

**WRD PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT**  
**CITY OF COMMERCE**

This PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT (the “Agreement”) is made and entered into this 20th day of January, 2022, (“Effective Date”) by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, a California Special District organized and existing pursuant to the Water Replenishment District Act, California Water Code Section 60000 et. seq. (“WRD”), and City of Commerce (“Pumper”<sup>1</sup>). WRD and the Pumper are each a “Party” and collectively “Parties” to this Agreement.

A. WRD manages the West Coast and Central Groundwater Basins (“Basins”) in Los Angeles County in order to support a variety of beneficial uses. Much of the potable water supply currently used within WRD’s 420-square mile service area (“district”) is pumped groundwater. The Water Replenishment District Act (“WRD Act”) in the California Water Code authorizes WRD in Section 60220 et. seq. to take actions for the purpose of protecting and preserving the groundwater supplies within the district for beneficial use, a district may take any action, within the district, including but not limited to, capital expenditures to protect and preserve groundwater supplies.

B. A group of man-made substances known as per- and polyfluoroalkyl substances (“PFAS”), which include perfluorooctanoic acid (“PFOA”), perfluorooctane sulfonate (“PFOS”), and perfluorobutane sulfonic acid (“PFBS”), have been used in numerous consumer and industrial products since the 1940s.

C. Pumpers are governmental agencies (or a regulated public utility) that operate public water systems for the purpose of delivering potable water. They obtain water supply by pumping groundwater from Water Producing Facilities within the Basins.

D. The State of California, specifically the State Water Resources Control Board (“SWRCB”) Division of Drinking Water (“DDW”), has established Response Levels (“RL”) of 10 parts per trillion (“ppt”) for PFOA, 40 ppt for PFOS, and 5,000 ppt for PFBS. Assembly Bill 756, codified at Health and Safety Code Section 116378, and effective January 1, 2020, requires that community water systems, including Pumpers, either notify their customers of PFAS detections exceeding RLs or remove from service drinking water sources with PFAS exceeding

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<sup>1</sup> “Pumper” means a listed public agency (and any regulated public utility) identified herein, and groundwater pumper, that extracts groundwater from the Basin(s) via “Water Producing Facilities” (as that term is defined in Section 60018 of the California Water Code), and who are adversely impacted by PFAS in one or more Water Producing Facility/Facilities they own or operate.

RLs.<sup>2</sup> On August 27, 2020, the SWRCB issued orders (General Order 2020-003-DDW) to many water producers, including the Pumpers, requiring that the producers test the water they provide for PFAS.

E. In July 2021, the State of California Office of Environmental Health Hazard Assessment established Public Health Goals (“PHGs”) of 0.007 ppt for PFOA and 1 ppt for PFOS. PHGs are the first step in the regulatory process leading to DDW setting enforceable Maximum Contaminant Levels (“MCLs”).

F. PFAS compounds create a unique groundwater contamination issue that impacts many Pumpers. Without any action, PFAS impacted groundwater may migrate, affecting other Water Producing Facilities and larger portions of the Basins.

G. The Parties desire that the Basins continue to provide a groundwater supply of suitable quality to allow for the continuation of all existing and potential beneficial uses, and that complies with all State and Federal standards and relevant advisory levels. Quick and effective actions by WRD, in concert with Pumpers, are needed to remove, treat and control PFAS down to established regulatory limits while also removing them to prevent their contamination of other portions of the Basins.

H. The Parties recognize the necessity and commit to a high level of coordination to expeditiously design, construct, and operate PFAS treatment systems (“Treatment Systems”) to remove PFAS from the Basins where PFAS is detected in Water Producing Facilities.

I. Treatment of water containing PFAS helps mitigate the spread of contamination in the Basins and provides for the use of groundwater which serves as the most reliable and cost-efficient source of water, further decreasing our dependence on water imported from Northern California and the Colorado River.

J. As a result of DDW issuing RLs for PFOA, PFOS, and PFBS, potential issuance of new RLs for other PFAS, and anticipated State or Federal MCLs for PFAS, Pumpers have lost, or are anticipated to lose upon finalization of the MCLs for one or more PFAS, pumping capacity in one or more Water Producing Facilities due to the presence of PFAS. Given the magnitude of the PFAS problem within the Basins, and WRD’s desire to improve and protect the quality of the groundwater supplies within the district so that groundwater from the Basins may be beneficially used, WRD has developed, and is implementing through this Agreement and other actions, a new program that will allow WRD to assist Pumpers in treating groundwater containing PFAS by funding, contracting, and cooperating with Pumpers to develop and construct wellhead Treatment Systems such that water quality within the WRD service area will be improved (“Program”), and

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<sup>2</sup> DDW’s February 2020 guidance directs community water systems to test for PFAS using EPA Method 537.1 and notes that DDW defines PFAS “as those analytes included in EPA Method 537.1.”

such that Pumpers can continue to beneficially use groundwater from the Basins after the treatment for drinking water purposes.

K. WRD has the authority under California Water Code Section 60224 “for the purpose of protecting and preserving the groundwater supplies within the district for beneficial uses, a district may take any action, within the district, including, but not limited to, capital expenditures and legal action, within the district, including, but not limited to, capital expenditures and legal actions, which in the discretion of the board is necessary or desirable to accomplish any of the following: (a) Prevent contaminants from entering the groundwater supplies of the district, whether or not the treat is immediate; (b) Remove contaminants from the groundwater supplies of the district; (c) Determine the existence, extent, and location of contaminants in, or which may enter, the groundwater supplies of the district; (d) Determine Persons, whether natural persons or public entities, responsible for those contaminants; (e) Perform or obtain engineering, hydrologic, and scientific studies for any of the foregoing purposes.” WRD hereby takes the actions contemplated in this Agreement pursuant to the authority conferred by the referenced section and its powers as provided by the WRD Act.

L. WRD has determined that certain portions of the Basins in the vicinity of Pumpers’ Water Producing Facilities are polluted by PFAS, and that entering into this Agreement with Pumpers will encourage beneficial use of groundwater polluted by PFAS that would otherwise not be used while improving the quality of water supplies within the district.

M. WRD and the Pumper mutually desire to enter into this Agreement pursuant to the WRD Act to document the Program responsibilities of the Parties in the construction and operation of PFAS Treatment Systems, systems that the Parties will use to treat or remove PFAS, thereby improving the quality of groundwater supplies within the district.

N. This Program Agreement sets forth the terms and general requirements for participation in the WRD PFAS Remediation Program and the terms and basis for the Program.

**The Parties therefore agree as follows:**

1. The Recitals above are deemed true and correct and are hereby incorporated in this Agreement as though fully set forth herein. The Parties agree that the actions that will be taken pursuant to this Agreement are reasonable and necessary to accomplish the goas and objectives of the WRD Act.

## 2. PURPOSE.

2.1 Facilitation of Basins-Wide Treatment. WRD and the Pumper intend to facilitate treatment of the Basins groundwater which has been impacted by the detection of PFAS. WRD will coordinate and fund planning and treatment efforts pursuant to the terms of this Agreement.

2.2 PFAS Compounds and Reopener. The Parties recognize the necessity of and commit to a high level of coordination to expeditiously design, construct and operate PFAS Treatment Systems to remove PFAS from the Basins where PFAS is detected in a Pumper's (existing or anticipated) Water Producing Facilities that exceed an applicable RL or MCL. The Parties acknowledge that additional compounds within the PFAS family may become regulated during the term of this Agreement.

## 3. PROGRAM.

### 3.1 Participation Options.

WRD through this Program awards participant Pumpers the option of participating in one of two program options, as designated in the Specific Project Details attached hereto as Exhibit A:

1. Funding Support Program: WRD to provide funding only based upon agreed upon project either in an agreed upon lump sum at project completion and close out or through the issuance of progress payments in accordance with an agreed upon capital expenditure timeline. Pumper shall be reimbursed for pre-approved treatment system design and construction ("Pumper-Built").
2. Turnkey Program: WRD to provide planning, design, building and management of the construction of treatment systems through project completion. WRD shall fund all costs up to the support limit the Pumper is awarded through the Program. The Pumper is responsible to pay any and all costs for the project that exceed the amount awarded through the Program ("WRD-Built").

