

Attachment A
General Services Provider
Agreement
Clinical Laboratory

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
VICTORVILLE WATER DISTRICT
AND
CLINICAL LAB OF SAN BERNARDINO, INC.
FOR
LABORATORY TESTING SERVICES,
PROJECT CC23-003**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (the "Agreement") is made and entered into by and between the **VICTORVILLE WATER DISTRICT**, a County water district and subsidiary district of the City of Victorville, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California, hereinafter referred to as the "District", and **Clinical Lab of San Bernardino, Inc., a California corporation**, hereinafter referred to as the "Service Provider". The District and the Service Provider are sometimes hereinafter referred to as a "Party" or as the "Parties".

RECITALS:

WHEREAS, the District requires **Laboratory Testing Services**; and

WHEREAS, in light of the facts set forth above, the District desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **Laboratory Testing Services**; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to the District those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The District shall pay a total amount not to exceed **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. **BID PROPOSAL FORM**

The District shall pay Service Provider as provided in the Bid Proposal Form, attached hereto as **Exhibit “B,”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “B”** notwithstanding, in order to receive payments, Service Provider shall be required to submit to District monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the District approximately thirty (30) working days following receipt of Service Provider’s invoice.

Section 5. **RESERVED**

Section 6. **TERM OF AGREEMENT**

This Agreement shall commence on **the date of full execution of the Agreement** (the “Commencement Date”) and expiring on **July 30, 2023** (the “Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for four (4) additional one-year periods (hereinafter “Option Periods”), at the option of District, subject to satisfactory performance as determined by the District. District shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the District decide to exercise its option(s) to extend. In the event District does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the District fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the District may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. **INDEPENDENT CONTRACTOR STATUS**

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

Section 8. **REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR’S STATUS OF
SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

- (1) The District is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.
- (2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the District.

(3) The services described in this Agreement can be performed without the use of District equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the District must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The District will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

b. The District represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The District will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the District from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the District on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the District in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on District-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE DISTRICT

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the District or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the District to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the District, Service Provider shall immediately inform the District of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **Doug Mathews, Director of Public Works and Water**, or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the District determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the District Secretary's Office pursuant to the written instructions provided by the District Secretary.

Section 14. COMPLIANCE WITH LAWS

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or

damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the District.

Section 17. **RESERVED**

Section 18. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the District, the City of Victorville and their officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the District Legal Counsel, as Additional Insureds.

Section 19. **WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the District, the City of Victorville and their officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. **PROOF OF INSURANCE COVERAGE;
REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the District Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the District shall be notified by mail, postage prepaid, not less than thirty (30) days

before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the District of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the District. Any insurance maintained by the District shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the District shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the District shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify, and hold harmless the District, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the District), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the District's own negligence or willful misconduct, or that of its officers or employees.

b. The District does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether

said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Section 24. **REPORTS**

Upon request by **Doug Mathews, Director of Public Works and Water**, or his designee, Service Provider shall prepare and submit reports to the District concerning Service Provider's performance of the services required by this Agreement.

Section 25. **RECORDS**

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Doug Mathews, Director of Public Works and Water**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **Doug Mathews, Director of Public Works and Water**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **Doug Mathews, Director of Public Works and Water**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. **RESERVED**

Section 27. **CONFIDENTIALITY**

a. Any and all documents and information obtained from the District or prepared by Service Provider for the District shall be kept strictly confidential unless otherwise provided by applicable law. All District data, documents and information shall be returned to District upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Doug Mathews, Director of Public Works and Water**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the District, except with the prior written approval of **Doug Mathews, Director of Public Works and Water**, or his designee, or as required by applicable law.

Section 28. **PRINCIPAL REPRESENTATIVES**

a. **Nathaniel Fresquez**, is designated as the principal representative of Service Provider for purposes of communicating with the District on any matter associated with the performance of the services set forth in this Agreement.

b. **Doug Mathews, Director of Public Works and Water**, or his designee, shall be the principal representative(s) of the District for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the District and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "B"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the District: Doug Mathews,
Director of Public Works and Water
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Provider: Melinda Furnas, President/Owner
Clinical Lab of San Bernardino, Inc.
21881 Barton Road
Grand Terrace, CA 92313

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. **NON-LIABILITY OF DISTRICT OFFICERS
AND EMPLOYEES**

No officer or employee of the District shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the District or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. **CARE OF WORK**

The performance of services by Service Provider or the payment of money by the District shall not relieve Service Provider from any obligation to correct any incomplete,

inaccurate, or defective work at no further cost to the District, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

Section 38. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the District, until signed by the authorized representative(s) of Service Provider, approved by the District Risk Manager, and executed by the authorized District personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49.

COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

VICTORVILLE WATER DISTRICT

**CLINICAL LAB OF
SAN BERNARDINO, INC.**

By: _____
**Debra Jones,
District Chairman**

By: _____
**Melinda Furnas,
President/Owner**

Dated: _____

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
District Secretary**

Dated: _____

VICTORVILLE WATER DISTRICT

APPROVED AS TO STANDARD FORM

By: _____
**Lee Brown,
District Risk Manager**

By: _____
**Andre de Bortnowsky,
District Legal Counsel**

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

**VICTORVILLE WATER DISTRICT
CC22-097 ANNUAL SERVICE AGREEMENT
LABORATORY TESTING SERVICES**

SECTION III

SCOPE OF WORK

- This RFP will be a performance based contract
- Provide professional, CA. State Certified, laboratory services and analysis for water/wastewater chemistry and bacteriological sampling.
- Provide analytical data to Water District in hard copy and electronic format.
- Provide analytical data to the California Department of Drinking Water via Electronic Data Transfer.
- Provide Water District with sample bottles, containers, labels, and Chain of Custody forms.
- Provide a courier service for sample pickups and supply deliveries and/or a receiving and processing sample drop-off site within 15 miles of Victorville Water District Office located at 14343 Civic Drive in the City of Victorville.
- Provide laboratory analysis for all constituents listed in Title 22, Division 4, Chapter 15 of the California Code of Regulations including, but not limited to;
 - Bacteriological
 - General Physical
 - General Mineral
 - Organic Chemicals
 - Inorganic Chemicals
 - Radionuclides
 - Total Trihalomethanes
 - Lead and Copper
 - Trace Metals
 - All Secondary Maximum Contaminant Level Constituents
- UCMR Monitoring
- Stage 2 Disinfection Byproducts Monitoring
- Provide analysis for influent and effluent of City of Victorville's Industrial Wastewater Treatment Plant including but not limited to:
 - General Chemicals
 - Bacteriological
 - Metals
 - General Physical
 - Volatile Organics
 - Volatile Dissolved Solids
- Provide emergency services

EXHIBIT B

BID PROPOSAL FORMS

See Attachment

**VICTORVILLE WATER DISTRICT
CC23-003 ANNUAL SERVICE AGREEMENT
LABORATORY TESTING SERVICES**

BID PROPOSAL FORM

The undersigned declares he has carefully examined the locations of the proposed work, the Scope of Services, and Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, here by proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work.

NOTE: The District reserves the right to award any portion of, or all of this annual service agreement to one or more Proposers. All prices should include sales tax, and all available discounts.

DESCRIPTION	PRICE
1. FULL GMIO*	\$180.00
2. PARTIAL GMIO**	\$175.00
3. GENERAL PHYSICAL (COLOR, ODOR, TURBIDITY)	\$5.00
4. FLUORIDE	\$10.00
5. CYANIDE	\$20.00
6. EDB/DBCP	\$70.00
7. SOC	\$1,290.00
8. VOC	\$95.00
9. THM/HAA	\$95.00
10. LEAD & COPPER	\$16.00
11. 524-MTBE ONLY	\$50.00
12. NO3	\$10.00
13. BACTI SAMPLING (PRESENCE/ABSENT W/HPC)	\$12.00

*Includes: Bicarbonate, Carbonate, Hydroxide, Total Alkalinity, Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chloride, Chromium, Copper, Cyanide, Fluoride, Iron, Lead, Magnesium, Manganese, MBAS, Mercury, Nickel, Nitrate, Nitrite, Perchlorate, pH, Potassium, Selenium, Silver, Sodium, Specific Conductance, Sulfate, Tallow, Total Dissolved Solids, Hardness and Zinc. Upon request Corrosivity (Aggressive and Langlier Index) can be calculated with this package at no additional cost.

** Includes: Bicarbonate, Carbonate, Hydroxide, Total Alkalinity, Aluminum, Antimony, Barium, Beryllium, Cadmium, Calcium, Chloride, Chromium, Copper, Corrosivity, Fluoride, Hardness, Iron, Magnesium, Manganese, MBAS, Mercury, Nickel, Nitrite, pH, Selenium, Silver, Sodium, Specific Conductance, Sulfate, Thallium, Total Dissolved Solids, Zinc and General Physical.

Proposer: Clinical Lab of San Bernardino, Inc.

Address: 21881 Barton Road, Grand Terrace, CA 92313

Phone: (909) 825-7693

Fax: (909) 825-7696

Melinda Furnas
Signature

6 9 22
Date

Melinda Furnas
Name printed

President / Owner
Title

NOTE: COST PROPOSAL SHEETS (PAGES 19-20) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR CC23-003 LABORATORY TESTING SERVICES"