane elements, the Contractor shall replace the membrane elements at no cost to WRD.

6.0 DESIRED QUALIFICATIONS

The following criteria must be met by the Contractor.

1. Demonstrate at least 10 years of experience in procuring and delivering chemicals to water/wastewater treatment plants of similar size in Southern California.

2. Evidence of adequate staffing of professional and technical personnel to perform in the manner required by WRD. Identify site representative(s) who will be responsible for the supply and delivery of chemicals. These site representative(s) must possess at least 5 years of experience in delivering similar chemicals to other water/wastewater treatment plants and possess the minimum required certifications to perform the work.

3. Commitment to providing a single Project Manager/Program Manager as the primary point of contact for all work assigned by WRD. This Project Manager must have at least 5 years (total, with or without current firm) of experience in chemical procurement and delivery.

4. Demonstrate adherence to a robust safety program, which includes comprehensive safety policies and emergency response procedures, complete and accurate recordkeeping, efforts to minimize violations, accidents, and injuries, etc.

5. Commitment to customer service and can be available 24 hours in the event of an emergency.

7.0 GENERAL PROVISIONS

7.1 ENTIRE AGREEMENT

The services described herein and any written changes or amendments to the scope of services shall be included in the Contract between the parties and shall supersede all prior written or oral representations, discussions, and agreements. Furthermore, this Specification is intended to serve as a binding technical guidance document for the Contractor. The Contractor awarded a Contract to provide services described in this document shall be deemed bound to execute all requirements as listed and prescribed in this Specifications, unless WRD modifies aspects of the scope of work or any conditions in the Specifications in writing. Thus, the executed Contract
will incorporate the terms and conditions specified in this document, as well as the final scope of work and fee schedule submitted by the Contractor.

7.2 CONTRACT AMENDMENTS

Changes that affect the scope of work, period of performance or time schedule, and costs will be effected by written notices of amendment. No payments will be made for work performed outside the original scope of work unless prior written approval was granted by WRD. The Contractor may be required to provide additional services under a negotiated Contract Amendment to be executed between WRD and the Contractor.

7.3 TERM OF CONTRACT

The District shall enter into a Contract with the maximum term approved by the WRD Board of Directors with the selected firm(s) for the desired chemicals. The District may terminate the Contract(s) for its convenience at any time within five (5) calendar days written notice to the Contractor. The Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed incurred up to the effective date of such termination. Contractor shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

7.4 OWNERSHIP AND USE OF DOCUMENTS

Contractor will be required to treat WRD’s documents in confidence and shall indemnify WRD in case of alteration, loss, or damage thereto. Contractor shall not release to the general public, public agencies, or private businesses in any manner, any information, data, or documents developed pursuant to the performance of services specified herein without the expressed written consent of WRD.

Any preliminary or working drafts, notes, and inter-agency or intra-agency memoranda that are not expected to be retained by the Contractor or WRD in the ordinary course of business shall be exempt from disclosure to any public entity under provisions of the Public Records Act.

7.5 BUSINESS RECORDS ACCESS AND RETENTION

All records pertaining to the Contract, which are retained by the Contractor, shall be accessible to WRD while work is ongoing and for at least five years thereafter.

7.6 TERMINATION

The District may terminate the Contract for its convenience at any time within five (5) calendar days written notice to the Contractor. The Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Contractor shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.
8.0   LEGAL POLICIES

8.1   COMPLIANCE
The Contractor shall abide by and obey all applicable federal, state, and local laws, rules, regulations, and ordinances.

8.2   GOVERNING LAWS AND REQUIREMENTS
Performance of services herein shall be governed and construed in accordance with the laws of the State of California. The selected Contractor hereby agrees that in any action relative to the performance of said services, venue shall be in the County of Los Angeles, State of California.

8.3   PUBLIC RELEASES
The Contractor agrees not to use or otherwise make public in any manner, either for profit or nonprofit, any of the information, data, procedures, systems, or documentation developed pursuant to the performance of services specified herein without the expressed written permission of WRD.