### 3.2 Program Funding:

Program funding for either of the two program options identified above shall be governed by the funding limit calculation described below and the provisions set forth in Exhibit

A. In the event that the specifics contained in Exhibit A are inconsistent with the provisions of this Agreement, the specifics in Exhibit A shall control.

1. Funding shall be based on the most recent three full water year average of pumping (July 1 to June 30) (“Water Year”) from the affected well site as reported to Watermaster. In the event that the subject well has been shut down due to PFAS, the funding shall be based on a two-year average of pumping reported to Watermaster from the affected well site, utilizing the most recent two years of operation. For any new well that does not have a full Water Year of historical production, WRD and the Pumper who owns the new well shall meet and confer to determine the appropriate level of production for such well to be considered in determining funding to be provided under this Agreement.
2. Funding shall be based on the following formula:  
Pumping average (as reported to Watermaster) x \$1,000 per acre foot = Funding Amount. At the sole discretion of WRD, the funding amount may be decreased or increased if additional funding is available, as detailed in Exhibit A.
3. All funding under this Program shall be subject to a five million dollar (\$5,000,000) limit per Pumper.
4. Pumpers shall be responsible for any and all operations and maintenance costs and any costs not specifically provided for in the Program. This Program is the Capital Support for PFAS treatment systems only.

3.3 Conditions for Funding Applicable to both Program Options:

1. Provision of licensed engineers condition assessment as to the condition of the well, and associated distribution system and viability for operation through the requirements of this Program. A condition assessment will be completed prior to the completion of system design.
2. Requirements as set forth in this Agreement and the specific requirements of the Program option selected.
3. The governing body of the Pumper shall adopt a Financial Capability Resolution (“Resolution”) that certifies that the Pumper has adequate financial reserves and ability to cover any and all costs in excess of the WRD funding identified in Section 3.2 of this Agreement. A template for the Resolution shall be provided to the Pumper from WRD. The

adopted Resolution shall be a stand-alone resolution with language that may not be altered from the language provided in the template. No reimbursements shall be made to the Pumper until the adopted Resolution is submitted to WRD.

4. Pumper shall submit to WRD a completed PFAS Funding Application that is signed and dated prior to executing this Agreement. WRD shall utilize the completed Application to initiate the review process. Pumper shall ensure that their Application contains accurate and complete information in order to avoid delays in processing their funding request.

#### **4. TURNKEY PROGRAM (“WRD-BUILT”).**

4.1 Funding. WRD shall fund the reasonable cost to design and construct the Treatment System subject to program funding limitations in Section 3.2, except for costs as described in Section 4.3. WRD, at 30% design, will evaluate cost and project viability in conjunction with Pumper’s ability to cover costs in excess of program funding. Pumper shall demonstrate the ability to fund all costs in excess of program funding identified in Section 3.2.

4.2 CEQA/NEPA. In connection with the proposed Treatment System for Impacted Wells, the Parties agree that the Pumper shall act as lead agency for CEQA/NEPA compliance. All aspects of CEQA/NEPA compliance shall be borne by the Pumper.

#### 4.3 Property Acquisition, Entitlements.

A. Land and Rights of Way. Each Pumper shall secure at its expense any land and/or right of way necessary to construct the Treatment System.

B. Entitlements. Each Pumper shall obtain at its expense all land use entitlements and permitting necessary to construct the Treatment System.

C. Property Conditions for WRD-Built Treatment System. If a Pumper chooses a WRD-Built Treatment System, then WRD will have no obligation to design or construct the Treatment System until a Pumper has demonstrated it has obtained lands and land use entitlements sufficient to permit construction of the Treatment System.

4.4 WRD-Built Facilities. The provisions of this Section 4.4 apply to PFAS treatment facilities that a Pumper elects to have WRD design and build.

A. Design. WRD will consult with and seek input from the Pumper on the design and construction of the Treatment System. Pumper shall support and assist WRD in hiring

design consultants and designing the Treatment System, but WRD will have the reasonable authority and discretion in determining the Treatment System final design. If the Pumper desires to construct additions or enhancements to the Treatment System beyond what WRD determines as appropriate for this Program, Pumper shall be responsible for any and all costs for this portion of the project. The level of treatment selected by WRD must allow the Pumper to treat regulated PFAS to comply with RLs or MCLs, unless special circumstances dictate an alternative approach.

B. Property Rights. A Pumper shall provide WRD with temporary property rights over any site necessary for construction, staging, and laydown for the Treatment System Project. These temporary property rights will be in the form of a license or temporary construction easement, or other property right sufficient to provide for WRD's control of the site during construction.

C. Advertising and Award of Construction Contracts. WRD shall advertise, where required by the WRD Act, and award construction contracts for construction of the Treatment System. A Pumper shall support and assist WRD in these efforts and shall expeditiously provide any documents necessary for procurement and construction at no cost to WRD.

D. Administration and Inspection. WRD will administer the necessary contracts to construct the Treatment System, including reviewing and responding to contractor requests for information or requests for clarification, reviewing and approving shop drawings, and filing a Notice of Completion. WRD shall provide all construction and inspection for the Treatment System.

E. Transfer of Treatment System. Upon filing the Notice of Completion for the Treatment System, WRD will transfer the constructed and operating Treatment System to the Pumper with an appropriate legal instrument and a quitclaim of any property rights obtained under Section 4.4. WRD shall provide the Pumper with copies of all applicable O&M manuals and record drawings for the Treatment System in WRD's possession. WRD shall also transfer to the Pumper any manufacturer's warranties on equipment included in the Treatment System.

F. Upon the Pumper's receipt of the legal instrument and quitclaim of property rights, Pumper shall be solely responsible for ensuring the proper operation, maintenance, and repair of the Treatment System.

G. Warranty, Post-Construction Remedies. WRD will assist with any construction defect claims not attributable to the negligence or willful misconduct of Pumper for one year after the date of filing of the Treatment System Notice of Completion. The Parties will also, to the extent they deem prudent, jointly pursue any statutory construction defect remedies against third-party designers and contractors.

H. DDW Permit Assistance. WRD will support and assist the Pumper with technical information in modifying the Pumper's DDW operating permit to account for and authorize the new Treatment System as part of the Pumper's public water system. Pumper will be solely responsible for any and all DDW permit compliance.

## **5. FUNDING SUPPORT PROGRAM ("PUMPER-BUILT").**

The provisions of this Section 5 apply to PFAS treatment facilities that a Pumper elects to design and build with program funding identified in Section 3.

5.1 As a requirement of funding under the Funding Support Program, the Pumper must have a designated licensed professional engineer responsible for all project management and program oversight (aside from any design engineer retained for this Project).

5.2 WRD Acceptance of Design. The Pumper shall hire their own licensed engineers, designers, consultants, contractors and prepare and submit to WRD for acceptance of a condition assessment and conceptual design with all applicable analysis and basis for the Treatment System. WRD shall review and provide acceptance of Program compliant designs in writing within 30 days. All designs to the extent possible should be scalable in a manner to address compliance with future requirements. Once conceptual design for a Pumper's proposed Treatment System is approved by WRD, the Pumper will coordinate with WRD in the planning and final design of the Treatment System. The Pumper shall then prepare and submit the final design to WRD for approval. WRD shall participate in the Pumper's project meetings as necessary to obtain WRD's final approval of the Treatment System in an expeditious manner so as not to delay the Pumper's design and construction of the Treatment System. WRD shall review and approve the final design, if deemed reasonable and effective, in writing, within 30 days. WRD shall have the right to place reasonable conditions on the final design approval.

5.3 Construction. Upon WRD's approval for the final design, the Pumper shall advertise, award, and ensure timely completion of all necessary contracts to construct the Treatment System in accordance with all applicable laws and procurement regulations. The Pumper shall notify WRD upon the award of the construction contract and upon recording the Notice of Completion. Pumper shall hire a construction manager for the Project and said construction manager shall share information and reports with WRD upon request. If Pumper has a certified construction manager on staff, Pumper may utilize said staff member after providing WRD with proof of certification.

5.4 Pumper shall contract directly with all entities required to build their own system. WRD will not provide any assistance other than the funding identified in Section 3. Usage of the funding shall be limited to capital costs only. Any funds used for non-capital costs shall be



refunded to WRD and shall be subject to cost recovery actions by WRD with the Pumper responsible for any and all costs borne by WRD in such action.

