

**Attachment B**  
**General Service Provider Standard**  
**Agreement**

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT  
BY AND BETWEEN  
VICTORVILLE WATER DISTRICT  
AND  
UNIVAR SOLUTIONS USA, INC.  
FOR  
ANNUAL SUPPLY AGREEMENT FOR SODIUM HYPOCHLORITE  
WATER TREATMENT CHEMICALS, PROJECT CC22-102**

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 Univar Solutions USA, Inc., a State of Illinois 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 Annual Supply Agreement for Sodium Hypochlorite Water Treatment Chemicals 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, Annual Supply Agreement for Sodium Hypochlorite Water Treatment Chemicals; 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 **Two Hundred Sixteen Thousand Five Hundred Eighty-seven and 84/100 Dollars (\$216,587.84)** 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 "A"**, and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "A"** 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 **July 1, 2022** (the "Commencement Date") and expiring on **June 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. POLLUTION LIABILITY**

If the project entails the handling or use of hazardous materials, during the Term of this Agreement, pollution liability insurance of not less than One Million Dollar (\$1,000,000) is required.

**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 attorney's 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. **Jennifer M. Perras, Municipal Specialist**, 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 "A"** 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 "A"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "A"** 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: Joe Stanaway  
Univar Solutions USA, Inc.  
8201 S. 212<sup>th</sup> St.  
Commerce, CA 90040

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.

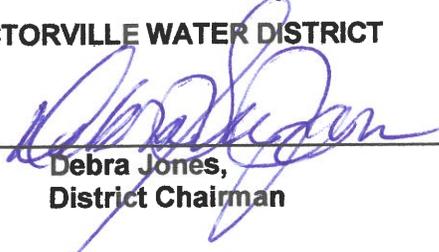
**Section 49. COUNTERPARTS**

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

By:   
Debra Jones,  
District Chairman

Dated: 3 Aug. 2022

UNIVAR SOLUTIONS USA, INC.

By:   
~~Joe Stanaway, Shadrassy McCarthy~~  
~~West Region Vice President~~  
Municipal Commercial Manager

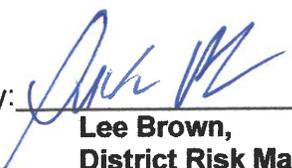
Dated: July 22, 2022

ATTEST

By:   
Jennifer Thompson,  
District Secretary

Dated: 8/4/2022

VICTORVILLE WATER DISTRICT

By:   
Lee Brown,  
District Risk Manager

Dated: 6/2/2022

APPROVED AS TO STANDARD FORM

By:   
Andre de Bortnowsky,  
District Legal Counsel

Dated: 8/3/22

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

VICTORVILLE WATER DISTRICT

UNIVAR SOLUTIONS USA, INC.

By: \_\_\_\_\_  
Debra Jones,  
District Chairman

By: Joe Staraway  
Joe Staraway, Shafrinsey McCarthy  
- West Region Vice President  
Municipal Commercial Manager

Dated: \_\_\_\_\_

Dated: July 22, 2022

ATTEST

By: \_\_\_\_\_  
Jennifer Thompson,  
District Secretary

Dated: \_\_\_\_\_

VICTORVILLE WATER DISTRICT

APPROVED AS TO STANDARD FORM

DocuSigned by:  
Lee Brown, Risk Manager  
DF05D60028C7401...  
Lee Brown,  
District Risk Manager

DocuSigned by:  
Andre de Bortnowsky, City Attorney  
BB90CFE5325E420...  
Andre de Bortnowsky,  
District Legal Counsel

Dated: 7/26/2022 | 10:08 AM PDT

Dated: 7/26/2022 | 11:05 AM PDT

**Certificate Of Completion**

Envelope Id: A99DB0173AE742CCA2E44A00727DBBF4  
 Subject: Univar Solutions USA, Agreement for Water Treatment Chemicals, CC22-102  
 Source Envelope:  
 Document Pages: 65  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Elizabeth Salcido  
 esalcido@victorvilleca.gov  
 IP Address: 24.182.14.221

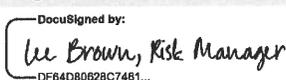
**Record Tracking**

Status: Original  
 7/25/2022 5:39:38 PM  
 Holder: Elizabeth Salcido  
 esalcido@victorvilleca.gov  
 Location: DocuSign

**Signer Events**

Lee Brown, Risk Manager  
 lbrown@victorvilleca.gov  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 Lee Brown, Risk Manager  
 DF84D80628C7461...

