

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### VALLEY SOIL, INC.

#### [Smart Irrigation Controller and High Efficiency Sprinkler Nozzle Direct-Install Program]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 28 day of August, 2015 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation 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 the Smart Irrigation Controller and High Efficiency Sprinkler Nozzle Direct-Install Program ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2016, but may, subject to mutual consent, be extended for three (3) successive one-year terms, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Thousand Dollars (\$200,000), 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: Public Utilities General Manager  
3750 University Avenue  
Riverside, CA 92501

To Consultant

Valley Soil, Inc.  
Attn: Eric Anderson,  
President/General Manager  
P.O. 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](http://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. 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 25 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 and Attorneys' Fees.** 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 a court of competent jurisdiction in the 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 the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

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, 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. **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.

33.1 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.

33.2 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.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" attached hereto, the terms contained in Exhibit "A" shall be controlling.

34. **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 Next Page)

IN WITNESS WHEREOF, City and Consultant have caused this 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: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Eric Anderson  
Printed Name

President  
Title

Approved as to Form:

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Deputy City Attorney

Terry Anderson  
Printed Name

Treasurer  
Title

**EXHIBIT “A”**

**SCOPE OF SERVICES**



### **Scope of Work - Administration:**

- Meet the RPU's business standards and documentation requirements to allow us to perform the work.
  - Maintain records per contract or per federal standards, whichever is longer.
- Meet with RPU Representatives to obtain customer information:
  - Customer names, account numbers, addresses, phone numbers, 3 year historical usage, lot size, other specifics.
  - Meet with the RPU anytime as requested or needed for at least 2 years after contract completion.
- A RPU Program/ Safety Handbook has been developed for use in tail gate meetings and vehicular storage for :
  - Staff and Field Personnel noting the Program requirements; Field goals, procedures and directions; approved products, contact numbers and information; vehicle and personal safety procedures, emergency locations and reporting forms.
- Develop targeted marketing materials if requested and preliminary customer packages highlighting:
  - The RPU's/ funding agents logo and statement, Program's reduction goals and methods of implementation; the Program's costs to the customer; why the customer has been selected to participate and customer benefits; explain where the funding sources; describe any water restrictions; provide the RPU's and Valley Soil's contact information.
- Enter collected customer contact data into our database to develop tracking / reporting forms and statistics for office and field reporting synchronization.
- Concurrently, aid in developing a liability waiver/ consent form and a re-installation option form to present to the customers.
- Prioritize and contact selected customers by direct mail and direct calling to schedule audit appointments.
- Calling shall be done by our trained Customer Coordinators (CC) which are experienced in obtaining Program interest and buy-in for these programs.
  - Initial customer calls shall begin by the CC's after any mailings have been sent out and at least three contact attempts are given.

### **Scope of Work - Field Services:**

- Arrive in a professional manner and in professional attire with Company names on the shirts on the vehicles.
  - Present photo identification, business cards and credentials.

