

CHEMICAL SUPPLIER AGREEMENT
Purchase of Liquid Anionic Polymer
Specification No. C-2021-1252BD

THIS AGREEMENT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and [_____] with a principal place of business at [_____] (hereinafter referred to as "Supplier") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to engage Supplier to provide Liquid Anionic Polymer as described in Exhibit "A"; and

WHEREAS, Supplier submitted its Proposal dated [_____]; and

WHEREAS, on [_____], the Board of Directors of OC San, by minute order, authorized execution of this Agreement between OC San and Supplier; and

WHEREAS, OC San has chosen Supplier to provide Liquid Anionic Polymer in accordance with Ordinance No. OC San-52; and

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agreed as follows:

1. Introduction

1.1 This Agreement and all exhibits hereto (called the "Agreement") is made by OC San and the Supplier. The terms and conditions herein exclusively govern the purchase of Liquid Anionic Polymer as described in Exhibit "A".

1.2 Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A" Scope of Work, inclusive of Appendices
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirements Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions of this Agreement shall in all respects govern and control.

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

1.6 The term "days", when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.

- 1.7 The term “workday”. Workdays are defined as all days that are not Saturday, Sunday, or OC San observed holidays. Meetings with OC San staff shall be scheduled from Monday through Thursday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24 hours per day 7 days per week and work a rotated 12-hour shift) and shall conform to OC San work schedules.
- 1.8 OC San holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.9 Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends.
- 1.10 Supplier shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.11 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Supplier as a result of work performed in anticipation of purchases of said services by OC San.

2. Delivery

- 2.1 LOCATIONS: Deliveries shall be made in accordance with the Scope of Work, Exhibit “A”.
- 2.2 OC San will pay only for the actual quantity of Anionic Polymer delivered, based upon certified tare weight and net weight. The quantity invoiced by Supplier and payable by OC San will be for the total net weight of Anionic Polymer delivered (loaded gross weight minus the tare weight). Tare weight shall be determined immediately after each delivery and prior to cleaning, emptying, or clearing the delivery tank.
- 2.3 A bill of lading shall accompany all shipments in accordance with Exhibit “A”.

3. **Possession** Ownership and control of all Anionic Polymer delivered pursuant to this Agreement shall remain solely and exclusively with Supplier, until complete transfer of possession by delivery to OC San at the designated locations is made by Supplier.

4. Quantity

- 4.1 OC San makes no guarantee to actual use or quantity of Anionic Polymer purchased. Use may be sporadic based on the wastewater treatment requirements unique to each treatment plant.
- 4.2 OC San will, through the term of this Agreement, purchase Anionic Polymer from Supplier exclusively, except when OC San determines Supplier cannot make delivery within the time specified, with the quality and quantity specified, at the Agreement price, the level of Service is inadequate, OC San unapproved increase in active liquid pound rate or for any other default or breach of this Agreement. In such event, OC San may purchase Anionic Polymer elsewhere and charge Supplier any difference in the delivered price to OC San from that provided in this Agreement, or alternatively, OC San may terminate the Agreement based on said breach or failure to deliver the specified product. Quality control tests will be performed by OC San on the delivered Anionic Polymer to ensure it is consistent with the requirements specified in Exhibit “A”.

5. Pricing and Invoicing

- 5.1 Supplier will invoice for Anionic Polymer delivered in accordance with Exhibit “A”, and in accordance with the unit price(s) listed in Exhibit “B”. Prices shall include all cartage and taxes except California State Sales Tax. The sales tax will be paid by OC San.
- 5.2 OC San shall pay, net thirty (30) days, upon receipt and approval by OC San of itemized invoices, submitted in a form acceptable to OC San to enable audit of the charges thereon. Supplier shall email invoices to OC San Accounts Payable at APStaff@ocsan.gov and “INVOICE” with the Purchase Order Number and Anionic Polymer shall be referenced in the subject line. All invoices shall include a description of the delivery location, the delivery date, and the unit price(s).

6. Modifications

- 6.1 This Agreement may be modified or changed only by written instrument in the form of an amendment to this Agreement signed by both Parties.
- 6.2 Pricing modifications: The prices established in this Agreement shall remain firm for the one-year Agreement term. Quarterly pricing will not be accepted. Any adjustments made will allow for increases or decreases in the manufactured cost of the Anionic Polymer and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

- 7. Agreement Term** The Services provided under this Agreement shall be for the period of one (1) year commencing on November 1, 2021 and continuing through October 31, 2022.