**Timestamp**

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 Signed: 7/26/2022 10:08:22 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 76.169.211.12  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
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 ID: d0cd0868-bb63-41c4-a882-7988bb0f3eb3

Andre de Bortnowsky, City Attorney  
 andre@gdblawoffices.com  
 Partner  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 Andre de Bortnowsky, City Attorney  
 BB89CFEF322E42C...

Sent: 7/26/2022 10:08:24 AM  
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**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Rayne Cisneros rcisneros@gdblawoffices.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/16/2021 3:19:39 PM ID: d90571bb-d5ad-4761-8724-75d4194259be	<b>COPIED</b>	Sent: 7/26/2022 10:08:24 AM

Witness Events	Signature	Timestamp
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## **EXHIBIT A**

### **SCOPE OF SERVICES/ BID PROPOSAL FORM**

***See Attachment***

**EXHIBIT A, SCOPE OF SERVICES/BID PROPOSAL FORM, SODIUM HYPOCHLORITE (ONLY),  
WATER TREATMENT CHEMICALS PROJECT CC22-102**

**VICTORVILLE WATER DISTRICT  
CC22-102 ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS**

**BID PROPOSAL FORM**

The undersigned hereby agrees to furnish and deliver the chemicals.

The listed quantities are provided as a best estimate of usage by the Victorville Water District. These quantities do not constitute an offer to purchase, nor an exact listing of materials that the District will purchase. They are provided as a parameter for bidder's to formulate their quotations. The District does not guarantee any quantities of purchase and reserves the right to change (increase or decrease) quantities as required during the course of this contract. In accordance with the terms of this contract, unit pricing provided shall remain firm for the term of this contract regardless of quantity changes.

The District reserves the right to award any portion of, or all of this annual supply agreement to one or more bidders. All prices should include sales tax, and all available discounts. Tank owned by the Supplier must be a no cost to the District.

**NOTE:**

- The estimated annual usage for Ferric Chloride is 13,135 gallons.
- The average load size for Ferric Chloride is 2,600-3,000 gallons per load.
- The total volume for sodium hypochlorite is 10,785 gallons.
- The yearly sodium hypochlorite usage is 69,065 gallons

LOCATION	ADDRESS	PRODUCT	STRENGTH	TANK CAPACITY (GALS)	TANK OWNER	PRICE/GAL
Centralized Blending Facility	13099 Avenal St.	Sodium Hypochlorite	12.50%	950	Vendor Supplied	\$ 3.136
Well #144	14681 Peral Rd.	Sodium Hypochlorite	12.50%	950	Vendor Supplied	\$ 3.136
Well #140	11546 Pinon Ave.	Sodium Hypochlorite	12.50%	600-700	Vendor Supplied	\$ 3.136
Well #139 and Balsam Treatment Plant	14605 Balsam Rd.	Sodium Hypochlorite	12.50%	Tank #1 700	District	\$ 3.136
		Sodium Hypochlorite	12.50%	Tank #2 700	District	\$ 3.136

\*\*\*\*PRICES INCLUDE THE 2.175% MILL FEE\*\*\*\*

**EXHIBIT A, SCOPE OF SERVICES/BID PROPOSAL FORM, SODIUM HYPOCHLORITE (ONLY),  
WATER TREATMENT CHEMICALS PROJECT CC22-102**

LOCATION	ADDRESS	PRODUCT	STRENGTH	TANK CAPACITY (GALS)	TANK OWNER	PRICE/GAL
Turnout #3	11540 Pinon Ave.	Sodium Hypochlorite	12.50%	1000	District	\$ 3.136
Turnout #6	11820 Mesa View Dr.	Sodium Hypochlorite	12.50%	1000	District	\$ 3.136
El Evado Treatment Plant	13700 El Evado	Sodium Hypochlorite	12.50%	2000	District	\$ 3.136
		Ferric Chloride	40%	3900	District	\$ 3.38
La Mesa Wtr Treatment Plant	13123 La Mesa Rd.	Sodium Hypochlorite	12.5%	1700	Vendor Supplied	\$ 3.136
High Desert Power Plant Booster Station	19000 Perimeter Rd.	Sodium Hypochlorite	12.50%	1900	District	\$ 3.136
Other (specify)						
<b>TOTAL BID</b>						<b>\$ 260,984.14</b>

**\*\*SODIUM HYPOCHLORITE PRICE INCLUDES 2.175% MILL FEE\*\***

**TOTAL BID PRICE IN WORDS:** Two hundred sixty thousand, nine hundred eighty-four dollars and Fourteen cents

**Bidder:** Univar Solutions USA Inc.

**Address:** 8201 S 212th St., Kent, WA 9803.2

**Phone:** 253-872-5040 **Email:** jennifer.perras@univarsolutions.com

Jennifer M. Perras  
Name printed

  
Signature

4/1/2022  
Date