

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

VALLEY SOIL, INC.

Smart Irrigation Program – RFP No. 2379

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and VALLEY SOIL, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Smart Irrigation Program – RFP No. 2379 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years, with the option to extend two (2) additional one (1) year terms upon written agreement of the parties, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the annual total sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), for a total contract amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Ryan McManus
3900 Main Street
Riverside, CA 92522

To Consultant

Valley Soil, Inc.
Attn: Eric Anderson
P.O. Box 890595
Temecula, CA 92589

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

~~12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.~~

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

~~27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.~~

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” - Scope of Services
- Exhibit “B” - Compensation
- Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation


VALLEY SOIL, INC., a California corporation

By: _____
Mike Futrell
City Manager

By: 
Print Name: Eric Anderson
Title: President
(Signature of Board Chair, President, or Vice President)

and

Attest: _____
Donesia Gause
City Clerk

By: 
Print Name: Terry Anderson
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: 
for Chief Financial Officer

APPROVED AS TO FORM:

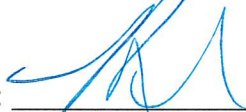
By: 
Ruthann M. Salera
Sr. Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

PROGRAM DESCRIPTION

The goal of the SIP is to reduce water use and improve landscape irrigation efficiency by providing residential and commercial landscape irrigation audits, professionally installed and properly programmed WBIC and professionally installed high-efficiency nozzles for pop-up spray-heads for a maximum of approved RPU customers. Initially, the Consultant will provide landscape irrigation efficiency audits. The Consultant will purchase, install and program WBICs that estimate or measure depletion of available plant soil moisture to operate an efficient irrigation system. A properly programmed WBIC requires initial site-specific set-up and will then automatically make irrigation schedule adjustments, including run times and required cycles, throughout the irrigation season without human intervention. The Consultant will purchase and install high-efficiency nozzles for pop-up spray-heads.

1. CONSULTANT'S RESPONSIBILITY:

1.1. Consultant will conduct landscape irrigation audits (pre-installation irrigation audit). The applicable irrigation audits will include the following:

- 1.1.1 Overall irrigation system condition (controller, valves, heads and nozzles)
- 1.1.2 Size of irrigated landscape area in square feet
- 1.1.3 Irrigation controller and settings
- 1.1.4 Identify number of sprinkler heads on site
- 1.1.5 Plant materials type in each zone
- 1.1.6 System pressure
- 1.1.7 Soil type
- 1.1.8 Micro-climate conditions
- 1.1.9 Maintenance issues
- 1.1.10 Irrigation zone diagram

1.2. Consultant shall provide customer audit results, if applicable, in an RPU approved format that includes the following:

- 1.2.1. Customer-friendly format using color and easy to read layout
- 1.2.2. Cover letter that describes report sections
- 1.2.3. Summary report listing recommendations, payback and benefits
- 1.2.4. Detailed recommendations with inventory list for fixture procurement

1.3. Consultant shall provide the necessary equipment to retrofit approved/eligible sites as required under the scope of work.

1.4. Consultant will install high-efficiency nozzles for pop-up spray heads based upon data collected from field site visits and audits performed as applicable to each visited site.

1.5. Consultant will install and program WBICs and/or components to transform non-climate-based controller into WBICs for retrofit in the first year. (Some residential sites require multiple controllers due to the lot size, number of stations involved and logistics of placing weather monitors.) Subsequent installations in years two and three will be subject to contract renewal.

1.6. Consultant will complete proper programming according to manufacturer guidelines of all WBICs installed under this contract for this program, including site-specific set-up entering data for each zone as follows:

- 1.6.1 Soil type
- 1.6.2 Plant material
- 1.6.3 Application rate
- 1.6.4 Correct ET zone or zip code

1.7. Consultant shall provide follow-up inspection of each site where SIP installation occurred 30 days after initial installation and provide a secondary follow-up visit should it be deemed necessary or requested; follow-up inspection shall include programming adjustments and replacement of back-up battery when necessary. Consultant shall also provide an explanation (training) of the controller function and operations to either the property owner or their approved landscape Consultant per the property owner's preference.

1.8. Consultant shall maintain a database of documented findings and programming adjustments made for each WBIC at each follow-up inspection. Data will be included in the final project report to be submitted to RPU's Program Manager within 30 days after completion of the Project.

1.9. Consultant will provide courteous, professional, timely service and will leave no material or debris at the site. Consultant will be required to provide professional identification to all staff and customers participating in this program, which may include a photo of the Consultant personnel on the badge and will include an office phone number for participants to contact, should the need arise.

1.10. Consultant will conduct all installations per manufacturer's recommendations. All installations shall be neat and professional in appearance.

1.11. Consultant will be responsible for appraising the conditions of every potential WBIC and high-efficiency nozzle installation site in the presence of the property owner or the owner's representative and without inflicting any damage to the irrigation system

on-site to ensure that conditions are free from defect and will allow the installation of a WBIC and high-efficiency nozzles without modification or effort outside the standard installation.

