

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

VALLEY SOIL, INC.

Smart Irrigation Controller, High-Efficiency Sprinkler Nozzle Direct-Install
and Water Management Services Program; RFP No. 1901

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 ("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 Smart Irrigation Controller, High-Efficiency Sprinkler Nozzle Direct-Install and Water Management Services Program; RFP No. 1901 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2022, but may, subject to mutual consent, be extended for one (1) two (2) year terms, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the initial term for the total sum of Six Hundred Thousand Dollars (\$600,000.00), payable in accordance with the terms set forth in Exhibit "B." If exercised, compensation for the additional term shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per year, or Four Hundred Thousand Dollars (\$400,000.00) in total. 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. 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. **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" - Scope of Services 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:

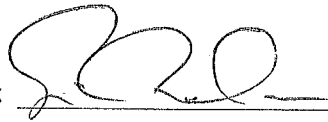
Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

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
a California corporation

VALLEY SOIL, INC.,
a California corporation


By: _____
City Manager

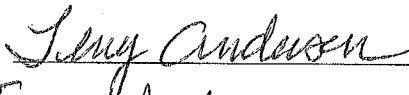
By: 
Eric Anderson
Printed Name

Attest: _____
City Clerk

President
Title

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
Terry Anderson
Printed Name

Approved as to Form:

Treasurer
Title

By: 
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A: Scope of Services

Administration

- **Valley Soil shall:**
- Meet the RPU's business standards and documentation requirements.
 - Submit all insurances, protections, submittals and deliverables.
- Meet with RPU Project Representatives to obtain customer information and discuss:
 - Project goals,
 - Products to be used,
 - Methodologies and record keeping,
 - Marketing and Scheduling process,
 - Program warranties are
 - Rebate processing by Valley Soil,
 - Customer Instructions:
 - Ease of installation, set up and training,
 - How to self-identify and correct future issues,
 - Controller management,
 - Program benefits,
 - Landscape quality is maintained,
 - Customers may save money,
 - Other RPU rebates available,
 - Customer satisfaction makes for a successful Program.
 - RPU full access to database.
 - Develop a waiver.
 - Obtain customer information and email addresses.
 - Verify customer eligibility.
 - Process for: invoicing and installation data.
 - A Safety Handbook has already been developed.
- Develop targeted marketing materials, if requested, and preliminary customer packages; section absent from RFP.
 - The RPU's / funding agents' logo and statement.
 - Projects reduction goals and methods of implementation.
 - The Projects costs to the customer.
 - Why the customer has been selected to participate and customer benefits.
 - Explain where the funding sources originate.
 - Describe any water restrictions.
 - Include the RPU's and Valley Soil's contact information.
 - Explain that the customer must be present during the evaluation and WBIC installation.
- Prioritize and contact selected customers by direct mail, direct calling and email blasts.
 - Meeting schedules shall transfer into the data base with RPU granted full access.
- Apply for any rebates inside or outside this Project.
- Supply all customer product installation data to the RPU.
- Submit invoices and deliverables in a timely manner.
- Keep Valley Soil's schedule flexible for RPU inquiries and meetings.

Data Base and Customer Portal:

- Orbit/ Hydro-Rain manufacturing shall be responsible for their controllers back end data portal.
- Hunter Hydrowise has no back end data portal, but we are able to collect some data.
- If a Rachio is used, the basic Insights Platform shall be used for no cost. Rachio data dissemination for the full Insights Platform data is fee based. THE RACHIO DATA SECTION HAS BEEN REMOVED AS "NOT A PART"

Data Entry:

- Enter collected customer contact data into the database.
- Aid in developing a liability waiver/ consent form and a re-installation option form.
- **Field Audit Forms** to collect:
 - Customer information, contacts and email address; Auditor name, date and time; account number; acreage; controller location; hardwired; PSI, Leaks, manufacturers brand, station count, programming, run times, run off times, sprinklers counts for HE Nozzles and Rebates; irrigation type, plant type, precipitation rates and distribution uniformity rates; valve issues, could a valve be converted to drip and what type; soil type; and, any notes.
 - Populates into:
 - An Install Form with specific installation notations.
 - A Repair form showing repair costs.
 - A Report form which includes repair issues, audit notes and conservation upgrades.
 - A Final Report which summarizes each recommendation from all forms.
 - Optional MWELO monthly water based scheduling report.
- Populate information into the Agency data base that includes water management services, repairs, upgrades and customer billings for all work and field data.
- Monthly invoicing and spreadsheet shall be in an RPU approved excel format.
- Valley Soil understands we are a point consultant for RPU Customers and act in the RPU's best interest.
- No items or RPU policies shall be discussed, other than what is necessary for this Project, at any time.
- Questions shall be politely directed to contact RPU Customer Service or the RPU Project Administrator.
- No information shall be shared outside the RPU.
- Reports: assist with grant fund management, submit and maintain customer reports and present reports or findings to the RPU as per Agreement. Irrigation inconsistencies, device savings potential and the site maintenance potential, may be a part.

Field Services: Valley Soil understands and shall conform to Sections 2.1 General, 2.2 Product Specifications, 2.3 Methods, 2.4 Document and Record Keeping, 2.5 Water Management, 2.6 Landscape Tune Up for all field service work and 2.7 Payment for invoice processing.

- Sites to be left free of any debris.
- Arrive in a professional manner and in professional attire with Company names on shirts and vehicles.
 - Present photo identification, business cards, credentials, call back numbers, toll free number, operating manuals and warranty information.
 - Present all required documentation, options and services provided by RPU and MWD before going onsite.
- If the Pre-Project package information was not deliverable via e-mail or fax: have the customer accept and sign at survey time and enter it into the data base.

- Present any RPU “goody bags” and other interior / exterior information, if supplied and the Valley Soil free Froggy soil moisture sensor.
- Audit sites to determine and document:
 - Area size, the general condition of the landscaping, static system pressure.
 - Valve conditions and general accepted or required landscape and irrigation conditions
 - Determine Program, eligibility issues or irrigation “holds” for correction or customer obtained rebates prior to Program inclusion and calculate repairs to include the RPU \$300.00 repair budget.
 - Discuss the reasons for practicing water conservation – note - any tiered rate or billing structure questions shall be courteously directed back to the RPU.
 - Discuss the RPU approved Wi-Fi based WBIC’s and high efficiency nozzles and additional water or energy conservation product upgrades.
 - Explain how the WiFi system works, how only certain numbers are given for the installer to log the new system in and that there is no “back door” that can be used to infiltrate / obtain a customer’s web or computer information.
 - Contact the RPU if a customer’s site conditions prevent an audit.
 - Valley Soil shall also not do any work outside of this program.
- Present their Water Use Score after the evaluation.
- If Program deal breakers are discovered contact the RPU and recontact the customers within 24 hours of RPU directions and decisions.
- **Installations:**
- Determine which controller and what installation protocol shall be used.
- Schedule an installation date; complete the product order and enter the information into the database.
- Valley Soil shall submit for WBIC and nozzle rebates as allowed.
- Deliver and install the Wi-Fi based WBIC’s per RPU, Irrigation Association, Industry and Manufacturer specifications.
- Leave product documentation, old controllers and nozzles for verification or opt out procedures.
- Program and connect the Wi-Fi signal per product manufacturer’s instructions, RPU restrictions and site specific audit data with no times exceeding run off potential.
- Connect controller to a local weather station and show the customer how to change locations.
- Enter the local GPS coordinates, zip code or group numbers into the WBIC to active the weather adjustment services.
- Determine if a Wi-Fi booster or controller relocation is needed and include in the repair form.
- Valley Soil shall have all products and items necessary for a complete job at installation time.
- System high head pressures: explain how the H.E.N. or pressure compensating risers could reduce this or recommend an inline regulator.
- Adjust the WBIC’s online or in the manufacturers mobile application for the new high efficiency nozzle precipitation rates and distribution uniformities, plant material microzones, etc;
- Set the controllers the RPU standards.
- Capture the controller serial number and Wi-Fi settings.
- Enter the appropriate controller data based on the evaluation of each valves specifics and run off times.
- Re-test all valves to verify the programming matches up with the evaluation data and operational status.
- Have the Customer operate every aspect of the new controller and have the customer login to the system with either the home computer or mobile phone.
- Explain the ramifications of over adjusting run times to cover irrigation deficiencies.
- Explain what could happen if the Wi-Fi or system went down: the system holds the last schedule