5.5 Funding. WRD shall provide funding in the form of reimbursement to Pumpers at either completion of the project or in the form of monthly reimbursements. If the Pumper desires monthly reimbursements, the Pumper must submit billings to WRD each month for eligible expenses with backup documentation. Review and payment of the submission shall be conditioned on the receipt of documentation to the satisfaction of WRD evidencing the work completed and payment by the Pumper to the vendor for the reimbursement sought. WRD shall withhold a five percent (5%) retention on each payment made and shall release said retention within 60 days of completion of construction and demonstration of successful operations and compliance and satisfaction of any and all WRD requests and compliance with the terms of this Agreement and the terms of any other program documents. Project retention shall not apply when the Pumper has selected one lump sum reimbursement at completion of the project.

## **6. PROGRAM OPERATIONS & MAINTENANCE OBLIGATIONS.**

6.1 20-Year Term. Each Pumper shall operate, maintain, and repair a Treatment System, and any related Impacted Well, for the earlier of:

- A. 20 years following the filing of the Notice of Completion; or
- B. Until water produced from the Impacted Wells meets RLs or MCLs for PFAS.

6.2 Operating Standards.

A. WRD recognizes in the normal course of operating a water system, the Treatment System and Impacted Wells may need to be turned off for routine maintenance, seasonal demands, emergencies, accommodating in-lieu imported water deliveries, and major repairs. Each Pumper agrees to operate the Treatment System in a manner consistent with industry standards and take actions in the same manner as a reasonably prudent water system operator, with the understanding that the Treatment System funded by WRD is intended to be regularly used for daily treatment of groundwater as long as PFAS exceeds an RL or MCL in the Basins in the vicinity of the well. The Parties understand and agree that Treatment Systems constructed or funded by WRD are not intended to be used as “stand by” Treatment Systems.

B. All Treatment Systems constructed or funded by WRD must operate and produce the pumping volumes as identified in Item 4 in Exhibit A, “Annual Pumping Requirement”. For the purposes of determining compliance with the Annual Pumping

Requirement, a rolling average of the most recent three full water years since initiation of PFAS treatment shall be used.

C. By August 31 of each year, Pumper shall file an annual report with WRD on compliance and operations of the Treatment System, including the amounts of water produced and treated, and quantity of PFAS removed from the water produced in the prior Water Year.

D. If a Treatment System does not produce the Annual Pumping Requirement, as identified in Exhibit A, Pumper must make a presentation to the WRD Budget Advisory Committee (BAC) and Technical Advisory Committee (TAC) explaining the circumstances that have led to the failure to produce the Annual Pumping Requirement and describing a plan to reach compliance in the shortest time frame possible, or to adjust the Annual Pumping Requirement and the terms of this Agreement based on applicable circumstances.

E. If the Pumper is unable to achieve the requisite pumping required (under production) subject to any actions and adjustments made pursuant to section 6.2(D), the Pumper shall reimburse WRD for its funding pursuant to the terms of this agreement within 2 years as of the date the pumping default first occurred.

6.3 Compliance, Permits, Testing, Reporting. Each Pumper shall obtain and comply with any and all regulatory permits, permissions, or approvals necessary to operate and maintain the Treatment System. Pumper shall operate and maintain the Treatment System in accordance with state and federal regulatory requirements, prevailing industry standards, required maintenance practices, and equipment manufacturer recommendations and requirements. Pumper shall perform required water quality testing and reporting to verify the successful operation of the Treatment System to comply with regulatory requirements. A failure to maintain compliance shall result in a default of the operations requirements outlined in this section. Pumper shall also provide operational reporting as requested by WRD. Annually, within 45 days of the close of the fiscal year, Pumper shall provide the quantity of water pumped, treated, and served, and the levels of PFAS removed and entering the product water stream. Product water quality shall meet all regulatory and permitting requirements.

## 7. FINANCIAL.

### 7.1 Capital Costs—Payment and Reimbursement.

A. Prior Cost Reimbursement for Qualifying Work Completed Prior to Funding. WRD will pay as up-front costs all planning, design, construction, and start-up costs as described above, except for the costs for property rights, land use entitlements, additions, permits, Pumper staff time, other project enhancements, or as otherwise described in this Agreement up to

the identified funding level. All requests for payment of up-front costs shall be deducted from the funding amount identified in Section 3.2. Pumper shall be responsible for any and all costs and fees in excess of the identified funding amount in Section 3.2.

B. Pumper-Built Facilities—Reimbursement. WRD shall reimburse the Pumper for reasonable professional services as determined by WRD in its sole discretion for the planning, design, construction, and start-up of Treatment System on the agreed upon payment basis. WRD shall pay reimbursements subject to retention to the Pumper within 30 days of receiving adequate documentation from the Pumper in compliance with Section 5.5. Pumper shall maintain all records, backup, and project information until project completion and close out, pursuant to the terms of this Agreement.

- (1) Authorized expenses include, but may not be limited to:
  - (1) Planning costs, design costs, construction costs inclusive of start-up and commissioning.
- (2) Unauthorized expenses not eligible for reimbursement shall include:
  - (1) The Pumper's staff time; (2) direct or indirect overhead type expenses for staff; and (3) costs not primarily attributable to Treatment System design and construction, and (4) any and all costs related to O&M or existing systems, deferred maintenance, or existing site conditions.

C. Submission Requirements. All reimbursement submissions shall be in the manner identified and requested by WRD, with all backup and documentation requested and specified by WRD.

## 7.2 Grants.

A. WRD Sought. WRD may seek federal, state, or other grant funding to offset costs of the PFAS program contemplated by this Agreement. Each Pumper shall support and assist WRD, as requested by WRD, to obtain any grants that may be used by WRD to fund construction. Grant funds received by WRD will be used to fund WRD's costs of planning, design, and construction of Treatment Systems, unless otherwise required by the terms of that grant. Pumper agrees to comply with any and all conditions imposed by any funding sources secured by WRD, including but not limited to Federal and WIFIA.

B. Pumper Support to WRD-Sought Grants. Each Pumper shall support and assist WRD in preparing any annual reports or documents necessary for WRD to comply with grants received for the PFAS Program. Subject to the requirements of this Section, no provisions in this Agreement will prevent a Pumper from applying for grants or loans, from any source.

C. Pumper-Sought Funding. All Pumpers are encouraged to seek third-party funding for Treatment System-related expenses. If a Pumper receives any grants or other third-party funding beyond the Pumper's contribution to the total project cost, the Pumper shall utilize these funds to reimburse WRD for its contribution to the project.

7.3 Records Retention, Audit. The Parties shall keep and maintain all records, accounts, and reports relating to this Agreement for a period of at least 10 years after the date of a final judgment or final settlement resolving any and all litigation related to PFAS cost recovery initiated per Agreement. The Parties will have access to these records at any time during normal business hours upon 10 calendar days' notice. At its cost, any Party may audit the books, records and accounts of the Party relating to its performance of this Agreement, and the audited Party shall provide reasonable cooperation to the auditing Party in this regard.

## 8. RISK ALLOCATION.

### 8.1 Insurance.

A. Construction Activities. In the hiring of consultants and contractors to design and build the Treatment System, the hiring or contracting Party will have the other Party (WRD, if Pumper-Built, or the designing/building Pumper, if WRD-Built) included as an additional indemnitee and additional insured on the same basis and with the same limits in all contracts. The hiring Party will use the higher of the two Parties' standard limits for the purpose of coverage requirements. For example, in connection with a WRD-Built Treatment System, WRD shall have Pumper named as an additional indemnitee and an additional insured in all consulting and construction contracts related to the Pumper's Treatment System. In connection with a Pumper-Built Treatment System, Pumper shall have WRD named as an additional indemnitee and an additional insured in all consulting and construction contracts. The hiring or contracting Party shall provide the other Party with proof of insurance, including additional insured endorsements.

B. Parties' Coverage. Each Pumper shall take out and maintain in effect at all times during the term of this Agreement comprehensive general liability insurance in an amount not less than \$2 million per occurrence, for bodily injury, death and property damage associated with the operation and maintenance of the Treatment Facilities and Impacted Wells, naming WRD as an additional insured under such policy. An endorsement evidencing this insurance coverage shall be furnished to WRD prior to WRD or Pumper commencing construction on a Treatment System. The cost of insurance shall not be a reimbursable cost of the project.