8. Renewals

- 8.1 OC San may exercise the option to renew the Agreement for up to four (4) one-year periods based upon the criteria set forth in Exhibit “A”, if mutually acceptable terms can be negotiated. OC San shall make no obligation to renew nor give reason if it elects not to renew.

- 8.1.1 Renewals may be made through the OC San Purchase Order Process.

- 8.2 The prices established in the original Agreement may be adjusted. The adjustment will allow for any increase or decrease in the manufactured cost of the Anionic Polymer and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

- 8.2.1 Price adjustments shall be made through the Amendment process.

9. Termination

- 9.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Supplier shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Supplier for work performed (cost and fee) to the date of termination. Supplier expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Supplier other than for work performed to the date of termination.

- 9.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Supplier is not meeting specification requirements for delivery of quantities needed, the level of service is inadequate, for poor quality of product, for OC San unapproved increase in unit price(s), or any other default or breach of this Agreement.
- 9.3 OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Supplier:
- if Supplier becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Supplier sells its business; or
 - if Supplier breaches any of the terms of this Agreement; or
 - if total amount of compensation exceeds the amount authorized under this Agreement.
- 9.4 All OC San property in the possession or control of Supplier shall be returned by Supplier to OC San upon demand, or at the termination of this Agreement, whichever occurs first.
10. **Indemnification and Hold Harmless** Supplier shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Supplier's services under this Agreement, or by its subcontractor or by anyone directly or indirectly employed by Supplier, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Supplier shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Supplier's performance under this Agreement, and/or (b) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Supplier or anyone employed by or working under Supplier. To the maximum extent permitted by law, Supplier's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Supplier agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.
11. **Insurance** Supplier shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirements Form, Exhibit "C". Supplier shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Supplier allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.
12. **Equipment Loss** OC San will be responsible for any loss or damage to Supplier-owned equipment, when OC San determines OC San is at fault, only to the extent of OC San's fault, and will reimburse Supplier for such loss or damage upon receipt of invoices, minus a deduction for any amount determined to be the fault of Supplier or its subcontractor or a third party.

13. **Conflict of Interest and Reporting** Supplier shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
14. **Supplier's Relationship to OC San** Supplier's relationship to OC San in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall, at all times, be under Supplier's exclusive direction and control, and shall be employees of Supplier and not employees of OC San. Supplier shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all legal reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters.
15. **Contractor Safety Standards and Human Resources (HR) Policies** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and subcontractors shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Drug-Free Workplace** All employees of Supplier who will perform work under this Agreement must adhere to the California Drug-Free Workplace Act, Government Code Sections 8350 through 8357.
17. **Assignments** Neither this Agreement nor any interest herein or any claim hereunder may be assigned by Supplier either voluntarily or by operation of law, nor may all or substantially all of this Agreement be further subcontracted by Supplier without the prior written consent of OC San.
18. **Attorney's Fees** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
19. **Permits, Ordinances and Regulations** Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement shall be paid by Supplier. Fees demanded for obtaining certificates, including associated inspection fees and expenses of regulatory inspectors shall be paid by Supplier.
20. **Training Certification** When required by regulation, certificates of training shall be maintained on-site for the duration of the activity that requires an employee of Supplier to be certified. Certificates shall be current. Lack of certificates when required will be cause for removal of offending personnel from the site, termination of the Agreement, or both.
21. **Compliance with Law** Supplier warrants that under the performance of this Agreement, it shall comply with all applicable Federal, State and local laws, and all lawful orders rules and regulations thereunder. In connection with the execution of this Agreement, Supplier shall not discriminate against employees or an applicant for employment because of race, religion, color, sex, or national origin. Supplier shall take affirmative action to ensure that applicants are employed, and employees are treated during their employment without

regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.

22. Disputes

22.1 This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof. Pending final resolution of a dispute hereunder, Supplier shall proceed diligently with the performance of this Agreement and in accordance with OC San's decision.

22.2 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

22.3 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of Agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

23. Right to Review Services, Facilities, and Records

23.1 OC San reserves the right to review any portion of the Services performed by Supplier under this Agreement, and Supplier agrees to cooperate to the fullest extent possible. Supplier shall furnish to OC San such reports, statistical data, and other information pertaining to Supplier's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bond and other obligations.

23.2 The right of OC San to review or approve specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Supplier shall not relieve Supplier of any obligation set forth herein.