- Present: waivers/ consent agreement, re-installation option form, Program summary, benefits and customer participation requirements; RPU, Company contact information and the toll free numbers.
    - Accomplished by e-mail or fax prior to the meeting time and are collected before going onsite.
  - If the Pre-Program package information was not able to be delivered via e-mail or fax: the information is presented, reviewed, discussed, and signed at time of the audit.
  - Present any RPU “goody bags” and other interior/ exterior information, if supplied.
    - Without promoting a single source, Valley Soil shall provide a list of approved local irrigation conservation device vendors or California Friendly plant material suppliers who have agreed to discount other products to retail customers when they present their water bill.
  - Audit sites to determine:
    - Area size, the general condition of the landscaping, static system pressure,
    - Operate all valves to determine: by valve run off times, microzone or irrigation locations and mismatches; by valve plant types, controller original settings and location; can the nozzles can be adapted to HE Nozzles, system issues, heads to low, correction items, brass to plastic body changes; count the number and type of pop up and shrub heads to determine what nozzles are needed; determine soil types, determine valve distribution uniformity (D.U.) and precipitation rates (P.R.),
    - Program or irrigation eligibility issues for correction prior to Program inclusion– manual systems, shrubs/ turf on the same valve, severe irrigation repairs needed, what these issues may cost to repair, existing WBIC’s or high efficiency nozzles in use or previously rebated;
    - Discuss the reasons for practicing water conservation – any tiered rate or billing structure questions shall be directed to the RPU,
    - Present and discuss the RPU approved WBIC’s and high efficiency nozzles including what products may aid in additional water or energy conservation such as standardizing large rotor nozzles, soil moisture sensors, Central control systems, flow sensors, master valves; discuss variable frequency drive pump motors for HOA pools and landscaped areas, 1.28 or 0.8 gpf toilets, faucet aerators, low flow shower nozzles, efficient washers and dishwashers,
    - Discuss potential energy savings obtained by the reduction in water delivery charges or improved methods. Formulate an estimated return on investment for the products outside the Program if requested,
  - Present written RPU and Valley Soil contact information including; field and office contact names, the toll free number and other office numbers. Encourage the customers to contact the RPU or Valley Soil for any questions or concerns.
  - Explain that all documentation and waivers are to be logged into a secure database and viewed/ forwarded to RPU.
  - Go over the Re-Install form, its timelines and that there is no costs associated with this service. Remind the customer to keep their controller until after this period.
  - Contact the RPU Representative if Program deal breakers are discovered and what resolutions were given to the customer; respond to customers within 24 hours of RPU directions/ decisions.
  - Schedule an installation date; complete an online or will call product order in the customer’s name for tracking purposes.
  - Pick up the products from local RPU approved “conservation product” vendors.
  - Deliver/ install WBIC’s and high efficiency nozzles per RPU and manufacturer specifications; program the WBIC’s per product manufacturer’s instructions, RPU restrictions and site specific audit data with no times exceeding run off potential; adjust for the new nozzle precipitation rates
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and distribution uniformities, plant material microzones, etc; activate sensors by GPS coordinates, zip code or group numbers; complete all operational testing and training with the customer then have the customer sign the completion/ work acceptance form; deliver all product manuals to the customer; enter the work sign off form and documentation into the database.

- Leave behind all replaced units as per the RPU or, if directed, recycle per established e-waste guidelines. If customer opts out of the Program and as RPU directed, return within the RPU guidelines to reinstall old controllers per manufacturer and audit findings at no additional cost to the customer or RPU. If the customer has not retained the old controller, contact RPU for directions.
  - Train and educate the customers on the use and programming of the WBIC and H.E. Nozzles. Highlight the simple adjustment features and explain what change results for each adjustment would be to water application amounts. Explain the consequences of over-adjusting the controller program; runoff, increased water use, etc, and that if additional sprinkler adjustments over apx 10% are considered - retrofits or repairs may be needed to prevent the need to "flood irrigate" areas by establishing better distribution uniformity.
  - Present "Landscape Tune Up" repairs, if needed, with written documentation and approval. All corrections or items to be modified shall be documented and presented to the Customer along with estimated item costs. Savings potential will be discussed and options to use their gardener, Valley Soil or others will be given for any work over \$250.00 limit. Estimates and reports shall be saved in the customers data base and be a part of the monthly billing report.
  - Present the optional Water Management Program to those customers that fall within the RPU guidelines or as RPU directed.
  - Water Management shall incorporate our Water Use Discovery Sheet if warranted.
  - This form captures most or all of a customer's water use, saves future time and establishes:
    - Flow in HCF/ CCF and gallons per minute and cycle for each valve
    - How much HCF/ CCF each valve uses per month
    - What is the head type for each valve
    - Plant Type and location
    - Enters the current month, ET factor for the site location
    - Calculates maximum daily runtimes based on IA standards and current ET for shrubs and turf per run time
    - Sets a priority for future water use cut backs for customer reference
    - Provides a "what - if" for reductions of cycle run minutes and water days
    - Calculates extra HCF/ Billing Units of savings per month if changes up or down are made
    - Provides high efficiency water savings gains in % for each valve
    - Provides monthly water saved per each valves high efficiency gains
    - Provides a scheduling coefficient to let a customer how far they are away from maximum water savings or to program into sophisticated controller systems
    - Identifies counts for toilets, showers, sinks, dishwasher, laundry, uncovered pool water use and inputs usage of each item per day or pool evaporation loss and provides monthly water use calculation
    - Converts all into monthly use and savings potential estimate in billing units and dollars
    - From here - weekly, monthly or quarterly water adjustments are made and usage tracked
  - The Water Management Program shall be tailored to each customer's specific needs and visit frequency.
  - High water users, who may have previously installed high efficiency products, rely on their gardener for controller adjustments or have high repair needs or have high water use for their measured area may need more assistance if their water use has increased or remained the same.
-