## 8.2 Indemnity.

### A. By Pumper:

(1) Each Pumper shall defend, indemnify and hold WRD harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to person or property, losses, penalties, obligations, expenses or liabilities (collectively, "Claims") that may be asserted or claimed by any third party arising out of the negligent or reckless performance or implementation of this Agreement by Pumper except for Claims arising out of or relating to the design or construction of a Treatment System where WRD designed or constructed the Treatment System.

(2) Pumper shall indemnify, defend, and hold WRD harmless from any liability, or regulatory enforcement attributable, in whole or in part, to Pumper's failure to properly operate and maintain the Treatment System and Impacted Wells.

### B. By WRD:

(1) WRD shall defend, indemnify, and hold each Pumper harmless from and against any and all Claims that may be asserted or claimed by any third party arising out of the negligence or reckless performance or implementation of this Agreement by WRD.

## 8.3 Release and Hold Harmless.

### A. Pumpers' Release of WRD.

(1) Pumper hereby releases WRD, its officers, directors, employees, agents, and representatives, from any and all liability, known or unknown, arising out of, or otherwise attributable to the discovery and/or presence of PFAS in source water from the Basins, Pumpers' Water Producing Facilities, and Pumpers' potable or non-potable water system, before during or after treatment. Such release shall include, but is not limited to, claims or litigation initiated by third parties against a Pumper or WRD, and any other legal, administrative, or regulatory actions associated with WRD's performance of its obligations under this Agreement.

B. No Admission of Liability. Nothing contained herein shall be deemed an admission of liability by any Party to this Agreement.

## 8.4 Legal Cost Recovery Efforts.

A. WRD anticipates commencing litigation against responsible parties, including chemical manufacturers of PFAS, in order to recover costs from persons responsible for placing PFAS into the stream of commerce and/or the environment where it could make its way

into the Basins (“Damages”). The Pumper shall support coordinate assist and comply with all reasonable WRD requests regarding WRD’s cost recovery litigation related to pursuit of Damages associated with PFAS.

B. WRD will request each Pumper that has sustained Damages to determine if it intends to jointly retain counsel with WRD in litigation to recover Damages. Pumpers who join as co-plaintiffs are “Participating Pumpers’ in WRD’s cost recovery efforts.

C. Should the WRD Board move forward with PFAS litigation, any Participating Pumpers will enter into an appropriate joint prosecution/common interest agreement for Shared Litigation Counsel and establish confidentiality and privilege concerning communications and work product of the Steering Committee and Executive Committee.

D. Participating Pumpers can decide at any time to discontinue participation in the litigation initiated by WRD, but agree, if applicable, to pay to Shared Litigation Counsel, in accordance with any retainer agreement negotiated with Shared Litigation Counsel, for the withdrawing Pumpers share of Shared Litigation Counsel’s reasonable attorneys’ fees and cost incurred prior to the date of withdrawal (if any). Further, per the terms of any retainer agreement with Shared Litigation Counsel, the Participating Pumpers agree to maintain as confidential, and where applicable, to return, any communications and work product obtained via the litigation.

E. WRD is evaluating the option of joining with Pumpers impacted by PFAS as co-plaintiffs with Shared Litigation Counsel, potentially on a contingency basis. However, if a Pumper decides to pursue or initiate separate PFAS litigation (“Separate Litigation”), Pumper shall notify WRD of such intent thirty (30) days prior to formally filing the Separate Litigation. Pumper shall notify WRD of such intent thirty (30) days prior to formally filing the Separate Litigation. Pumper in the Separate Litigation must comply with the following:

(1) The Pumper shall give WRD the opportunity to review and comment on Separate Litigation documents (e.g., pleadings) prior to any Separate Litigation filing.

(2) No PFAS related cost incurred by WRD, or likely to be incurred by WRD, and related to the Pumpers treatment system(s) (construction and/or O&M), will be asserted in a Pumper’s Separate Litigation.

(3) In order to prevent duplicative claims for the same damages in separate lawsuits, assertion of which WRD’s consent shall constitute a violation of this Agreement, WRD must approve any PFAS related cost a Pumper is seeking to recover prior to its assertion in Separate Litigation. However, WRD shall not unreasonably withhold such approval, and shall consult in good faith with counsel for a Pumper that wishes to initiate Separate Litigation in order to seek ways to accommodate the interests of both Parties, prior to disapproving any cost.

(4) A Pumper shall closely coordinate its separate legal action with WRD, and, where requested in good faith by WRD, support the positions taken by WRD related to PFAS in court and in political, community and business forums.

(5) A Pumper shall not assert claims against WRD in any litigation related to PFAS, or otherwise knowingly take positions that could result in WRD or other Pumpers incurring liability related to PFAS as a result of the position asserted by the Pumper in the Separate Litigation.

## **9. EXPIRATION AND TERMINATION.**

This Agreement expires 20 years from the Effective Date. A Pumper may terminate this Agreement upon providing 90 days written notice to WRD. However, if a Pumper terminates this Agreement prior to the 20-year date of expiration, the Pumper shall reimburse WRD for all of WRD's unrecovered costs in constructing the Treatment System using the methodology described in footnote 3,<sup>3</sup> plus any other reasonable expenses incurred by WRD as a result of the early termination.

## **10. NOTICE.**

Any notice, instrument, payment, or document required to be given or delivered under this Agreement shall be given or delivered by personal delivery or by depositing the same in a United States Mail depository, first class postage prepaid, and addressed to the appropriate Party. Notice under this Agreement may also be provided to such other address as any Party may direct in writing to the other. Service of any instrument or document given by mail will be deemed complete upon receipt if delivered personally, or forty-eight (48) hours after deposit of such instrument or document in a United States mail depository, first class postage prepaid, and addressed as set forth above.

## **11. MISCELLANEOUS.**

11.1 Further Assurances. The Parties shall execute and deliver any documents and cooperate in performing any acts necessary to further the intent of this Agreement.

11.2 Time is of the Essence. Time is of the essence in performing all obligations under this Agreement.

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<sup>3</sup> The reimbursement shall be based on the following formula: [Annual Pumping Requirement (subject to any adjustment pursuant to Section 6.2) x 20-year Term) – total water produced by Pumper pursuant to the terms of this Agreement] x \$1000.00 per acre foot (or the final funding amount per acre foot as specified in Exhibit A).

11.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original. All signatures taken together will be considered as one and the same agreement.

11.4 Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by workforce strikes; riots; fire; flood; federal, state and county regulatory action; pandemics; war; or terrorism.

11.5 Dispute Resolution. Any dispute arising from or relating to this Agreement shall be submitted to final 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 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.

11.6 Successors and Assigns. All of the terms, conditions, and provisions of this Agreement inure to the benefit of and will be binding upon WRD, the Pumper, and their respective successors and assigns.

11.7 No Implied Waivers. If any term, condition, or provision of this Agreement is breached by either Party and thereafter waived by the other Party, that waiver will be limited to the specific breach so waived, and will not be deemed either to be a continual waiver or to waive any other breach under this Agreement.

11.8 No Obligation to Third Parties. The approval, execution, and performance of this Agreement does not confer any rights upon any person or entity other than WRD and the Pumpers. There are no third-party beneficiaries to this Agreement. Each Pumper's obligations under this Agreement are to WRD only, unless otherwise specifically stated herein (e.g., requirement to release or provide notice to other Pumpers).

11.9 Nature of Relationship. This Agreement does not create, and will not be construed or deemed to create any agency, partnership, joint venture, landlord-tenant, or other relationship between WRD and any Pumper except as specified in this Agreement.



11.10 Integration, Construction and Amendment. This Agreement represents the entire understanding of WRD and each Pumper as to the design and construction of PFAS treatment facilities for the Impacted Wells. No prior oral or written understanding will be of any force or effect with respect to those matters covered by this Agreement. This Agreement will be construed as if drafted by both WRD and each Pumper.