24. Incorporated Documents

24.1 The Scope of Work, including all Appendices, Proposal, Acknowledgement of Insurance Requirements, and OC San Safety Standards are hereby incorporated into and made a part of this Agreement, and unless modified or changed hereinabove, are controlling for all matters pertaining to the supply of Liquid Anionic Polymer and the manner of performance thereof.

- 24.2 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the other incorporated documents, the provisions of this Agreement shall in all respects govern and control.
25. **Severability** Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
26. **Waiver** The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder.
27. **Breach** Any breach by Supplier to which OC San does not object shall not operate as a waiver of OC San to seek remedies available to it for any subsequent breach.
28. **Public Contracts Law** OC San is subject to the provisions listed in the prevailing wage determination made by the Director of the Department of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts are part of this Agreement to the same extent as though set forth herein and will be complied with by Supplier. Supplier shall not pay less than the prevailing wage.
29. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Supplier's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
30. **Performance** Time is of the essence in the performance of the provisions hereof.
31. **Familiarity with Work** By executing this Agreement, Supplier warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Supplier discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Supplier's risk, until written instructions are received from OC San.
32. **Damage to OC San's Property** Any OC San property damaged by Supplier, its subcontractor(s), or by the personnel of either will be subject to repair or replacement by Supplier at no cost to OC San.
33. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Supplier.
34. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

- 35. **Read and Understood** By signing this Agreement, Supplier represents that it has read and understood the terms and conditions of the Agreement.
- 36. **Entire Agreement** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.
- 37. **Notices** All notices under this Agreement must be in writing. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

OC San: Jackie Lagade
 Principal Buyer
 Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, CA 92708

Supplier:

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be signed by the duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
 John B. Withers
 Chair, Board of Directors

Dated: _____ By: _____
 Kelly Lore
 Clerk of the Board

Dated: _____ By: _____
 Ruth Zintzun
 Contracts and Purchasing Manager

[SUPPLIER]

Dated: _____

By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

DRAFT

EXHIBIT A
SCOPE OF WORK
Purchase of Liquid Anionic Polymer (Step 2 of 2)
SPECIFICATION NO. C-2021-1252BD

1. PRODUCT REQUIREMENTS

1.1 **Anionic Polymer** The anionic polymer will be for coagulation in the primary clarifiers. Liquid anionic polymer to be a stabilized 2.0% solution, complete miscible with water or sewage, with the following chemical and physical properties:

- The % total solids 1.8 – 2.2%
- The % volatile solids 97.8 – 98.2%
- The % active polymer 1.8 – 2.2%

Viscosity, molecular weight, and charge density should be specified on the Certificate of Analysis which should accompany each shipment as specified in section 1.4 of this Exhibit A. Specifications should be consistent throughout the term of the contract and should match those of the polymer submitted for trial testing.

2. PRODUCT DELIVERY

2.1 The product supplied shall be of new manufacture and shall not be a reconstituted, reclaimed or spent product. Said product shall be clean and free from all dirt, wood and plastic particulate matter which could cause pumping failure. It shall contain no foreign substances, organic or inorganic, in injurious quantities. An injurious quantity shall be defined as the minimum capable of producing ill effects in the treatment plant process, in the receiving water, in sludge quality or causing Orange County Sanitation District (OC San) to exceed its NPDES requirements or does not conform to the quality criteria outlined below. Inorganic and organic impurities shall be determined by the procedures described in the latest edition of Standard Methods for the Examination of Water and Wastewater. OC San reserves the right to reject a load or cancel the contract if the stated requirements are not met.

2.2 A Delivery statement shall accompany all shipments and state the delivered weight and delivered gallons and active pounds, actual specific gravity and/or density of the product being shipped, and the actual percent of the delivered solution. Payment shall be based on the actual active pounds of product delivered. At a minimum, the invoice shall include a description of the delivery location, the delivery date, the unit price, the volume of product delivered, and any other parameters used to determine the cost for the shipment. The Supplier shall submit a duplicate copy of all invoices labeled for Division 830.

2.3 Each solution anionic polymer delivery requires a representative 16-ounce sample from the delivered load. A Certificate of Analysis must accompany each shipment and shall contain 1) the original gel polymer lot number used for the production of the solution anionic polymer, the original gel polymer molecular weight, and viscosity; 2) the delivered solution anionic polymer percent total solids, the percent active polymer and the specific gravity of the solution anionic polymer delivered. A certified analysis is defined as a statement signed by the manufacturer or supplier's representative declaring the analysis information is true and accurate. On initiation of this contract, a copy of each analytical test procedure must be made available to OC San. The analytical procedures must be in accordance with Standard Methods and be

acceptable to OC San. The minimum % total solids will be the minimum specification used for billing and product quality determinations.

