

# **ATTACHMENT A**

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
MATTUCCI PLUMBING INC.  
FOR  
SEWER MAIN CONDITION ASSESSMENT 2024, PROJECT CC25-029**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), dated this \_\_\_\_\_ of \_\_\_\_\_, 2025, for reference purpose only, is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **Mattucci Plumbing Inc., a California corporation, hereinafter referred to as "Consultant."** City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the City requires Consultant/Professional Services for **Sewer Main Condition Assessment 2024; and**

**WHEREAS**, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **Sewer Main Condition Assessment 2024; and**

**WHEREAS**, the Victorville Water **District** (the "**District**") is a division of the City of Victorville (the "City"), and the City's City Council serves as the Board of Directors for the City, with the same elected officials governing both entities. Although a Request for Proposals (RFP) for this project was inadvertently advertised on behalf of the Victorville Water District, the intent was for the RFP to be issued on behalf of the City of Victorville. Given that the same elected officials oversee both the City and the District, and that there have been no changes to the scope of services outlined in the RFP, it is the City's intention to correct the contract to reflect the proper legal relationship between the vendor and the City of Victorville, as originally intended.

**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**

Consultant shall provide to the City 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 City shall pay to Consultant a sum not to exceed **Nine Hundred Forty-two Thousand Seventy-four and 16/100 Dollars (\$942,074.16)**, for faithful performance of the services to be rendered under this Agreement, subject to the Cost Proposal provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

## **Section 4. COST PROPOSAL**

The City shall pay Consultant as provided in the Cost Proposal, 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, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

## **Section 5. STATE PREVAILING WAGE AND RELATED LABOR PROVISIONS**

a. Compliance with State Prevailing Wage Law. Pursuant to California Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations ("DIR") the general prevailing rate of per diem wages and the general prevailing wage rate for holiday and overtime work applicable for each craft, classification, or type of worker in San Bernardino County, California, where the Project is to be performed. Copies of these prevailing rate of per diem wages are on file at the City of Victorville Finance Department/Purchasing Division and shall be made available for review to any interested party on request. Copies of these prevailing rate of per diem wages are also available from the State of California via the internet at <http://www.dir.ca.gov/DLSR/PWD>. Consultant and its subconsultants/subcontractors shall pay not less than said specified prevailing rate of per diem wages to all workers employed by them in the performance of any work under this Agreement which constitutes "public works" or "public work", including without limitation, the **Consultant/Professional Services for Sewer**

**Main Condition Assessment 2024**, and any other work or services described in or encompassed by California Labor Code ("**Labor Code**") Sections 1720 through 1720.9, 1771, and 1772. Consultant shall be solely responsible for using the correct and current prevailing wage rates and performing accordingly. An error on the part of any awarding body does not relieve the Consultant from the responsibility for payment of the correct prevailing wage, or compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at the work/job site, employment of apprentices, and other requirements of Labor Code Section 1720 *et seq.*; Labor Code Section 1810 *et seq.*; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws.

b. Designation as Consultant Not Determinative. For purposes of this Agreement, Consultant its subconsultants or subcontractors shall be subject to and shall comply with all provisions of the Labor Code applicable to contractors and subcontractors when they are engaged in the performance of any work under this Agreement which constitutes "public works" or "public work" as defined in subsection a above, despite being designated as a Consultant or subconsultant herein.

c. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the provisions of this Section 5 and the terms of **Exhibit "A"** or **Exhibit "B"** of this Agreement, the provisions of this Section 5 shall control, and nothing herein shall be considered as an acceptance of the terms of Consultant's Scope of Services, Scope of Work, or Cost/Bid Proposal which conflict with the provisions of this Section 5.

d. Payroll Records. Consultant and its subconsultants/subcontractors must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the "**Regulations**"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Consultant and Subconsultant/Subcontractor Obligations. Consultant and each subconsultant or subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct; and

(b) Consultant and or subconsultant/subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any covered work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to the City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code Section 1776, Consultant and/or subconsultant/subcontractor has ten days in which to comply with the requirements of this section. If Consultant and/or subconsultant/subcontractor fails to do so within the ten-day period, Consultant and/or subconsultant/subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Consultant and/or subconsultant/subcontractor.