- Return on Investment based on ET and project costs can be generated in graph form and use actual water use with savings based on the areas ET.
- Document all customer contact and programming notes. Submit a copy to the customer and submit a copy to the RPU; provide additional training if needed or directed.
- Enter customer contacts, programming/ issue/ resolution notes and other data into our online database.
- Customer Audits/ Evaluation reports are generated using our standard audit form and may populate the data into an easy to understand customer report.
- Forward all reports, data and information to the RPU within the Contract timelines.
- Obtain from the RPU any further data that may require additional tracking as an option such as: the customers historical water usage and combine, if requested, into the customers database to:
  - Track the ongoing usage to the current and past ETs for comparable reporting and results;
  - Track customer contacts by what contact was made, what were the results, what services or follow up was provided, what answers were given, what additional assistance may be provided
  - Offer an extended manufacturers and Valley Soil's customer warranty.
  - Valley Soil shall provide free customer product based warrantee care for any products warrantee period and may extend free training services past RPU contract requirements.
- Provide all information, documentation and updates to the RPU, formatted in a compatible RPU format and presentable to the wholesale or rebating agency.
- Conduct follow-up 30 day contacts as needed or directed and conduct a customer follow up evaluation. Offer further assistance and or answer any questions. Submit the audit/ contact results to the RPU. Valley Soil shall provide uninterrupted customer support for at least a 2 year period to ensure customer "buy in" to the conservation products or methods.
- Track and monitor monthly water use per customer if requested. Provide customer results to the RPU basing the comparisons on historical water use and ET weather data compared to current water use and ET weather data.
- Finalize database information, field notes, programming information, customer contacts, monitored usage reports, documentation and present monthly, as required and within the time frames to and set forth by the RPU.
- Valley Soil will not seek any landscape maintenance services; this is to maintain good relations with a customer's maintenance service company.
- Valley Soil understands that we are representing the RPU and will conduct business according to the professional guidelines and standards that RPU requires of their employees and Consultants. Valley Soil shall in no part represent itself and employee to the RPU. Valley Soil believes that we should be the first point of customer contact: minimize the RPU Program administration burden and shall be available for any customer or RPU at all times.

*When it comes to innovative ideas to Save Water, We Never Run Dry*

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**EXHIBIT "B"**  
**COMPENSATION**

## Exhibit B

1. RPU staff will provide Valley Soil Inc. with evaluation sites at their discretion. Valley Soil is not to solicit sites without prior RPU approval.
2. Valley Soil will schedule/conduct evaluations at provided sites.
3. Valley Soil will provide RPU with evaluation documentation including the audit results and recommended products to install with associated pricing to RPU for approval prior to any installation work being conducted at the site.
4. Valley Soil is authorized to allocate \$1,000 per audit site on materials and labor. The cost of the irrigation audit will be considered a separate item from the authorized \$1,000.
5. Written approval from RPU may be granted to Valley Soil for installs greater than \$1,000.
6. Upon RPU approval Valley Soil schedules and conducts installations.
7. Valley Soil will invoice RPU in a one line item per-site fashion. Each evaluated and installed site should be contained within the body of the same invoice for tracking purposes. Evaluations and installations for a single site should not appear on different invoices. Multiple sites may appear on the same invoice.
8. All irrigation equipment and products installed through the administration of the RPU Smart Irrigation Program will be purchased in the City of Riverside.