8.4   BUSINESS LICENSE
The Contractor shall maintain all applicable licenses for the services described herein. The Contractor will be required to show evidence of all valid and applicable business license(s), which must be in effect during the period of the performance of services specified herein.

8.5   WRD'S PROPERTY
All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
# EXHIBIT A

**Guaranteed Maximum Price Table**

**to be Completed for Chemicals**

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical 1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Chemical 2</td>
<td>$150.00</td>
</tr>
<tr>
<td>Chemical 3</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

DRAFT
The following Guaranteed Maximum Price Table shall be completed and submitted to WRD as part of the proposal package.

<table>
<thead>
<tr>
<th>Form No.</th>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Estimated Typical Delivery</th>
<th>LVL</th>
<th>Goldsworthy</th>
<th>ARC</th>
<th>Unit</th>
<th>Cost per Unit (Indicate NA if Not Available by Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Aqueous Ammonia</td>
<td>19.0</td>
<td>0.93</td>
<td>1,500 – 5,000 gallons</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Calcium Chloride</td>
<td>38.0</td>
<td>1.39</td>
<td>4,000 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Calcium Hydroxide (Hydrated Lime)</td>
<td>35.0</td>
<td>1.26</td>
<td>5,000 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Citric Acid</td>
<td>50.0</td>
<td>1.24</td>
<td>2,000 – 3,000 gallons</td>
<td>X</td>
<td>X</td>
<td></td>
<td>wet ton</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ferric Chloride</td>
<td>43.0</td>
<td>1.42</td>
<td>2,500 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Hydrogen Peroxide</td>
<td>27.5</td>
<td>1.20</td>
<td>700 – 900 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>ton</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Orthophosphate</td>
<td>15.0</td>
<td>1.37</td>
<td>1,200 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>ton</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Sodium Bisulfite</td>
<td>38.0</td>
<td>1.10</td>
<td>350 – 1,000 gallons</td>
<td>X</td>
<td>X</td>
<td></td>
<td>ton</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Sodium Fluoride</td>
<td>98.0</td>
<td>NA</td>
<td>2,000 pounds</td>
<td>X</td>
<td></td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
</tbody>
</table>
## Guaranteed Maximum Price Table for Chemicals

<table>
<thead>
<tr>
<th>Form No.</th>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Estimated Typical Delivery</th>
<th>LVL</th>
<th>Golds-worthy</th>
<th>ARC</th>
<th>Unit</th>
<th>Cost per Unit (Indicate NA if Not Available by Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Sodium Hydroxide (Liquid Caustic Soda)</td>
<td>25.0</td>
<td>1.53</td>
<td>2,000 – 4,000 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Sodium Hydroxide (Liquid Caustic Soda)</td>
<td>30.0</td>
<td>1.33</td>
<td>3,000 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Sodium Hydroxide (Liquid Caustic Soda)</td>
<td>50.0</td>
<td>1.53</td>
<td>20 to 25 tons in bulk, around 4,000 gallons</td>
<td>X</td>
<td></td>
<td></td>
<td>dry ton</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sodium Hypochlorite (Bleach)</td>
<td>12.5</td>
<td>1.20</td>
<td>3,000 – 5,000 gallons</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>ton</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sodium Tripolyphosphate (STPP)</td>
<td>100.0</td>
<td>NA</td>
<td>500 – 2,000 lbs</td>
<td></td>
<td></td>
<td>X</td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Sulfuric Acid</td>
<td>93.0</td>
<td>1.83</td>
<td>2,000 – 3,000 gallons</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>ton</td>
<td></td>
</tr>
</tbody>
</table>

### SPECIALTY CHEMICALS

#### THRESHOLD INHIBITOR/ANTISCALANT

<table>
<thead>
<tr>
<th>Exhibit B-2</th>
<th>King Lee Technologies – Pretreat Plus-Y2K</th>
<th>100.0</th>
<th>1.08</th>
<th>500 gallons</th>
<th>X</th>
<th>gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B-2</td>
<td>AWC A-102 Ultra</td>
<td>100.0</td>
<td>1.10 ± 0.05</td>
<td>500 gallons</td>
<td>X</td>
<td>gallons</td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AWC A-106</td>
<td>100.0</td>
<td>1.10 ± 0.05</td>
<td>500 gallons</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities
November 29, 2018
# Guaranteed Maximum Price Table for Chemicals