(4) Payment of Invoices. Copies of the certified payrolls, proof of payroll submissions, and appropriate lien releases are required with each invoice to the City. Payment of the invoice may be delayed when payroll-related documents and/or lien releases are not included with the invoice.

e. Apprentices. Consultant is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

f. Notices. Pursuant to Labor Code section 1771.4, Consultant is required to post all Job Site notices, including prevailing wage rates and other notices, as required by regulation.

g. Other Labor Requirements. Consultant has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, and all other applicable State labor laws. Consultant further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Consultant shall require the same of all its subconsultants or subcontractors.

h. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hours laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Consultant and any subcontractor/subconsultant under it shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Agreement by it or by any subcontractor/subconsultant under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Consultant and/or subconsultant/subcontractor as provided for in Section 1775.

(2) Pursuant to Labor Code Section 1813, Consultant and its subconsultants or subcontractors shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Consultant or subconsultant/subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one

calendar week, except as specified in Labor Code Section 1815. In accordance with the provisions of Labor Code Section 1810 *et seq.*, eight (8) hours is the legal working day.

i. DIR Monitoring. Pursuant to Labor Code Section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the DIR.

j. DIR Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and its subconsultants/subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, Consultant represents that it is aware of the registration requirement and is currently registered with the DIR. Consultant shall maintain a current registration for the duration of the Agreement. Consultant shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subconsultants/subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration thereof.

## **Section 6.                      TERM OF AGREEMENT**

This Agreement shall be for an Initial Term of **One (1) year** commencing on **the date of full execution of the Agreement** (the "Commencement Date") and expiring on **One (1) year from the Commencement Date** (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 **One (1)** additional one-year period (hereinafter "Option Period"), at the option of the City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration of 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 City decide to exercise its option(s) to extend. In the event City does not give Consultant 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 City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

## **Section 7.                      INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this Agreement.

**Section 8.**

**REPRESENTATIONS AND ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF  
CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

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

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

(5) The City 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 Consultant to perform the services described in this Agreement.

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

b. The City represents and acknowledges the following:

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

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement.

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

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

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

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

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Proposal set forth in Exhibit B and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

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

#### **Section 9. NOT AGENT OF THE CITY**

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

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

#### **Section 10. LICENSES AND PERMITS**

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

#### **Section 11. STANDARD OF PERFORMANCE; WARRANTY**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Fredy A. Bonilla, P.E., City Engineer, or his designee.**

b. By executing this Agreement, Consultant warrants that it:

(1) Has thoroughly investigated and considered the services and work to be performed;

(2) Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.



## **Section 12.**                    **FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **Fredy A. Bonilla, P.E., City Engineer, or his designee.**

## **Section 13.**                    **CONFLICTS OF INTEREST**

Consultant 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 Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

## **Section 14.**                    **COMPLIANCE WITH LAWS**

Consultant 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 Consultant or its employees, officers, or board members.

## **Section 15.**                    **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), 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 Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), 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 Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

## **Section 16.**                    **WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

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

**Section 17.**                    **PROFESSIONAL LIABILITY INSURANCE**

a. **Professional Liability Insurance or Errors and Omissions insurance** as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**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 and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

**Section 19.**                    **WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the City and its 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. Consultant 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 City Clerk 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 City 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 City 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 during the Option Period, if applicable), 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 contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies."