11.11 Modification, Variance, and Most Favored Nation Provisions. Unless specifically authorized herein, this Agreement may not be modified, altered, or amended unless in writing signed by authorized representatives of both WRD and all Pumpers, except that WRD and any individual Pumper may enter into a Pumper-specific “Variance” that will be applicable only with respect to WRD and that specific Pumper. Except for where site-specific circumstances require unique considerations, WRD shall interpret and administer this Agreement in a similar manner with each Pumper. At least 30 days prior to approving any proposed Variance, WRD will provide written notice of the proposed Variance to the other Pumpers and provide each with an opportunity to opt into the same terms of that Variance. Upon approval of any Variance, WRD shall provide a fully executed version of the Variance to each Pumper that has opted in under the Variance.

11.12 Severability. Each provision of this Agreement is severable from the whole. If any provision of this Agreement is found contrary to law, the remainder of this Agreement will continue in full force.

11.13 Authority.

A. Pumper hereby agrees that funding provided by WRD per this Agreement is in furtherance of WRD’s purpose of treating/purifying water in the Basins to facilitate beneficial use of locally produced groundwater in order to increase production of groundwater containing PFAS from the Basins—to levels typical prior to setting of RLs for PFAS, and that Pumper’s production of water from the Basins is in lieu of Pumper taking water from an alternative non-tributary source, thereby furthering WRD’s efforts to remove or eliminate PFAS contaminants from the Basins.

B. By entering into this Agreement, each Party represents that it, and to the best of its understanding the other Parties to this Agreement, have proper legal authority to enter into this Agreement and to fund the work described herein. Each person executing this Agreement on behalf of a Party warrants that they are: (1) duly authorized to execute and deliver this Agreement on behalf of that Party, (2) by executing this Agreement, that Party is formally bound to the provisions of this Agreement, and (3) entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. No individual signing this Agreement shall have individual liability under this Agreement. As a condition of entering this Agreement, all Parties expressly waive any future challenge to the legal authority of the other

Parties to enter into this Agreement, or to the authority of any other Party to fund the programs described in this Agreement.

11.14 Construction and Amendment. The terms of this Agreement will be construed in accordance with the plain meaning of the language used and will not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and will not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing.


11.15 No Admissions. Nothing in this Agreement may be deemed an admission.


11.16 Effective Date and Binding Effect. The date WRD executes this Agreement shall be the Effective Date of this Agreement. Each Party executing the Agreement thereafter shall be bound by, and benefit from, the terms of this Agreement on the date that Party executes the Agreement, notwithstanding that other Parties have not yet executed the Agreement. No Party shall be bound by this Agreement until such Party has executed this Agreement, nor shall any Party that has executed this Agreement owe any contractual duty to any Party that has not yet executed this Agreement until such other Party executes this Agreement. The timelines referenced in Section 6.1 of this Agreement shall begin to run on the date a Pumper executes this Agreement if such date is after the Effective Date.

11.17 Electronic Signatures. Any Party may execute this Agreement using an “electronic signature,” as that term is defined in California Civil Code Section 1633.2, or a “digital signature,” as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. Nothing in this Agreement requires any Party to use or accept the submission of any subsequent or related document containing an electronic or digital signature where written notice is otherwise required by this Agreement.

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

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

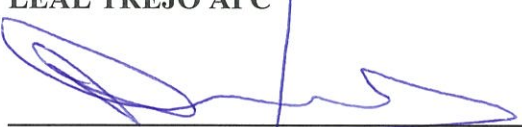
  
\_\_\_\_\_  
*Signature*  
John D.S. Allen  
\_\_\_\_\_  
*Print Name*  
President, Board of Directors  
\_\_\_\_\_  
*Title*

  
\_\_\_\_\_  
*Signature*  
Vera Rhodes-De Witt  
\_\_\_\_\_  
*Print Name*  
Secretary, Board of Directors  
\_\_\_\_\_  
*Title*

**CITY OF COMMERCE (“PUMPER”)**

\_\_\_\_\_  
*Signature*  
  
\_\_\_\_\_  
*Print Name*  
  
\_\_\_\_\_  
*Title*

**Approved As To Form  
LEAL TREJO APC**

  
\_\_\_\_\_  
Attorneys for the Water Replenishment  
District of Southern California

**EXHIBIT A**  
**SPECIFIC PROJECT DETAILS**

1. PROJECT DELIVERY METHOD

Pumper has elected to participate in the Funding Support Program.

2. PROJECT DESCRIPTION

The “Project” shall consist of the design and construction of a treatment system (granular activated carbon [GAC]) for the removal of per- and polyfluoroalkyl substances (PFAS) from City of Commerce Well 7-01. The Project has been initiated and expected to be completed by September 2022. The Pumper has provided further details regarding the Project in the Funding Application, attached hereto as Exhibit B to this Agreement.

3. FUNDING AMOUNT

Based on the required submissions under the Program, WRD has authorized funding to the Pumper in the amount not to exceed Two Million Four Hundred Forty-Nine Thousand Eight Hundred Seventeen Dollars and Thirty-Six Cents (\$2,449,817.36), as shown as the Summary of Project Costs attached hereto as Exhibit C to this Agreement. This funding amount equates to \$2,141 per acre feet, based on the most recent 2-year historical annual average production of 1,144 acre-feet per year from City of Commerce Well 7-01. Based on the costs shown in Exhibit C, the “Reasonably Expected Maximum Principal Cost”, as determined by the Pumper, is Two Million Four Hundred Forty-Nine Thousand Eight Hundred Seventeen Dollars and Thirty-Six Cents (\$2,449,817.36).

4. ANNUAL PUMPING REQUIREMENT

Based on the required submissions under the Program, the Annual Pumping Requirement in accordance with Section 6 of this Agreement shall be 1,576 acre feet per year (requisite pumping amount) of groundwater production for the entire City of Commerce distribution system. For the purposes of determining compliance with the Annual Pumping Requirement, a rolling average of the most recent three full water years since initiation of PFAS treatment shall be used.

5. REIMBURSEMENT

In accordance with the Funding Support Program, Pumper has selected funding in the form of monthly reimbursements. Monthly reimbursements shall be equivalent to the proportion or percentage of Funding Amount to the Reasonably Expected Maximum Principal Cost, as shown by the formula below. This percentage is calculated to be 100%. The 5% retention shall not be applied.

Monthly Reimbursement = Progress Payment Requested x (WRD Funding Amount / Reasonably Expected Maximum Principal Project Cost)

6. OTHER

In satisfaction of other PFAS Remediation Program requirements not discussed above, Pumper shall provide a signed verification letter acknowledging compliance with the intent of these requirements. The letter must be in a form acceptable to WRD prior to receiving any funding under this Agreement. No reimbursements shall be released to the Pumper until this signed verification letter is received by WRD.

**EXHIBIT B**  
**PFAS FUNDING APPLICATION**  
***(COMPLETED AND SUBMITTED BY PUMPER)***

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 1

APPLICANTS: Please complete all cells highlighted in yellow.

### Applicant Information

Agency/Pumper Name California Water Service Co. (on behalf of City of Commerce)  
 Address 2000 S Tubeway  
 City, State ZIP Commerce, CA 90040

Date 11/19/21 Rev5 (Initial application dated 5/26/2021)  
 Applicant Name Salvador Gonzalez  
 Phone 408-512-4588  
 Email sagonzalez@calwater.com

### Summary of Proposed Treatment System(s) and Funding

There are two types of WRD funding available for production wells that have been impacted with PFAS:  
**F = Funding-Only:** WRD shall provide grant funding to pumpers so they can construct treatment systems

**T = Turnkey:** WRD shall design and construct treatment systems for the pumper

Total number of PFAS treatment systems requested for funding from WRD:

Please complete the summary table below regarding each of the PFAS treatment systems.

No.	Proposed Treatment System Name/ID	Location of Treatment System (street address, city, zip)	Identify the Wells That Will be Treated by Each Treatment System	Proposed Flow Rate of Treatment System (gpm)	Type of WRD PFAS Funding Requested (F or T)	Total Project Cost	Total Amount of WRD PFAS Program Funding Requested	Total Amount of Funding from Other Sources (e.g. grants, etc.)	Describe Status or % Completion of Project	Project Start Date	Project Completion Date	Name of Project Mngr (must be Licensed Professional Engineer)	Phone and Email of Project Manager
1	COM-7-01 GAC Treatment for PFOA/PFOS	7250 Oxford Way, Commerce CA, 90040	COM-7-01	900	F	\$2,449,817.36	\$2,449,817.36	N/A	25%	9/29/2020	8/26/2022	Salvador Gonzalez	408-512-4588, sagonzalez@calwater.com
2													
3													
4													

### Applicant Acknowledgement and Signature

I hereby certify that I am an authorized representative of the Applicant, and that I am authorized by the Applicant to execute this PFAS Funding Application. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, construction, acquisition and/or improvement of the proposed treatment system(s), and am acting for and on behalf of the Applicant in executing this Application. I certify that I am familiar with the proposed treatment system(s) and that all information contained herein is true, correct, and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these responses or attached documentation. I understand that the foregoing information and attached documentation will be relied upon by WRD and their representatives.