<table>
<thead>
<tr>
<th>Form No.</th>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Estimated Typical Delivery</th>
<th>LVL</th>
<th>Golds-worthy</th>
<th>ARC</th>
<th>Unit</th>
<th>Cost per Unit (Indicate NA if Not Available by Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B-2</td>
<td>AWC A-112</td>
<td>100.0</td>
<td>1.10 ± 0.05</td>
<td>500 – 1,000 gallons</td>
<td>X</td>
<td>X</td>
<td></td>
<td>gallons</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>PWT SpectraGuard™ 360</td>
<td>100.0</td>
<td>1 – 1.2</td>
<td>500 gallons</td>
<td>X</td>
<td>X</td>
<td></td>
<td>gallons</td>
<td></td>
</tr>
<tr>
<td><strong>CLEAN-IN-PLACE (CIP) CHEMICALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AWC C-209</td>
<td>100.0</td>
<td>NA</td>
<td>340 -1,600 lbs</td>
<td>X</td>
<td>X</td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AWC C-227</td>
<td>100.0</td>
<td>NA</td>
<td>340 -1,600 lbs</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AWC C-234</td>
<td>100.0</td>
<td>1.15 ± 0.05</td>
<td>340 -1,600 lbs</td>
<td>X</td>
<td>X</td>
<td></td>
<td>gallons</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AWC C-236LF</td>
<td>100.0</td>
<td>1.30 ± 0.10</td>
<td>340 -1,600 lbs</td>
<td>X</td>
<td></td>
<td></td>
<td>gallons</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>PWT Lavasol™ 5</td>
<td>100.0</td>
<td>1 – 1.2</td>
<td>70 – 290 lbs</td>
<td>X</td>
<td></td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>PWT OptiClean B</td>
<td>100.0</td>
<td>NA</td>
<td>70 – 290 lbs</td>
<td>X</td>
<td></td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AVISTA P903</td>
<td>100.0</td>
<td>NA</td>
<td>540 – 1900 lbs</td>
<td>X</td>
<td></td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>AVISTA P611</td>
<td>100.0</td>
<td>NA</td>
<td>540 – 1900 lbs</td>
<td>X</td>
<td></td>
<td></td>
<td>lb (dry)</td>
<td></td>
</tr>
</tbody>
</table>
Guaranteed Maximum Price Table for Chemicals

<table>
<thead>
<tr>
<th>Form No.</th>
<th>Chemical</th>
<th>Concentration (%)</th>
<th>Specific Gravity</th>
<th>Estimated Typical Delivery</th>
<th>LVL</th>
<th>Golds-worthy</th>
<th>ARC</th>
<th>Unit</th>
<th>Cost per Unit (Indicate NA if Not Available by Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B-2</td>
<td>AVISTA P112</td>
<td>100.0</td>
<td>NA</td>
<td>540 – 1900 lbs</td>
<td></td>
<td>X</td>
<td>lb (dry)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

Chemical Proposal Forms
to be Completed for Each Chemical

Exhibit B-1 provides Chemical Proposal Form Nos. 1 through 15 and Exhibit B-2 provides the blank Chemical Proposal Form for specialty chemicals such as threshold inhibitors and cleaning chemicals.
EXHIBIT B-1

Chemical Proposal Form Nos. 1 – 15

The following Chemical Proposal Form Nos. 1 through 15 total shall be completed FOR EACH CHEMICAL that the Contractor would like to supply and submitted to WRD as part of the proposal package. These forms shall correspond with the chemicals, specifications, and unit pricing indicated in Exhibit A – Proposal Table.
### CHEMICAL PROPOSAL FORM NO. 1