2.4 OC San reserves the right to request polymer on a schedule convenient to the needs of the treatment plants. Deliveries shall typically be made within three (3) days of request and only received Monday through Friday between the hours of 7:00 A.M. and 4:00 P.M. PT.

2.5 The Supplier shall notify the Control Center or Operations' Center Clerk (Control Center) at the respective treatment plant upon arrival. The Supplier shall not unload polymer into any storage tank until the Supplier has received the appropriate tank key. Delivery receipts signed by an OC San employee will be presented to the Control Center when unloading is completed. Bill of Lading must be labeled with the information listed below in order to be accepted.

- Approved name/number of product
- Specify "ANIONIC"
- FOR PHYS/CHEM TREATMENT IN ANIONIC TANK

If the above information is not on the Bill of Lading, off-loading will not take place without confirmation from OC San supervision and/or the Supplier that it is the product ordered.

2.5.2 OC San will not accept what might be considered typographical errors. The polymer company has many products with similar product numbers so documentation must be accurate.

2.5.3 The OC San operator will examine the sample for color, consistency, and odor. If an anionic polymer delivered has an amine (ammonia) odor, the load will be rejected. Do Not Off-load.

2.6 Rejection of Shipment

OC San reserves the rights to reject deliveries or terminate the contract if, 1) product quality has deteriorated; 2) product is different from that which was trialed; 3) full scale performance of the chemical is significantly different from that shown during trial testing.

2.7 OC San does not guarantee any minimum or maximum usage of anionic polymer, but it is estimated that the annual usage will be 80,000 and 50,000 active pounds for Plant 1 and Plant 2, respectively. The quantity mentioned is an estimate only, based on past and expected usage. Deliveries will be made to Plants 1 and 2 as called for. Tank location name and volume:

<u>Bulk</u>	<u>Location</u>	<u>Tank Volume</u>	<u>Typical Load</u>
Plant 1	Headworks	9200 gal	5000 gal
Plant 1	Headworks	9200 gal	5000 gal
Plant 1	Headworks	14805 gal	5000 gal
Plant 2	Headworks	11300 gal	5000 gal
Plant 2	Headworks	11300 gal	5000 gal

3. PRODUCT QUALITY

- 3.1 The Supplier shall provide polymer identical to the product supplied to OC San during the qualification portion of the bid. The neat polymer delivered by the Supplier must not contain solidified masses of polymer and must be 100% in solution when mixed by means of OC San's polymer solution batch mixing procedure.
- 3.2 Periodic quality control tests will be performed by OC San on the delivered anionic polymer to assure that minimum contract specifications are attained, and that the supplier-reported quality is accurate. All billings will be for no more than the actual polymer delivered. Polymer will be paid for on a corrected weight basis. All polymers delivered under the minimum product specifications shall be discounted proportionately.

On a quarterly basis, Supplier of the anionic polymer shall provide the viscosity of a representative solution anionic polymer made down as delivered.

4 SAFETY

- 4.1 **General** – A meeting with personnel from OC San's Risk Division will be required before the start of contract. OC San requires hard hats, safety glasses, and safety shoes be worn on the plant premises. Face shields may also be required to be worn when working around pressured chemical systems at connections, disconnections, adjustments, and observations. It is the responsibility of the Supplier to inform the delivery truck drivers of this obligation and train them in these requirements.
- 4.2 Safety showers and eye washes are located at the chemical handling locations. Drivers must review the shower and eyewash locations prior to off-loading chemicals. Drivers shall comply with OC San's safety policies while on the plant sites. The Supplier shall provide safety equipment. **Lack of safety equipment or failure to use safety equipment will be cause for rejection of the product.**
- 4.3 **Spill Response Plan** - The Supplier shall have and maintain an effective spill response plan to minimize environmental impacts. Said plan must be forwarded in writing to OC San approximately 30 calendar days after the award of the contract. Drivers shall be trained accordingly.

5 DELIVERY PROCEDURES for Plant 1 and Plant 2

Chemical delivery Standard Operating Procedures (SOPs) are referenced in Appendix A-1.