## Exhibit B

### **PRICING FORM**

Each Contractor shall attach their fully completed fee schedule, identifying all skill classifications and associated administrative fees. All proposed prices shall be stated in terms of a firm fixed price per "module" presented. The fee schedule shall be effective throughout the entire first year (12-month period) of the contract.

#### **A. FEE INCLUSION STATEMENT:**

Contractors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to RPU for providing professional quality CLIA water audits and retrofit program 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:**

- i. For residential sites less than one acre: \$ 185.00
- ii. For residential sites more than one acre: \$ 235.00
- iii. For commercial sites less than one acre: \$ 185.00
- iv. For commercial sites less than one acre: \$ 480.00

Audits shall include descriptions of irrigation system components, zone area, plant material, soil type, shade, slope, exposure, etc. (all elements that will be variables to be considered when programming the new "weather-based irrigation" controller (WBIC). Additionally, the fee for audits will include all of the

cost for logistics, distribution uniformity testing, reporting, data management, database management, program administration, and invoicing.

**C. PROPOSED FEE FOR THE REPLACEMENT OF EXISTING SPRINKLER NOZZLES:**

Total cost (Labor and Materials) for per sprinkler nozzle (1) replacement: \$ 4.96  
Labor cost per sprinkler nozzle (1) replacement: \$ 2.50

Each existing spray nozzle will be replaced with appropriate high efficiency precision nozzle. A given customer site/landscape may have any number of individual nozzles that will need to be individually replaced.

**E. PROPOSED FEE FOR CONTROLLER REPLACEMENT:**

Replacing one irrigation controller/weather sensor per site	\$ <u>147.50</u>
Replacing two irrigation controllers/weather sensor per site	\$ <u>135.00</u>
Replacing three or more irrigation controllers/weather sensor per site	\$ <u>125.00</u>
Installing one module with weather sensor for smart controller conversion	\$ <u>65.00</u>
Installing two modules with weather sensor for smart controller conversion	\$ <u>40.00</u>
Installing three or more modules with weather sensor for smart controller conversion	\$ <u>40.00</u>

Replacing the existing irrigation controller with a new weather-based landscape irrigation controller (WBIC) will include the physical removal of the existing "old" irrigation controller and the professional installation of the new WBIC. This task will also include documenting the zone served by each valve and inputting the initial programming elements needed for the WBIC to function properly. The "old" irrigation controllers are to be provided to the property owner or the property owner's representative to allow for the contingency that a customer may want their "old" controller reinstalled.

Please list the Brand/Model of the smart controller to be installed in the following applications:

Residential applications (minimum of 4 stations)

Irritrol Total Control, Irritrol Rain Dial, Toro Evolution \_\_\_\_\_

Hunter Pro C and I-Core

Large residential or commercial applications (maximum of 36 stations)

Irritrol Total Control, Irritrol MC+, Hunter I-Core \_\_\_\_\_

Module with wireless weather sensor that can convert to a smart controller

Irritrol Climate Logic, Hunter Solar Sync, Weathermatic SLWS \_\_\_\_\_

Toro Evolution Weather Sensor

**F. Proposed Fee for Water Management Services**

i. For residential sites less than one acre: \$ 125.00 Initial & valve flow measurements

\$65.00 per visit

ii. For residential sites more than one acre: \$ 165.00 Initial & valve flow measurements

\$85.00 per visit

iii. For commercial sites less than one acre: \$ 125.00 Initial & valve flow measurements

\$65.00 per visit

iv. For commercial sites less than one acre: \$ 185.00 Initial & valve flow measurements  
(more)

\$125.00 per visit

**EXHIBIT "C"**  
**KEY PERSONNEL**

**None designated**