<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>AQUEOUS AMMONIA (NH₃)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</td>
<td>Ammonia % Concentration @ 15°C: _______________%</td>
</tr>
<tr>
<td></td>
<td>Specific Gravity: _______________</td>
</tr>
<tr>
<td></td>
<td>Specific weight of solution @ 15°C: _______________ lbs/gal</td>
</tr>
<tr>
<td></td>
<td>Color of solution: _______________</td>
</tr>
<tr>
<td></td>
<td>Max. Sulfur (as sulfate [SO₄]): _______________ mg/L</td>
</tr>
<tr>
<td></td>
<td>Max. Heavy Metals (as lead [Pb]) _______________ mg/L</td>
</tr>
<tr>
<td></td>
<td>Max. Carbon Dioxide (CO₂) _______________ mg/L</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead time for delivery (no more than 3 days after written order):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of producer:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Brand name or product designation (Attach proof of NSF/UL certification):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Name/Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fax Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Describe any deviations from the specifications described herein:</th>
</tr>
</thead>
</table>

Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities
November 29, 2018

---

Meeting Date: 1/2/2019  Item No. 9
CHEMICAL PROPOSAL FORM NO. 2

Name of chemical: CALCIUM CHLORIDE

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | % Concentration: __________________% |
| Lead time for delivery (no more than 3 days after written order): | Specific Gravity: __________________ |
| Name of producer: | |
| Brand name or product designation (Attach proof of NSF/UL certification): | |
| Source: | |
| Signature: | |
| Date: | |
| Print Name/Title: | |
| Company: | |
| E-mail: | |
| Phone Number: | |
| Fax Number: | |
| Describe any deviations from the specifications described herein: | |
**CHEMICAL PROPOSAL FORM NO. 3**

<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>CALCIUM HYDROXIDE (HYDRATED LIME SLURRY)</th>
</tr>
</thead>
</table>
| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | Specific Gravity: ___________________  
Available Calcium Hydroxide: ___________________% Minimum |
| Lead time for delivery (no more than 3 days after written order): | |
| Name of producer: | |
| Brand name or product designation (Attach proof of NSF/UL certification): | |
| Source: | |
| Signature: | |
| Date: | |
| Print Name/Title: | |
| Company: | |
| E-mail: | |
| Phone Number: | |
| Fax Number: | |
| Describe any deviations from the specifications described herein: | |

Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities  
November 29, 2018
**CHEMICAL PROPOSAL FORM NO. 4**

<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>CITRIC ACID (50% Liquid Solution)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (<em>Attach a recent Certificate of Analysis and Safety Data Sheet</em>):</td>
<td></td>
</tr>
<tr>
<td>Specific Gravity @ 20°C:</td>
<td></td>
</tr>
<tr>
<td>% Citric Acid by Volume:</td>
<td></td>
</tr>
<tr>
<td>Appearance and color:</td>
<td></td>
</tr>
<tr>
<td>Lead time for delivery (no more than 3 days after written order):</td>
<td></td>
</tr>
<tr>
<td>Name of producer:</td>
<td></td>
</tr>
<tr>
<td>Brand name or product designation (<em>Attach proof of NSF/UL certification</em>):</td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
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<tr>
<td>Print Name/Title:</td>
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<td>Company:</td>
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<td>E-mail:</td>
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<td>Phone Number:</td>
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<tr>
<td>Fax Number:</td>
<td></td>
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<tr>
<td>Describe any deviations from the specifications described herein:</td>
<td></td>
</tr>
</tbody>
</table>
## CHEMICAL PROPOSAL FORM NO. 5

**Name of chemical:** FERRIC CHLORIDE (43% by weight basis)

<table>
<thead>
<tr>
<th>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</th>
<th>Specific Gravity @ 20°C:</th>
<th>% Ferric Chloride (between 37% and 47%):</th>
<th>% Total as Lead (Pb):</th>
<th>% Free Acid as Hydrochloric Acid (HCl): (no more than 1.0%)</th>
<th>% Total Insoluble Matter by Weight: (must be less than 0.2%)</th>
<th>Total Ferric Chloride Concentration as FeCl₃: lbs/gal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Lead time for delivery (no more than 3 days after written order):**