Print Name Salvador Gonzalez

Signature *Salvador Gonzalez*

Date 12/14/2021

# FUNDING APPLICATION - Section 2

**APPLICANTS:** Please complete all cells highlighted in yellow.

## Existing Well, Pump, and Site Information

Total number of wells requiring funding from WRD for PFAS treatment:

1
---

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

#	No.:	1	2	3	4	5
1	Common Well Name/ID	COM-7-01				
2	State Well ID	CA1910050-008				
3	WRD Well ID (if known)					
4	Total Well Depth (feet)	550				
5	Screen Interval (feet)	340 - 540				
6	No. of Perforated Intervals	1				
7	Year Installed	1986				
8	Well Diameter (inches)	14"				
9	Well Log Available? (Y or N)	Y				
10	Has the well ever been rehabilitated? (Y or N)	N				
11	If so, how many well rehabs have been conducted?	N/A				
12	Date of most recent well rehab, if applicable. Please submit all well maintenance records.	N/A				
13	Is the well sanding? (Y or N)	N				



# FUNDING APPLICATION - Section 2

**APPLICANTS:** Please complete all cells highlighted in yellow.

## Existing Well, Pump, and Site Information

Total number of wells requiring funding from WRD for PFAS treatment:

1
---

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

#	No.:	1	2	3	4	5
1	Common Well Name/ID	COM-7-01				
14	Describe condition of well and casing	Unknown				
15	Is the well currently operating / pumping? (Y or N)	N				
16	If no, when was the well last pumped?	2/21/2020				
17	Has the well ever been shut down for any extended periods? (Y or N)	Y				
18	Provide dates and reason(s) for the well shutdown(s) (NA if not applicable)	From 2/21/2020 to Present due to PFOS/PFOA contamination				
19	Describe condition of pump(s). Please submit all historical pump maintenance records.	Pump has been maintained and in good condition, but has been dropping in efficiency since its installation				

# FUNDING APPLICATION - Section 2

**APPLICANTS:** Please complete all cells highlighted in yellow.

## Existing Well, Pump, and Site Information

Total number of wells requiring funding from WRD for PFAS treatment:

1
---

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

#	No.:	1	2	3	4	5
1	Common Well Name/ID	COM-7-01				
20	Describe current disinfection method, including chemical systems	Well Head Chlorination				
21	Is there an existing treatment system? (Y or N)	Green Sand Filtration				
22	If yes, describe what is currently being treated	Iron and Manganese Removal				
23	Describe the current control system, i.e. SCADA, VFDs, etc.	SCADA				
24	Have there been any site modifications (civil, electrical, mechanical) since the well was installed? (Y or N) If yes, describe.	There is a 2 MG storage tank, booster pumps and building, Green Sand Filtration w/ reclaim tank, and chlorination				

# FUNDING APPLICATION - Section 2

**APPLICANTS:** Please complete all cells highlighted in yellow.

## Existing Well, Pump, and Site Information

Total number of wells requiring funding from WRD for PFAS treatment:

1
---

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

#	No.:	1	2	3	4	5
1	Common Well Name/ID	COM-7-01				
25	Is or will the well be pilot tested for the proposed PFAS treatment system? (Y or N)	Yes				
26	If yes, describe the pilot testing	The treatment vendor will be supplied a sample of the well water and run a RSSCT using the proposed media				
27	Describe other key considerations regarding the well, pump(s), control system, chemical system, site, etc.. (NA if there is no further information)	NA				

**FUNDING APPLICATION - Section 3**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Water Quality Information**

Describe the historical water quality in the table below.

No.:		1	2	3	4	5
Common Well Name/ID		COM-7-01				
<b>PFOA (ng/L)</b>  RL = 10 ppt or ng/L	2019	Min.	16			
		Max.	16			
		Avg.	16			
	2020	Min.	16			
		Max.	17			
		Avg.	16.5			
	2021	Min.				
		Max.				
		Avg.				
<b>PFOS (ng/L)</b>  RL = 40 ppt or ng/L	2019	Min.	38			
		Max.	38			
		Avg.	38			
	2020	Min.	31			
		Max.	34			
		Avg.	32.5			
	2021	Min.				
		Max.				
		Avg.				
<b>PFBS (ug/L)</b>  RL = 5 ug/L or ppb	2019	Min.	6			
		Max.	6			
		Avg.	6			
	2020	Min.	6.4			
		Max.	7			
		Avg.	6.7			
	2021	Min.				
		Max.				
		Avg.				
Identify other contaminants of concern (NA if not applicable)		N/A				

**FUNDING APPLICATION - Section 3**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Water Quality Information**

Describe the historical water quality in the table below.

No.:	1	2	3	4	5
Common Well Name/ID	COM-7-01				
Will the proposed PFAS treatment system be addressing other contaminants of concern? (Y or N)	N				
Describe other key considerations regarding water quality. (NA if there is no further information)	N/A				

**NOTES:**

PFOA = Perfluorooctanoic Acid  
 PFOS = Perfluorooctanesulfonic Acid  
 PFBS = Perfluorobutane Sulfonic Acid

ng/L = nanograms per liter  
 ppt = parts per trillion

ug/L = micrograms per liter  
 ppb = parts per billion

**FUNDING APPLICATION - Section 4**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Well Production Information**

Describe the historical and current production information. Please note that the Fiscal Year period is from July 1 - June 30.

No.:		1	2	3	4	5
Common Well Name/ID		COM 7-01				
Current pumping rate (gpm)	Min.					
	Max.					
	Avg.	849				
Fiscal Year 2017 - 2018 (AF per month)	Min.	72.5				
	Max.	113.77				
	Avg.	101.18				
	Total	1214.16				
Fiscal Year 2018 - 2019 (AF per month)	Min.	72.04				
	Max.	99.38				
	Avg.	91.12				
	Total	1093.39				
Fiscal Year 2019 - 2020 (AF per month)	Min.	70.02				
	Max.	101.11				
	Avg.	90.26				
	Total	1083.16				
Fiscal Year 2020 - 2021 (AF per month)	Min.	60.45				
	Max.	91.5				
	Avg.	75.98				
	Total	151.96				
Has well production been reduced recently? (Y or N)		Y				

**FUNDING APPLICATION - Section 4**

**APPLICANTS: Please complete all cells highlighted in yellow.**

**Well Production Information**

Describe the historical and current production information. Please note that the Fiscal Year period is from July 1 - June 30.