## **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 City 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 City 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. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land

surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 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.

d. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

#### **Section 24.                      REPORTS**

Upon request by **Fredy A. Bonilla, P.E., City Engineer, or his designee** or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

#### **Section 25.                      RECORDS**

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Fredy A. Bonilla, P.E., City Engineer, 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. **Fredy A. Bonilla, P.E., City Engineer, 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 Consultant hereunder shall be retained by Consultant and made available to **Fredy A. Bonilla, P.E., City Engineer, 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; OWNERSHIP OF WORK**

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

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Fredy A. Bonilla, P.E., City Engineer, or his designee**, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Fredy A. Bonilla, P.E., City Engineer, or his designee**, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **Fredy A. Bonilla, P.E., City Engineer, or his designee**. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

**Section 28.**                    **PRINCIPAL REPRESENTATIVES**

a. **Silvana Mattucci, President, or his designee** is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Fredy A. Bonilla, P.E., City Engineer, or his designee**, shall be the principal representative of the City for purposes of communicating with Consultant 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; EXTRA SERVICES**

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

b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **Sewer Main Condition Assessment 2024**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

**Section 30.**

**ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Consultant 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 Consultant/Professional Services Standard Provider Agreement and **Exhibit "B"** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider 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 City: Fredy A. Bonilla, P.E., City Engineer  
Engineering Department  
City of Victorville  
14343 Civic Drive  
Victorville, CA 92392

To Consultant: Silvana Mattucci, President  
Mattucci Plumbing Inc.  
13528 S. Western Ave.  
Gardena, CA 90249

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 CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant 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 Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

**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 City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City 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.**

**THE CITY OF VICTORVILLE**

**MATTUCCI PLUMBING INC.**

By: \_\_\_\_\_  
**Elizabeth Becerra,**  
**Mayor**

By: \_\_\_\_\_  
**Silvana Mattucci,**  
**President**

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

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

**ATTEST**

By: \_\_\_\_\_  
**Jennifer Thompson,**  
**City Clerk**

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

By: \_\_\_\_\_  
**Sandra Bostick,**  
**Risk Manager**

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

**APPROVED AS TO STANDARD FORM:**

By: \_\_\_\_\_  
**Andre de Bortnowsky,**  
**City Attorney**

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

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**VICTORVILLE WATER DISTRICT (DISTRICT)**  
**REQUEST FOR PROPOSAL**  
**RFP# CC25-029 SEWER MAIN CONDITION ASSESSMENT 2024**

**SCOPE OF WORK**

**INTRODUCTION**

Consultant shall clean and conduct a comprehensive condition assessment within a preselected area of the City, or as directed by the City Engineer or his designee. This assessment will primarily use Closed-Circuit Television (CCTV) technology along with other camera inspection methods to identify structural defects and potential areas of infiltration. This contract will be for a not-to-exceed amount of \$942,074.16.

A condition assessment is an investment in these valuable community assets and in managing risk. The primary purpose of a condition assessment is to define the current condition of an asset, evaluate the progression of deterioration, and make informed decisions on managing maintenance, repair, and potential replacement.

**BACKGROUND**

Most of the sewer lines in this area of the city are at least 60 years old, with some over 100 years old. Given the age of these systems, assessing the condition of the underground pipes and associated infrastructure has become a priority. A CCTV evaluation of the entire city sewer system was completed in 2018. Since then, several improvements and additional maintenance have been carried out on the most problematic pipelines. We are now soliciting with a focus on reevaluating the areas identified as the worst in the 2018 investigation and seeking recommendations for repairs or replacements for these sewer mains and manholes.

**SCOPE OF SERVICES**

Summary:

The Consultant shall perform Closed Circuit Television (CCTV) inspection in the areas within the city limits as directed by the City Engineer or his designee. The condition assessment shall be conducted primarily for the area indicated below (Figure 1). However, pipelines outside this area may also be selected for assessment, with efforts made to minimize the need for relocating crews to different areas. The Consultant will be responsible for cleaning, evaluating, and recommending solutions to address issues within the sewer system. A detailed description of the sewer system is included in this document. The Consultant shall perform the services as outlined in this section.

Term of the Contract: The term shall be for one (1) year from the date of award, with one (1) additional year option.

General Coordination:

Consultant shall accommodate City representative who will be monitoring Consultant's activities.

Work Hours:

Standard work hours shall occur between the hours of 6:30 am to 5:00 pm, Monday through Friday, unless authorized by the Project Manager. Night work working hours are between 5:00 pm and 6:30 am, unless authorized by the Project Manager; night work must remain 70dB noise level.