**Name of producer:**

**Brand name or product designation (Attach proof of NSF/UL certification):**

**Source:**

**Signature:**

**Date:**

**Print Name/Title:**

**Company:**

**E-mail:**

**Phone Number:**

**Fax Number:**

**Describe any deviations from the specifications described herein:**

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Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities  
November 29, 2018  
B1-5

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Packet Page 95 of 118
Name of chemical: HYDROGEN PEROXIDE (27.5% Solution)

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | Specific Gravity @ 68°F:  
% Hydrogen Peroxide by Volume:  
Appearance:  
pH: |
|---|---|---|---|---|---|---|

<table>
<thead>
<tr>
<th>Lead time for delivery (no more than 3 days after written order):</th>
<th>Name of producer:</th>
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<tr>
<th>Brand name or product designation (Attach proof of NSF/UL certification):</th>
<th>Source:</th>
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<th>Signature:</th>
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<tr>
<th>Fax Number:</th>
<th>Describe any deviations from the specifications described herein:</th>
</tr>
</thead>
</table>
### CHEMICAL PROPOSAL FORM NO. 7

**Name of chemical:** ORTHOPHOSPHATE  

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | % Concentration: __________________%  
Specific Gravity: ________________ |
| --- | --- |

Lead time for delivery (no more than 3 days after written order):  

**Name of producer:**  

**Brand name or product designation (Attach proof of NSF/UL certification):**  

**Source:**  

**Signature:**  

**Date:**  

**Print Name/Title:**  

**Company:**  

**E-mail:**  

**Phone Number:**  

**Fax Number:**  

Describe any deviations from the specifications described herein:

---

Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities  
November 29, 2018
### CHEMICAL PROPOSAL FORM NO. 8

<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>SODIUM BISULFITE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</th>
<th>% Concentration: ____________%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead time for delivery (no more than 3 days after written order):</td>
<td>Specific Gravity: ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of producer:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Brand name or product designation (Attach proof of NSF/UL certification):</th>
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<table>
<thead>
<tr>
<th>Source:</th>
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<th>Signature:</th>
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<th>Print Name/Title:</th>
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<th>Company:</th>
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<th>Phone Number:</th>
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<table>
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<tr>
<th>Fax Number:</th>
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<table>
<thead>
<tr>
<th>Describe any deviations from the specifications described herein:</th>
</tr>
</thead>
</table>
**CHEMICAL PROPOSAL FORM NO. 9**

Name of chemical: **SODIUM FLUORIDE**

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD *(Attach a recent Certificate of Analysis and Safety Data Sheet)*: | % Concentration: _______________%  
Specific Gravity: _______________ |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead time for delivery (no more than 3 days after written order):</td>
<td></td>
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<tr>
<td>Name of producer:</td>
<td></td>
</tr>
<tr>
<td>Brand name or product designation <em>(Attach proof of NSF/UL certification)</em>:</td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
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<tr>
<td>Signature:</td>
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<td>Date:</td>
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<td>Phone Number:</td>
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<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Describe any deviations from the specifications described herein:</td>
<td></td>
</tr>
</tbody>
</table>
### Name of chemical:  SODIUM HYDROXIDE (25% LIQUID CAUSTIC SODA)

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | Specific Gravity:  
| | Sodium Hydroxide (NaOH):  % Minimum |
| | Sodium Oxide (Na₂O):  % Minimum |
| | Heavy Metals (as Pb):  % Maximum |
| Lead time for delivery (no more than 3 days after written order): |
| Name of producer: |
| Brand name or product designation (Attach proof of NSF/UL certification): |
| Source: |
| Signature: |
| Date: |
| Print Name/Title: |
| Company: |
| E-mail: |
| Phone Number: |
| Fax Number: |

Describe any deviations from the specifications described herein:
# CHEMICAL PROPOSAL FORM NO. 11

