

AGREEMENT

THIS AGREEMENT (the "Agreement"), dated the 3rd day of October, 2018, in the County of Riverside, State of California, by and between the Corona-Norco Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and, Waterline Technologies Inc. hereinafter referred to as "VENDOR."

WITNESSETH:

That DISTRICT and VENDOR, for the consideration stated herein, agree as follows:

1. Contract

The complete Contract includes all of the contract documents, including the Notice Inviting Bids, Instructions to Bidders, Bid Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certification, Drug-Free Workplace Certification, Criminal Records Check Certification, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein (the "Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work

VENDOR shall perform within the time set forth in the Notice Inviting Bids everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, supplies, and all utility and transportation services as described in the Contract Documents and required for the work described as follows:

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in accordance with plans, drawings and specifications, if any, prepared by Corona-Norco Unified School District dated August 16, 2018. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all such plans, drawings, specifications and provisions of the Contract Documents. VENDOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. Term

The term of this Agreement shall commence on October 3, 2018 (the "Effective Date"), and shall continue thereafter until the earlier of October 2, 2021 or the date VENDOR has performed all Services required by this Agreement. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, VENDOR shall be deemed to be in default and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and VENDOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. Compensation

DISTRICT shall pay to VENDOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, an amount

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not to exceed **Two Hundred Thousand Dollars (\$200,000.00)** said sum being the total amount of the following amounts stipulated in the proposal:

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5. Independent Contractor

VENDOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

6. Indemnification

VENDOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by VENDOR of any Services hereunder.

7. Insurance

At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified: (1) Commercial General Liability, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate, \$1,000,000 products and completed operations, \$1,000,000 personal/advertising aggregate, \$100,000 damages to rented premises, and \$10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with \$1,000,000 combined single limit, (3) Workers Compensation as required by law, (4) Employer's Liability, including \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease – policy limit, \$1,000,000 bodily injury by disease – each employee; and (5) Excess Liability / Umbrella of \$1,000,000 each occurrence, \$2,000,000 aggregate. VENDOR shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

8. Termination

DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to VENDOR.

9. State Audit

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.

10. Tax Identification Number

No later than the Effective Date of this Agreement, VENDOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

11. Criminal Records Check Certification

If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Criminal Records Check Certification form provided by the DISTRICT.

12. Amendment; Assignment

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

13. Notice

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:

Corona-Norco Unified School District
Purchasing Department
2820 Clark Avenue
Norco, California 92860
Attn: Connie Emery

VENDOR:

Waterline Technologies Inc
620 Santiago Street
Santa Ana, CA 92701
Atten: Tom Berrey

14. Department of Industrial Relations (DIR) Registration (IF APPLICABLE)

If any portion of the work or services to be performed by Seller under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by Buyer in whole or in part out of public funds, prior to issuing this Purchase Order, Seller shall be required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

15. Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Riverside County.

16. Required Provisions

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is

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not correctly inserted, then, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

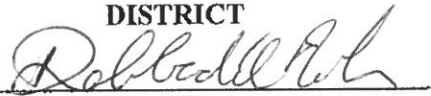
17. Entire Agreement

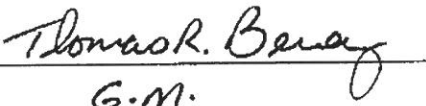
The complete Contract as set forth in Section 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

18. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By: 
Its: Dalia GadElMawla
Administrative Director,
Business Services
Date: 10/11/18

By: 
Its: G.M.
Date: 10/3/2018

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

[Signatures follow on next page]

Waterline Technologies Inc
(Proper Name of Vendor)

By: Thomas R Berrey

Thomas R. Berrey
(Signature of Authorized Signor)

GM

(Title of Signor)

By: Kathy La Voie

Kathy La Voie
(Signature of Authorized Signor)

Accounting Manager

(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

DRUG-FREE WORKPLACE
CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying

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employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

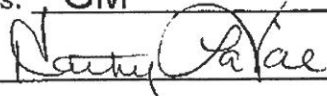
VENDOR

Date: 10/03/2018

By: Thomas R Berrey

Its: GM

Date: 10/03/2018

By: 

Its: Accounting Manager

**CRIMINAL RECORDS CHECK CERTIFICATION
(Vendor Fingerprinting Requirements)**

VENDOR CERTIFICATION

With respect to the Agreement dated 10/3 20 18 by and between Corona-Norco Unified School District ("DISTRICT") and Waterline Technologies Inc ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Thomas R Berrey
Contractor's Representative

10/03/2018
Date

VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District ("DISTRICT") has determined that Waterline Technologies Inc. (VENDOR) is exempt from the criminal background check certification requirements for the agreement dated October 3, 2018 by and between DISTRICT and VENDOR ("Agreement") because:

☒ [X] VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or

☐ [] Emergency or exceptional circumstances exist.

District Official

October 3, 2018
Date

Bid Form Attachment A
Just-In-Time Pool Chemical Supply
2018/19-021

Item	Product Spec	Estimate qty per month (each)	Purchase Unit	Price Per Purchase Unit	Extended Price
Hydrochloric Acid	31.45%	1190 gallons	Gallon/bulk	2.51	2986.90
			15 Gallon carboy	61.00	61.00
			2X1 Gallon	9.26	9.26
Hypochlorite Solutions (Sodium Chlorite)	12.50%	2800 gallons	Gallon/bulk	1.11	3108.00
			4X1 Gallon	12.00	12.00
Calcium Chloride	94-77%	37.5 bags	50 lb. bag	16.00	600.00
Sodium Bicarbonate	98-100%	54 bags	50 lb. bag	16.00	864.00
Carbon Dioxide (Co2)	100%	1325 lbs.	lb/bulk	.49	649.25
				Total	8290.41

Waterline Technologies Inc. will allow other public agencies in California to use these prices per contract terms.

Thomas R Berrey
 Thomas R Berrey GM
 10/03/2018