Health and Safety:

- A. All work shall be done in a safe, competent manner. Work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to Consultant operations not in conformance to these acts, or stoppages by CAL-OSHA inspectors or the designated representative, because of non-conformance, shall be solely borne by the Consultant.
- B. All manholes shall be treated as confined spaces if entry is necessary. All CAL-OSHA and Title 8 requirements shall be followed. Confined space entry procedures shall be submitted prior to the contract award.

Licenses:

Per the State of California, there are no licensing requirements for this project. However, the Traffic Control Plan shall be prepared following the most current CA MUTCD.

Prevention of Property Damage:

During cleaning operations, precautions shall be taken in the use of cleaning equipment, to prevent damage to the existing pipe and manholes. Care must also be taken to prevent flooding of houses and toilets. The Consultant is responsible for all costs for any flooding incidents to properties that occur during these operations. Consultant must prevent surface water from entering open manholes. If ground water infiltration or calcium is encountered, note in inspection.

Use of Subcontractors:

The Prime Consultant shall perform with its own organization Contract Work amounting to not less than Fifty Percent (50%) of the total original contract price, excluding any Specialty items designated by the City in the Special Provisions.

Consultant shall perform all sewer cleaning and CCTV work with their own forces. Use of a sub-consultant is not allowed for sewer cleaning and CCTV. Consultant may use subcontractors for traffic control.

Temporary Water:

A. Obtain water and pay all meter deposits associated with obtaining a temporary water supply to conduct the Work at Contractor's sole expense.

B. Install temporary pipe, valves, and other appurtenances necessary to convey water to the sites from any temporary water service connection obtained by the Consultant.

C. The District will provide water service at the nearest fire hydrant upon request at no charge to the Consultant.

D. Do not use water from any fire hydrant unless said water first passes through a meter and backflow device provided for the Contractor's use. Furthermore, **do not, for any purpose, operate any valve in the City water system**, but request when necessary.

**CCTV Inspection and Evaluation:**

CCTV inspection shall be per National Association of Sewer Service Companies (NASSCO) Manhole Assessment Certification Program (MACP) **Level 2** (Detailed Inspection). Refer to the Guidelines attached to this document – see Section 6.

The City will require two-pass cleaning for all pipe segments. All debris disposal will need to be coordinated with the local treatment plant. Audio recordings of inspections are not required.

The Consultant shall provide a CA Licensed engineer to evaluate all conditions and provide a recommendation for correction.

**Sewer System Information:**

The City owns and operates its local wastewater collection system consisting of approximately 440 miles of gravity flow sewer pipelines varying in size from 4 -inch to 30-inch in diameter with over 8,000 manholes.

The existing sewer system consists of local collector sewers that receive and then discharge flows into trunk sewers owned and operated by the City of Victorville. The sewer is treated either at the Victor Valley Wastewater Reclamation Authority (VWRA), Joint Powers Authority (JPA,) or at the City of Victorville Industrial Wastewater Treatment Plant (IWWTP).

**REFER TO GUIDELINES FOR CCTV INSPECTION**

**FOR DETAILED SCOPE OF SERVICE**

**EXHIBIT B**

**COST PROPOSAL**

***See Attachment***



## VICTORVILLE WATER DISTRICT (DISTRICT)

REQUEST FOR PROPOSAL  
RFP# CC25-029 SEWER MAIN CONDITION ASSESSMENT 2024

## COST 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 the conditions surrounding the work. All of the aforementioned shall be done in accordance with said Scope of Services and all applicable addenda.

**(Please provide Title/Job Classifications)**

[Staff] CCTV Operator	[Classification] Lead	\$ 80.00	per hour
[Staff] Cleanig Operator	[Classification] Lead	\$ 80.00	per hour
[Staff] Office	[Classification] Quality Control	\$ 35.00	per hour
[Staff] PE	[Classification] Civil	\$ 80.00	per hour

All rates submitted must be all-inclusive and final. The District will not pay any separate costs for travel, lodging, per diem, printing, shipping, etc. Provide breakdown on a separate sheet.