**Name of chemical:** SODIUM HYDROXIDE (30% LIQUID CAUSTIC SODA)

<table>
<thead>
<tr>
<th>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</th>
<th>Specific Gravity:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sodium Hydroxide (NaOH): % Minimum</td>
</tr>
<tr>
<td></td>
<td>Sodium Oxide (Na₂O): % Minimum</td>
</tr>
<tr>
<td></td>
<td>Heavy Metals (as Pb): % Maximum</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead time for delivery (no more than 3 days after written order):</th>
<th>Name of producer:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Brand name or product designation (Attach proof of NSF/UL certification):</th>
<th>Source:</th>
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<table>
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<tr>
<th>Signature:</th>
<th>Date:</th>
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<table>
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<tr>
<th>Print Name/Title:</th>
<th>Company:</th>
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<tr>
<th>E-mail:</th>
<th>Phone Number:</th>
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<table>
<thead>
<tr>
<th>Fax Number:</th>
<th>Describe any deviations from the specifications described herein:</th>
</tr>
</thead>
</table>
### CHEMICAL PROPOSAL FORM NO. 12

<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>SODIUM HYDROXIDE (50% LIQUID CAUSTIC SODA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</td>
<td>Specific Gravity: ________________</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide (NaOH): ________________% Minimum</td>
</tr>
<tr>
<td></td>
<td>Sodium Oxide (Na₂O): ________________% Minimum</td>
</tr>
<tr>
<td></td>
<td>Heavy Metals (as Pb): ________________% Maximum</td>
</tr>
</tbody>
</table>

Lead time for delivery (no more than 3 days after written order):

Name of producer:

Brand name or product designation (Attach proof of NSF/UL certification):

Source:

Signature:

Date:

Print Name/Title:

Company:

E-mail:

Phone Number:

Fax Number:

Describe any deviations from the specifications described herein:
### CHEMICAL PROPOSAL FORM NO. 13

**Name of chemical:** SODIUM HYPOCHLORITE (LIQUID BLEACH)

<table>
<thead>
<tr>
<th>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</th>
<th>Percent by Weight:</th>
<th>___________%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>pH:</td>
<td>___________</td>
</tr>
<tr>
<td></td>
<td>Specific Gravity @ 20°C:</td>
<td>___________</td>
</tr>
<tr>
<td></td>
<td>Assay (NaOCl):</td>
<td>___________%</td>
</tr>
<tr>
<td>Iron (Fe) Turbidity:</td>
<td>_______ ppm</td>
<td>Nitrate (NO₃): _______ ppm</td>
</tr>
<tr>
<td>Arsenic (As):</td>
<td>_______ ppm</td>
<td>Chloride (Cl): _______ ppm</td>
</tr>
<tr>
<td>Selenium (Se):</td>
<td>_______ ppm</td>
<td>Lead (Pb): _______ ppm</td>
</tr>
<tr>
<td>Heavy Metals as Lead (Pb):</td>
<td>___________ ppm</td>
<td></td>
</tr>
</tbody>
</table>

**Lead time for delivery (no more than 3 days after written order):**

**Name of producer:**

**Brand name or product designation (Attach proof of NSF/UL certification):**

**Source:**

**Signature:**

**Date:**

**Print Name/Title:**

**Company:**

**E-mail:**

**Phone Number:**

**Fax Number:**

**Describe any deviations from the specifications described herein:**
### CHEMICAL PROPOSAL FORM NO. 14

**Name of chemical:** SODIUM TRIPOLYPHOSPHATE (STPP)

<table>
<thead>
<tr>
<th>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet):</th>
<th>% Concentration: __________________%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Lead time for delivery (no more than 3 days after written order):</th>
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<tr>
<th>Name of producer:</th>
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<tr>
<th>Brand name or product designation (Attach proof of NSF/UL certification):</th>
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<th>Source:</th>
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<th>Print Name/Title:</th>
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<th>Company:</th>
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<tr>
<th>Fax Number:</th>
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<table>
<thead>
<tr>
<th>Describe any deviations from the specifications described herein:</th>
<th></th>
</tr>
</thead>
</table>
## CHEMICAL PROPOSAL FORM NO. 15