No.:	1	2	3	4	5
Common Well Name/ID	COM 7-01				
If yes, provide reason(s) for reduced pumping	PFOA/PFOS Contamination				
Is the well expected to be pumped at the same flow rate once the PFAS treatment system is constructed and operating? (Y or N) If no, please describe.	Y, with slight decrease due to the higher head requirements from the new treatment				
Describe other key considerations regarding well production. (NA if there is no further information)	N/A				

**NOTES:**

gpm = gallons per minute

AF = acre feet

## FUNDING APPLICATION - Section 5

**APPLICANTS:** Please complete all cells highlighted in yellow.

### Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01 GAC		
2	Identify the Wells That Will be Treated by Each Treatment System	COM-7-01		
3	Type of Treatment System (GAC or IX)	GAC		
4	Anticipated flow rate of the treatment system (gpm)	900		
5	Will the proposed treatment system be addressing other contaminants in addition to PFAS? (Y or N) If yes, identify the contaminants.	N		
6	Is there an existing treatment system at the proposed project site? (Y or N) If yes, describe.	Greensand Filtration		
7	If applicable, does the proposed project include upgrades or modifications to any existing treatment systems? (NA or Y or N) If yes, describe.	N		
8	Does the proposed project include upgrades or modifications to the disinfection system? (Y or N) If yes, describe.	N		
9	Does the proposed project include upgrades or modifications to the well(s)? (Y or N) If yes, describe.	N		



## FUNDING APPLICATION - Section 5

**APPLICANTS:** Please complete all cells highlighted in yellow.

### Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01 GAC		
10	Does the proposed project include upgrades or modifications to the pump(s)? (Y or N) If yes, describe.	Well Pump may need to be upgraded to account for the additional head requirements from the new treatment facility		
11	Does the proposed project include upgrades or modifications to the control system? (Y or N) If yes, describe.	N		
12	Does the proposed project include upgrades or modifications to the chemical or disinfection system? (Y or N) If yes, describe.	N		
13	Will the proposed project include other major facility or site modifications (e.g. demolition, piping, electrical, mechanical) not identified above? (Y or N) If yes, describe all major tasks.	N		
14	Has a Preliminary Design or Basis of Design Report been prepared? (Y or N) If so, please submit to WRD.	N		
15	Has a licensed design engineer been retained or assigned yet? (Y or N) If no, what is the anticipated date the design engineer will be retained?	Y		
16	If available, provide name of design engineering firm	Cal Water		

## FUNDING APPLICATION - Section 5

**APPLICANTS:** Please complete all cells highlighted in yellow.

### Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01 GAC		
17	Provide name of DDW Engineer that will approve or permit the proposed PFAS treatment system	Shu Feng-Gorr		
18	Have you begun discussions with DDW for permitting the proposed PFAS treatment system? (Y or N) If no, provide date of when discussions will commence.	N		
19	Has a construction contractor been retained yet? (Y or N) If no, what is the anticipated date the contractor will be retained?	N		
20	If available, provide name of construction firm	N		
21	Have the treatment vessels been ordered yet? (Y or N) If no, what is the anticipated date the vessels will be ordered?	N		
22	If available, provide name of vessel supplier	Aqueous Vets		
23	Has a construction mngt firm been retained yet? (Y or N) If no, provide anticipated date of when the construction mngt firm will be retained?	N		
24	If available, provide name of construction mngt firm	N		

**FUNDING APPLICATION - Section 5**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Proposed PFAS Treatment Systems**

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01 GAC		
25	Provide miscellaneous information regarding each Treatment System project (NA if there is no further information). For Turnkey Projects, applicant may insert the major tasks required for their treatment system.	NA		

**FUNDING APPLICATION - Section 6**

**APPLICANTS: Please complete all cells highlighted in yellow.**  
**ATTACH A PROJECT SCHEDULE FOR EACH OF THE PROPOSED PFAS TREATMENT SYSTEMS (TS) LISTED BELOW.**

**Summary of Proposed Project Schedules**

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01		
2	Project start date	9/29/2020		
3	If project has commenced, describe current status	Civil Design (piping and process control) and vessel procurement		
4	% Completion with Conditions Assessment	100%		
5	Start Date for Conditions Assessment	9/29/2020		
6	Completion Date for Conditions Assessment	11/20/2021		
7	% Completion with Conceptual Design	100%		
8	Start Date for Conceptual Design	12/3/2020		
9	Completion Date for Conceptual Design	3/20/2021		
10	% Completion with Design	70%		
11	Start Date for Design	3/29/2021		
12	Completion Date for 100% Design	9/15/2021		
13	% Completion with Pilot Testing	10%		
14	Start Date for Pilot Testing	8/16/2021		
15	Completion Date for Pilot Testing	N/A		
16	% Completion with obtaining DDW Permit	0%		
17	Anticipated Date for DDW Permit for the PFAS treatment system	2/25/2022		
18	% Completion with Construction	0		

**FUNDING APPLICATION - Section 6**

**APPLICANTS: Please complete all cells highlighted in yellow.**  
**ATTACH A PROJECT SCHEDULE FOR EACH OF THE PROPOSED PFAS TREATMENT SYSTEMS (TS) LISTED BELOW.**

**Summary of Proposed Project Schedules**

#	Treatment System (TS) No.:	1	2	3
1	Proposed PFAS Treatment System (TS) Name/ID	COM-7-01		
19	Start Date for Construction	2/8/2022		
20	Completion Date for Construction	7/15/2022		
21	Have the treatment vessels been ordered yet? (Y or N) If no, when will the vessels be ordered?	Y		
22	Delivery Date for Treatment Vessels	2/14/2022		
23	Start Date for PFAS Treatment System Commissioning and Testing	7/18/2022		
24	Date for PFAS Treatment System Startup and Operations	8/11/2022		
25	Project Completion Date	8/30/2022		

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
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**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>I. PLANNING AND DESIGN</b>	\$ 28,710.00	\$ -	\$ 48,624.45	\$ -	Subtotal
<b>A. Planning (i.e. condition assessment, feasibility, etc.)</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</b>	\$ 28,710.00	\$ -	\$ 39,488.67	\$ -	Subtotal
1 Geotechnical Investigation	\$ 11,360.00	\$ -	\$ 13,940.22	\$ -	Soil Borings and Report for Foundation design of Vessels (Activity ID 3240_I)
2 Survey	\$ 17,350.00	\$ -	\$ 19,930.22	\$ -	Surveyors contracted to provide existing base drawing for plan set development (Activity ID 3240_I)
3				\$ -	
4 Structural Engineering (Foundation)	\$ -	\$ -	\$ 5,618.22	\$ -	Structural engineering design for vessel foundation (Activity ID 3240_I)
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
--------------

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
TS Project Task	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>C. Final Design</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1				\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>D. Permits</b>	\$ -	\$ -	\$ 9,135.77	\$ -	Subtotal
1 City Permits	\$ -	\$ -	\$ 9,135.77	\$ -	permitting fees for planning and building permits (Activity ID 3240_I)
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
--------------

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TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
TS Project Task	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>E. Bid Phase Services</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1				\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>F. Other Planning and Design Services</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1					
2					
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	



# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
TS Project Task	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>II. CONSTRUCTION</b>	\$ -	\$ -	\$ 1,384,497.00	\$ -	Subtotal
<b>A. Demolition</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
<b>B. Site Civil (includes on-site piping)</b>	\$ -	\$ -	\$ 538,077.78	\$ -	Subtotal
1 Water Piping	\$ -	\$ -	\$ 266,461.07	\$ -	construction cost for installing underground piping and assembly of vessels and piping manifold (Activity ID 3240_I)
2 Storm Drain Piping	\$ -	\$ -	\$ 84,580.22	\$ -	upsized existing underground storm drain piping at station to ensure infrastructure can convey production flow of 900 gpm, required for start up of vessels (Activity ID 3240_I)
3 Landscaping & Fencing			\$ 9,886.22		construction costs to reestablish any fencing damaged or removed during construction (Activity ID 3240_I)
4 Control Valve			\$ 12,824.21		material and installation costs for a flow control valve to ensure flows from the well do not exceed the design capacity of the vessels
5 Check Valve	\$ -	\$ -	\$ 47,391.42	\$ -	material and installation costs for a check valve and vault, required by DDW to separate the station water from the distribution system (Activity ID 3240_I)
6 Flow Meter	\$ -	\$ -	\$ 16,758.22	\$ -	upgrade flow meter and relocate vault due to conflict with new piping tie-in (Activity ID 3240_I)
7 Grading	\$ -	\$ -	\$ 9,695.94	\$ -	construction costs to establish grades for douantion installation (Activity ID 3210_I)
8 Paving	\$ -	\$ -	\$ 27,800.22	\$ -	reesablish paving removed during trenching (Activity ID 3321_I)
9 Electrical installation	\$ -	\$ -	\$ 62,680.22	\$ -	Installation for any control and measuring equipment for communication/integration with SCADA (Activity ID 3240_I)
10	\$ -	\$ -	\$ -	\$ -	