**\*\* Consultant can use their own cost sheets but make sure to include this page with your signature.**

**ESTIMATED LUMP SUM TOTAL COST TO COMPLETE THE PROJECT BASED ON THE SCOPE OF SERVICES PROVIDED:** \_\_\_\_\_

Consultant's Name: Mattucci Plumbing Inc

Company Name: Mattucci Plumbing Inc

Phone: (310)543-2001 Fax: \_\_\_\_\_ Email: spowers@mattucci.com

Name: Silvana Mattucci

Signature:  Title: President Date: 10/11/2024

**NOTE: COST PROPOSAL SHEETS (PAGE D-18) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR CC25-029 SEWER MAIN CONDITION ASSESSMENT"**

**VICTORVILLE WATER DISTRICT (DISTRICT)**  
**REQUEST FOR PROPOSAL**  
**RFP# CC25-029 SEWER MAIN CONDITION ASSESSMENT 2024**

**ADDITIONAL INFORMATION**

Please provide any additional information which will be helpful in evaluating your proposal.

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We have provided per foot rates in our cost proposal broken into the following line items:

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#1) Cleaning of Sewer Lines - \$1.91 per lf - rate includes all direct and indirect expenses

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related to pipe cleaning, including all labor, equipment, mobilization, water meter,

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traffic control, and dumping at a location provided by the district.

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#2) CCTV Inspection of Sewer Lines - \$1.36 per lf - rate includes all direct and indirect

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expenses related to performing CCTV inspection of sewer pipe lines, including all labor,

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equipment, mobilization, and traffic control.

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#3) SI 360 Degree MACP level 2 Digital Manhole Inspections - \$154.50 per manhole -

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rate includes all direct and indirect expenses including labor, equipment, mobilization,

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and traffic control.

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#4) Reports - \$.74 per lf - reports will be provided for all Pipe line and manholes inspected and will include

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all pipeline and manhole identification numbers, all related information including material type,

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diameter, depth, structural and Q&M quick ratings, along with maintenance and rehabilitation

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recommendations. A sample with additional detail of a report is attached.

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We project that Mattucci Plumbing can complete 40 miles of pipe inspection,  
605 manhole inspections, and provide reports for a total of \$942,074.16

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CA License # 770059


**MATTUCCI**  
PLUMBING

Quote # 092324-03

13528 S Western Ave • Gardena CA 90249 • P. 310.543.2001

PROPOSAL SUBMITTED TO: Victorville Water District	DATE 10/21/2024	PHONE (760) 955-5082
STREET (Business address) 14343 Civic Drive, 2nd Floor	JOB / PROJECT NAME Victorville	
CITY, STATE AND ZIP CODE Victorville, CA 92392	JOB LOCATION Sewer Main Condition Assessment 2024 Project # CC25-029	
CONTACT NAME Celeste Calderon <a href="mailto:cmclideron@victorvilleca.gov">cmclideron@victorvilleca.gov</a>	PREVAILING WAGE QUOTE	

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	Clean Sewer Lines	211,200	LF	\$1.91	\$404,044.16
2	CCTV Sewer Lines	211,200	LF	\$1.36	\$287,741.50
3	SI Manhole Inspections	605	EACH	\$154.50	\$93,472.50
4	Reports	211,200	LF	\$0.74	\$156,816.00

**GRAND TOTAL:** (211200 LF = 40 miles) **\$942,074.16**

EXCLUSIONS ( any qualifications to exclusions are in parenthesis )

1	Access (Owner shall provide adequate access)
2	Excavation of any kind
3	Flow By-Pass Diversion of any kind
4	Engineer Stamped Traffic Control Plans
5	Major Traffic Control

Mattucci Plumbing hereby proposes to furnish material and labor -- complete in accordance with above specifications outlined in the RFP project # CC25-029

**For the sum of:** Dollars: \$942,074.16

All services are guaranteed to be as specified. All work will be completed in a professional manner adhering to standard practices. Any changes to the above specifications involving extra costs are not to be executed without written orders, and may require additional charges over and above the estimate. All agreements are contingent on delays beyond our control. A certificate of insurance will be provided upon request. This proposal is valid for 90 days.