1.12. RPU will not pay for, nor is it responsible for substandard work. Agency staff will perform quality control inspections after controllers and nozzles are installed and programmed to ensure proper installation and programming. Consultant will be responsible for correcting any errors in installation or programming at Consultant's expense.

1.13. If Consultant elects to forgo an installation because of observed or perceived site conditions, or the presence of an existing controller and/or existing high-efficiency nozzles; Consultant shall document the location and conditions, inform the property owner or the owner's legal representative and forward the documentation to RPU within thirty (30) days following the initial site visit.

1.14. Consultant will provide all new materials, free of defect, for a quality installation.

1.15. Consultant will not conduct any work outside the standard installation scope of the Project or receive any form of payment from the participant for work as a result of this Project.

1.16. Consultant will certify that all non-climate-based irrigation controllers replaced as a result of this Project will be provided to the property owner or the property owner's representative and that the property owner or the property owner's representative understands and signs the Re-Installation Option Form.

1.17. Consultant may be required to uninstall the WBIC and reinstall the original controller if requested by the customer within 60 days of retrofit.

1.18. Consultant will ensure that an RPU Participation Agreement and Waiver and Re-Installation Option Form are completed in full by Consultant and signed by the property owner or the owner's legal representative for every individual dwelling unit before the installation of any WBIC or high-efficiency nozzles.

1.19. Consultant will leave the property owner or the property owner's legal representative a copy of all manufacturer's warranty documentation and user manual for every WBIC and/or nozzle installed on the property.

1.20. Consultant will leave the property owner or the property owner's legal representative a local or toll-free call-back number for technical assistance and/or correction of product malfunction within 90 days of product installation.

1.20.1. Consultant will respond to every RPU customer participant or potential

participant and provide a call-back within 48 hours.

1.20.2. Consultant will document every call-back and the resolution actions taken, as part of the final report at the conclusion of the Project.

1.21. Consultant will complete and submit a monthly invoice. An electronic copy of the invoice and the corresponding electronic copy of the RPU Smart Irrigation Program Database will be forwarded, via email, to RPU's Program Manager for review prior to approval of payment.

1.21.1. Database, which will be provided by Consultant with monthly invoice, shall include the following documentation:

- 1.21.1.1 Customer Last Name
- 1.21.1.2 Customer First Name
- 1.21.1.3. Service Address (includes city and zip code)
- 1.21.1.4 Contact phone number (include area code)
- 1.21.1.5 Total Landscape Area (square feet)
- 1.21.1.6 Number of controllers to be replaced
- 1.21.1.7 Make, Model and No. of Stations – Controller #1 (replaced)
- 1.21.1.8 Make, Model and No. of Stations – Controller #2 (replaced)
- 1.21.1.9 Make, Model and No. of Stations – New Controller #1 (installed)
- 1.21.1.10 Make, Model and No. of Stations – New Controller #2 (installed)
- 1.21.1.11 Installation Date
- 1.21.1.12 Verification Method
- 1.21.1.13 Follow-up Inspection Due Date
- 1.21.1.14 Total water saved in gallons or CCF

2. PRODUCT SPECIFICATION:

1.1 Consultant will provide different WBIC options and pricing to cover large and small landscape sites. WBIC options will include:

1.1.1 A model designed to cater to residential landscape applications with a minimum availability of 10 stations and a wireless weather sensor for ET adjustment.

1.1.2 A model for large residential or commercial landscape with up to 24 available stations and a wireless weather sensor for ET adjustment.

1.1.3 Any module or product with a wireless weather sensor that can convert a compatible existing irrigation controller into a WBIC.

1.1.4 A model with location component by zip code or LAT/LONG.

1.1.5 An approved device listed at: Smart Water Application Technologies (SWAT), SoCalWaterSmart (Metropolitan Water District of Southern California's water efficiency rebate portal), or the Environmental Protection Agency's WaterSense website.

1.2 Consultant will provide high-efficiency nozzles to both residential and commercial installations where deemed applicable and documented through the audit process.

The Consultant must provide justification and cost for any proposed additional tasks.

The City is committed to reducing their environmental footprint through the preferred method of document sharing. The City encourages the use of digital mediums and requests that any printed material be produced on 100% recyclable paper. The City also encourages the use of online meetings and email, along with the utilization of Adobe signature for all document needs. By embracing these practices, the City is able to further their mission of sustainability and preservation of our planet.

CONTRACT MANAGEMENT

1. Development of Project Scopes and Budgets
 - a. Consultant(s) will work directly with RPU to develop project scope and budget that meets the unique goals and objectives of RPU for all work anticipated in the SIP for each program year
2. Invoicing
 - a. Monthly invoices, including that month's database, will be submitted to RPU for projects completed. Invoices will associate all project costs issued under the Agreement.
3. Budget Tracking
 - a. Project costs billed to RPU will be tracked on a monthly and program-to-date basis. Consultant(s) will also be required to maintain a budget tracker that compares the program-to-date expenses to the total budget for each RPU to ensure funds are not exceeded under this Agreement.

PROJECT DELIVERY

1. Project Logistics
 - a. Selected consultant will take responsibility for coordinating successful project delivery in collaboration with RPU, which includes purchasing required materials and labor costs for each customer project.
2. Quality Assurance / Quality Control
 - a. All materials installed under this Agreement shall be for new and sourced from irrigation distributors located within the City of Riverside when possible.