### Name of chemical:
SULFURIC ACID

| Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (Attach a recent Certificate of Analysis and Safety Data Sheet): | % Concentration by weight basis: __________________% |
| | Specific gravity: __________________ |

| Lead time for delivery (no more than 3 days after written order): | |
| Name of producer: | |

| Brand name or product designation (Attach proof of NSF/UL certification): | |
| Source: | |

| Signature: | |
| Date: | |

| Print Name/Title: | |
| Company: | |

| E-mail: | |
| Phone Number: | |
| Fax Number: | |

| Describe any deviations from the specifications described herein: | |

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Specifications for Chemical Supply and Delivery for All WRD Water Treatment Facilities

November 29, 2018
EXHIBIT B-2

Blank Chemical Proposal Form

The following blank Chemical Proposal Form shall be completed FOR EACH SPECIALTY CHEMICAL that the Contractor would like to supply and submitted to WRD as part of the proposal package. These forms shall correspond with the chemicals, specifications, and unit pricing indicated in Exhibit A – Proposal Table.
<table>
<thead>
<tr>
<th>Name of chemical:</th>
<th>Specific gravity: ________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD <em>(Attach a recent Certificate of Analysis and Safety Data Sheet):</em></td>
<td>pH: ________________</td>
</tr>
<tr>
<td></td>
<td>Appearance: _____________________________________________</td>
</tr>
<tr>
<td></td>
<td>________________________________________________________</td>
</tr>
<tr>
<td>Lead time for delivery (no more than 3 days after written order):</td>
<td></td>
</tr>
<tr>
<td>Name of producer:</td>
<td></td>
</tr>
<tr>
<td>Brand name or product designation <em>(Attach proof of NSF/UL certification):</em></td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Print Name/Title:</td>
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<tr>
<td>Company:</td>
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<td>E-mail:</td>
<td></td>
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<tr>
<td>Phone Number:</td>
<td></td>
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<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement and be subject to the fixed cost Price Table for Chemicals in Exhibit B-1.

2.0 A budgetary amount of $25,000.00 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT “B-1”
Dear Eric,

Please see below our delivered pricing for your chemical needs. These prices are firm for 6 months.

- Sod Hydroxide 25% - 4000 gal T/L $1.0985/gal or $824/dry short ton or $.1031/wet lb
- Sod Hydroxide 50% - 4000 gal T/L $2.15/gal or $675/dry short ton or $.1687/wet lb
- Sod Hypochlorite 12.5% - 5000 gal T/L $1.20/gal
- Sulfuric Acid 93% - 5000 gal T/L $1.75/gal or $228.76/ton
- Citric Acid 50% - 1000 gal MB $5.41/gal or $.5232/lb
- Sod Bisulfite 38% - 2000 gal MB $1.71/gal or $.1531/lb
- Aqueous Ammonia 19% - 3000 gal $6.10/gal
- Liquid Ammonium Sulfate 40%  4000 gal $3.22/gal
- Calcium Chloride 38% - Waiting for price approval
- Hydrogen Peroxide 27.5% - 2000 gal (min) $4.33/gal or $.46/lb (NSF)
- Ferric 43% - no monthly volume indicated
- Cal Hydroxide 35% aka SLS 45% 5000 gal T/L $2.10/gal or $.1875/lb
- MiniBulk Transportation Charge $100

Univar is the largest distributor of inorganic acids and bases in the Western United States. Because we specialize in these products, we have developed our capabilities to provide the specific safety, delivery, and quality services required by our customers. The following is a brief overview of some of these value added services:

- Univar uses company owned & maintained radio dispatched trucks. These trucks are equipped with permanently mounted, strong-tight storage tanks and low-pressure air diaphragm pumps for safety.
- Univar has 24-hour emergency and weekend service available for our customers.
- Univar offers safety seminars and training for our customers on the proper storage & handling of our products. In addition, we offer technical, environmental and regulatory assistance as needed.
- Univar has liability insurance in excess of one million dollars.
- Univar offers permanent and temporary tank & containment installations. In the event of an emergency with a customer’s tank (or for routine maintenance), we have the capability of pumping product out of a tank to facilitate repairs/maintenance.