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

TREATMENT SYSTEM (TS) #1		SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
TS Project Task	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost		
<b>C. Well and Pump Modifications</b>		\$ -	\$ -	\$ 66,889.22	\$ -	Subtotal
1	Well Pump 7 Motor Upgrade	\$ -	\$ -	\$ 66,889.22	\$ -	Cost and installation for new pump and motor to meet the new head requirements, due to the new treatment (Activity ID 3240_I)
2					\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
<b>D. Treatment Equipment (includes procurement of vessels)</b>		\$ -	\$ -	\$ 779,530.00	\$ -	Subtotal
1	Vessel Foundation	\$ -	\$ -	\$ 69,022.55	\$ -	contractor cost to construct vessel foundation (Activity ID 3240_I)
2	Vessel Installation and Procurement	\$ -	\$ -	\$ 498,723.22	\$ -	Cost of vessels (Activity ID 3320_I)
3					\$ -	
4	GAC Media	\$ -	\$ -	\$ 211,784.22	\$ -	Cost of Media (Activity ID 3320_I)
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	

## FUNDING APPLICATION - Section 7A

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**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
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TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>E. Storage Modifications</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>F. Chemical System Modifications</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
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TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>G. Other Construction Tasks</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>III. ENGINEERING SERVICES DURING CONSTRUCTION</b>	\$ -	\$ -	\$ 974,115.68	\$ -	Subtotal
1				\$ -	
2 Special Inspections	\$ -	\$ -	\$ 9,086.31	\$ -	Contractor cost to provide special inspection of foundation work
3	\$ -	\$ -	\$ -	\$ -	
4 CWS Project Management, Engineering, and Field Labor	\$ -	\$ -	\$ 965,029.37	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	

# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7A

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
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TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
<b>IV. CONSTRUCTION MANAGEMENT</b>	\$ -	\$ -	\$ 42,580.22	\$ -	Subtotal
1 Construction Management	\$ -	\$ -	\$ 42,580.22	\$ -	contractor hired to inspect and oversee construction for quality control
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>IV. STARTUP AND COMMISSIONING</b>	\$ -	\$ -	\$ -	\$ -	Subtotal
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	

## FUNDING APPLICATION - Section 7A

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**Summary of Costs for TREATMENT SYTEM (TS) #1 - Provide TS Name/ID:**

COM 7-01 GAC
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TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	
IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS	\$ -	\$ -	\$ -	\$ -	Subtotal
1					
2					
3					
4					
5					
6					
7	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 28,710.00	\$ -	\$ 2,449,817.36	\$ -	

What frequency of reimbursement will you be seeking?

x
---

Monthly

--

One-time lump sum at end of the project

Will you be seeking or receiving other grant funding besides the WRD PFAS Program? If so, please describe below and include the amount of reimbursement.

--

**EXHIBIT C**  
**SUMMARY OF PROJECT COSTS**

**SUMMARY OF PROJECT COSTS**  
**PFAS Treatment System for City of Commerce Well 7-01**

TREATMENT SYSTEM (TS) #1	SPENT TO DATE		TOTAL AT TS PROJECT COMPLETION		DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)	Reviewed by WRD
	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost	Amount Requested (Reimbursement by WRD)	Non-Reimbursable Cost		
<b>I. PLANNING AND DESIGN</b>	\$ 28,710.00	\$ -	\$ 48,624.44	\$ -	Subtotal	
<b>A. Planning (i.e. condition assessment, feasibility, etc.)</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</b>	\$ 28,710.00	\$ -	\$ 39,488.67	\$ -	Subtotal	
1 Geotechnical Investigation	\$ 11,360.00	\$ -	\$ 13,940.22	\$ -	Soil Borings and Report for Foundation design of Vessels (Activity ID 3240_I)	\$13,940.22
2 Survey	\$ 17,350.00	\$ -	\$ 19,930.22	\$ -	Surveyors contracted to provide existing base drawing for plan set development (Activity ID 3240_I)	\$19,930.22
3 Structural Engineering (Foundation)	\$ -	\$ -	\$ 5,618.22	\$ -	Structural engineering design for vessel foundation (Activity ID 3240_I)	\$5,618.22
<b>C. Final Design</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>D. Permits</b>	\$ -	\$ -	\$ 9,135.77	\$ -	Subtotal	
1 City Permits	\$ -	\$ -	\$ 9,135.77	\$ -	permitting fees for planning and building permits (Activity ID 3240_I)	\$9,135.77
<b>E. Bid Phase Services</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>F. Other Planning and Design Services</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>II. CONSTRUCTION</b>	\$ -	\$ -	\$ 1,384,497.00	\$ -	Subtotal	
<b>A. Demolition</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>B. Site Civil (includes on-site piping)</b>	\$ -	\$ -	\$ 538,077.78	\$ -	Subtotal	
1 Water Piping	\$ -	\$ -	\$ 266,461.07	\$ -	construction cost for installing underground piping and assembly of vessels and piping manifold (Activity ID 3240_I)	\$266,461.07
2 Storm Drain Piping	\$ -	\$ -	\$ 84,580.22	\$ -	upsized existing underground storm drain piping at station to ensure infrastructure can convey production flow of 900 gpm, required for start up of vessels (Activity ID 3240_I)	\$84,580.22
3 Landscape & Fencing	\$ -	\$ -	\$ 9,886.22	\$ -	construction costs to reestablish any fencing damaged or removed during construction (Activity ID 3240_I)	\$9,886.22
4 Control Valve	\$ -	\$ -	\$ 12,824.21	\$ -	material and installation costs for a flow control valve to ensure flows from the well do not exceed the design capacity of the vessels	\$12,824.21
5 Check Valve	\$ -	\$ -	\$ 47,391.42	\$ -	material and installation costs for a check valve and vault, required by DDW to separate the station water from the distribution system (Activity ID 3240_I)	\$47,391.42
6 Flow Meter	\$ -	\$ -	\$ 16,758.22	\$ -	upgrade flow meter and relocate vault due to conflict with new piping tie-in (Activity ID 3240_I)	\$16,758.22
7 Grading	\$ -	\$ -	\$ 9,695.94	\$ -	construction costs to establish grades for douantion installation (Activity ID 3210_I)	\$9,695.94
8 Paving	\$ -	\$ -	\$ 27,800.22	\$ -	reestablish paving removed during trenching (Activity ID 3321_I)	\$27,800.22
9 Electrical installation	\$ -	\$ -	\$ 62,680.22	\$ -	Installation for any control and measuring equipment for communication/integration with SCADA (Activity ID 3240_I)	\$62,680.22
<b>C. Well and Pump Modifications</b>	\$ -	\$ -	\$ 66,889.22	\$ -	Subtotal	
1 Well Pump 7 Motor Upgrade	\$ -	\$ -	\$ 66,889.22	\$ -	Cost and installation for new pump and motor to meet the new head requirements, due to the new treatment (Activity ID 3240_I)	\$66,889.22
<b>D. Treatment Equipment (includes procurement of vessels &amp; media)</b>	\$ -	\$ -	\$ 779,530.00	\$ -	Subtotal	
1 Vessel Foundation	\$ -	\$ -	\$ 69,022.55	\$ -	contractor cost to construct vessel foundation (Activity ID 3240_I)	\$69,022.55
2 Vessel Installation and Procurement	\$ -	\$ -	\$ 498,723.22	\$ -	Cost of vessels (Activity ID 3320_I)	\$498,723.22
3 GAC Media	\$ -	\$ -	\$ 211,784.22	\$ -	Cost of Media (Activity ID 3320_I)	\$211,784.22
<b>E. Storage Modifications</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>F. Chemical System Modifications</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>G. Other Construction Tasks</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>III. ENGINEERING SERVICES DURING CONSTRUCTION</b>	\$ -	\$ -	\$ 974,115.68	\$ -	Subtotal	
1 Special Inspections	\$ -	\$ -	\$ 9,086.31	\$ -	Contractor cost to provide special inspection of foundation work	\$9,086.31
2 CWS Project Management, Engineering, and Field Labor	\$ -	\$ -	\$ 965,029.37	\$ -		\$965,029.37
<b>IV. CONSTRUCTION MANAGEMENT</b>	\$ -	\$ -	\$ 42,580.22	\$ -	Subtotal	
1 Construction Management	\$ -	\$ -	\$ 42,580.22	\$ -	contractor hired to inspect and oversee construction for quality control	\$42,580.22
<b>IV. STARTUP AND COMMISSIONING</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS</b>	\$ -	\$ -	\$ -	\$ -	Subtotal	
<b>TOTAL</b>	\$28,710.00	\$0.00	\$2,449,817.35	\$0.00		\$2,449,817.35