Consultant(s) will provide, to the program participant, any instructional manual or product specification for all products installed upon request.

- b. Periodic and random Quality Control (QC) site visits may be conducted by RPU to assure the accuracy of installed measures and customer satisfaction. The QC site visits shall include the verification of the following:
 - i. Invoiced scope of work matches existing site condition; newly installed irrigation products are functioning properly.

In the event a discrepancy or improper installation is identified, Consultant(s) will follow up with RPU within 45 days to ensure the work is rectified. Consultant will notify RPU when the location is ready for re-inspection to confirm the work was done to the agreed project specifications. If Consultant does not agree to rectify the work, RPU has the right to withhold payment.

EXHIBIT "B"
COMPENSATION



Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Scope of Services. All proposals shall include a breakdown of the costs and be presented at prevailing wage. Proposals shall include a breakdown of the proposed fees as seen in Exhibit “B”. and entered in Planet Bids under the Line Items tab.

Understanding: Valley Soil recognizes the RPU goal of maximizing customer participation within a set budget.

A. All proposed fees are stated at net-price, whereas the net-price represents the total and final cost to RPU for providing quality Certified Landscape Irrigation Auditor (CLIA) water audits and retrofit services at each site. The net-price shall include all proposed costs associated with all materials, labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidentals and any/ all other related costs necessary to supply the services required.

B. Proposed fee for landscape audit by acreage:

| | Standard | W/ Mapping |
|---|----------|------------|
| Residential sites under ¼ acre | \$152.50 | \$197.50 |
| Residential sites over ¼ and up to 1 acre | \$192.50 | \$237.50 |
| Residential sites over 1 acre | \$245.50 | \$290.50 |
| Commercial sites less than 1 acre | \$192.50 | \$237.50 |
| Commercial sites over 1 acre | \$297.50 | \$380.00 |
| Irrigation Zone Mapping, Residential | \$55.00 | - |
| Irrigation Zone Mapping, Commercial | \$92.50 | - |

If the RPU Smart Irrigation Program – Direct Installation program is to be part of the MWD auditing program, Valley Soil can piggyback off this and drop our audit prices to zero using that information.

C. Proposed fee for the replacement of existing sprinkler nozzles:

| | |
|--|--------|
| Cost for 1 high efficiency spray head nozzle replacement | \$7.45 |
|--|--------|

D. Proposed fee for controller replacement:

| Description | Unit Cost | Total |
|--|-----------|----------|
| 1 Rachio G3-8 - WiFi Based Controllers | \$382.50 | \$382.50 |

| | | |
|---|--------------|------------|
| 1 Rachio G3-16 | \$415.00 | \$415.00 |
| 2 nd Rachio G3 8 | \$330.00 | \$712.50 |
| 3 rd Rachio G3 8 | \$330.00 | \$1,042.50 |
| 2 nd or 3 rd Rachio G3 16 | \$415.00 | \$415.00 |
| 1 Rachio Outdoor Enclosure | \$40.00 | \$40.00 |
| 1 Isolator Relay (2 or more required, for 2 controllers w/ shared common) | \$76.00 each | \$76.50 |
| WiFi Range Extender (optional) | \$74.00 | \$74.00 |
| Hunter P2C 24 | \$758.50 | \$758.50 |
| Hunter P2C – 400 - 4 with WSS (Kit) Solar Sync-Standalone Controllers | 372.50 | \$372.50 |
| Add 1 Hunter P2C/ I2C – 3 station module & WSS (Kit) | \$52.00 + | \$327.50 |
| Add 2 Hunter P2C/ I2C – 3 stations modules & WSS (Kit) | \$102.00 + | \$379.50 |
| Add 3 Hunter P2C/ I2C -3 station modules & WSS (Kit) | \$156.00 + | \$431.50 |
| Hunter P2C/ I2C – 4 station module & WSS (Kit) | \$447.50 | \$447.50 |
| Hunter P2C/ I2C – 9 station module | \$194.50 | \$414.50 |
| Hunter I2C – 800 – 8 station controller with WSS (Kit) | \$374.00+ | \$649.00 |
| Hunter I2C – 2200 – 22 station module | \$349.00 | \$624.00 |
| Hunter Wireless Solar Sync (WSS Kit) for Hunter WBIC conversion | \$295.00 | \$295.00 |
| Hunter X-Core controllers may be substituted for up to 10 stations | - \$50.00 ea | |
| | | |

Valley Soil believes the Hunter P2C to be more reliable than the Hunter X-Core. However, the X-Core is a good residential fit and has a WiFi option for future customer changes. Valley Soil shall reduce the listed Hunter P2C price by \$50.00 each if the X-Core is selected.

EXHIBIT "C"

KEY PERSONNEL

Eric Anderson









DHA & Request for CAO SIP Valley Soil

Final Audit Report

2024-08-22

| | |
|-----------------|---|
| Created: | 2024-08-20 |
| By: | Kirsten Rosales (Krosales@riversideca.gov) |
| Status: | Signed |
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