I appreciate your trust in Univar as your chemical supplier. I will continue to stay in contact with you regarding our proposal. Should you have any questions please do not hesitate to contact me at 510-329-8391 or ron.edelman1@univar.com

Sincerely,

Ron Edelman
Product Manager – Industrial Water Treatment

Univar U.S.A.
SUMMARY

Pursuant to the provisions of California Elections Code Section 10260, et seq., the County of Los Angeles Registrar-Recorder canvassed the returns of the votes cast for each elective office in the WRD election consolidated with the General Election held November 6, 2018. The elections official shall prepare a certified statement of the results of the election and submit it to the governing body (Board of Directors).

Water Code Section 60138 and California Elections Code 10260, et seq., require the governing body to declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office. Resolution No. 19-1093 will comply with the requirement.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Board of Directors adopt Resolution No. 19-1093.
RESOLUTION NO. 19-1093

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
RECITING THE FACT OF THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018
AND DECLARING THE RESULTS

WHEREAS, a General Election was held in the County of Los Angeles and conducted on Tuesday, November 6, 2018, as required by law; and

WHEREAS, the Board of Directors by Resolution No. 18-1081 requested the Board of Supervisors of the County of Los Angeles to permit the Registrar-Recorder/County Clerk to render election services for the Water Replenishment District for the purpose of electing two members of the Board of Directors of said District; and

WHEREAS, the Board of Directors by Resolution No. 18-1081 further requested the Los Angeles County Registrar-Recorder/County Clerk to canvass the returns of the election; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results with the Official Canvass Certificate and Final Official Statement of Votes Cast by precinct; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts except absent voter ballots and provisional ballots was 323,157.

SECTION 2. That the names of persons voted for at the election to serve a four (4) year term for their respective divisions as Directors of the Water Replenishment District are as follows:

<table>
<thead>
<tr>
<th>Director</th>
<th>Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>W H MURRAY JR.</td>
<td>Division 1</td>
</tr>
<tr>
<td>SERGIO CALDERON</td>
<td>Division 4</td>
</tr>
</tbody>
</table>

SECTION 3. That the number of votes given at each precinct and the number of votes given in the District to each of the persons above named for the respective offices for which the persons were candidates were listed in the Official Statement of Votes Cast.

SECTION 4. The Board of Directors does declare and determine that W H Murray Jr. was elected as Director of Division 1 for the full term of four years; Sergio Calderon was elected as Director of Division 4 for the full term of four years.
PASSED, ADOPTED AND APPROVED ON JANUARY 2, 2019.

____________________________________

John D.S. Allen., President

ATTEST:

______________________________

Vera Robles DeWitt, Secretary
DATE: JANUARY 2, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: EMERGENCY RESOLUTION 18-1089 UPDATE

SUMMARY
On November 7, 2018, the Board of Directors adopted Resolution 18-1089 declaring an emergency related to chemical and water leaks at the Leo J. Vander Lans (LVL) Water Treatment Facility. In accordance with California Public Contract Code Section 22050(b), authority was granted to pursue immediate corrective action necessary to address this emergency.

Since the last report, Jamison Engineering continues to repair leaks in the bulk chemical lines in the treatment plant. A majority of the lines have now been repaired and tested. Due to the weight of the chemical lines, additional supports will be installed for added safety – as some lines are mounted overhead and under the canopy structure. Repairs of one of two product water expansion couplings have also been completed. With the assistance of Jamison Engineering, staff examined various fittings removed from the system to better understand the cause of the widespread failure. Once our analysis is completed, staff will present its analysis of these issues to the Water Resources Committee and the Board.

FISCAL IMPACT
The cost total to date is $9,516.00 and was paid out of the LVL Operations Budget (Project 001 - General Repairs & Maintenance [5680]). The remaining balance will be paid out of 2018/2019 budget funds.

STAFF RECOMMENDATION
Staff recommends the Board of Directors receive and file the report.