- Train the Customer in how to spot irrigation deficiencies and what the resolutions are.
- Obtain a digital signature receipt for the liability waiver, the customers ownership of the products, use agreement, failure to use terms, authority to post inspect, the 90 day opt out/ reinstall option at no cost to the customer, toll free numbers and contact information along with other Agency specifics.
- Remove or leave, as per final agreement, the replaced controller(s), written contact information, all manuals and warranty notifications, technical support information and assistance or malfunction directions; respond within 24 hours of every request and document all contacts.
- Re-visit as per the Contract. Let them contact us at any time for assistance and place the date/ time on the scheduler.
- Have the customer sign the completion / work acceptance form and enter the work sign off form and documentation into the database as above.
- Present the "Landscape Tune Up" list with corrections or items to be modified along with associated item costs.
- Photo document existing irrigation issues.
- Our toll free number shall remain active.
- Leave the site debris free.

Water Management:

- Provide as approved services for technical, system, programming or continuing high water use issues or landscape maintenance BMP's for water conservation and operational methods

Landscape Tune Up: RPU sponsored \$300.00 Budget:

- Valley Soil's Audit form notes and tracks the issues for each valve and transfers these issues to our repair form which has pre-determined values for each item. These items are also transferred and shown on our Report Summary page reducing administration costs and fast tracks the repairs.

EXHIBIT "B"
COMPENSATION

Exhibit B: Compensation

| Item Num | Description | Unit of Measure | Qty. | Valley Soil, Inc. |
|-------------|--|--------------------|------|-------------------------|
| 1 | Landscape evaluation of residential sites: 1,500-4,000 square feet | s. f | 1 | \$152.50 |
| 2 | Landscape evaluation of residential sites: +4,000 square feet | s. f | 1 | \$182.50 |
| 3 | Landscape evaluation of commercial sites: < 1 acre | acre | 1 | \$152.50 |
| 4 | Landscape evaluation of commercial sites: > 1 acre | acre | 1 | \$390.50 |
| 5 | High efficiency spray nozzle replacement (labor cost) | L.S. | 1 | \$2.50 |
| 6 | High efficiency spray nozzle replacement (equipment cost) - Option A | L.S. | 1 | \$1.45 |
| 7 | High efficiency spray nozzle replacement (equipment cost) - Option B | L.S. | 1 | \$0.39 |
| 8 | Rotary replacement (labor cost) | L.S. | 1 | \$2.50 |
| 9 | Rotary replacement (equipment cost) - Option A | L.S. | 1 | \$5.40 |
| 10 | Rotary replacement (equipment cost) - Option B | L.S. | 1 | \$7.40 |
| 11 | High efficiency rotor replacement (labor cost) | L.S. | 1 | \$9.25 |
| 12 | High efficiency rotor replacement (equipment cost) - Option A | L.S. | 1 | \$18.25 |
| 13 | High efficiency rotor replacement (equipment cost) - Option B | L.S. | 1 | \$14.50 |
| 14 | Install a wi-fi enabled WBIC (labor cost) | L.S. | 1 | \$147.50 |
| 15 | Wi-fi enabled WBIC (4-16) stations (equipment cost) - Option A: Hydro Rain mfg. | L.S. | 1 | \$205.00 |
| 16 | Wi-fi enabled WBIC (4-16) stations (equipment cost)- Option B: Rachio Gen 3 | L.S. | 1 | \$249.00 |
| 17 | Wi-fi enabled WBIC (4-16) stations (equipment cost)- Option C: Rachio Gen 2 | L.S. | 1 | \$232.50 |
| 18 | Wi-fi enabled WBIC (over 16) stations (equipment cost) - Option A: Hydro Rain Mfg. Combination | L.S. | 1 | \$365.00 |
| 19 | Wi-fi enabled WBIC (over 16) stations (equipment cost) - Option B: Hunter Hydrowise 24 | L.S. | 1 | \$558.00 |
| 20 | Fee for Water Management Services: 1,500-4,000 square feet | s. f | 1 | \$115.00 |
| 21 | Fee for Water Management Services: +4,000 square feet | s. f | 1 | \$155.00 |
| 22 | Fee for commercial Water Management Services: < 1 acre | acre | 1 | \$115.00 |
| 23 | Fee for commercial Water Management Services: > 1 acre | acre | 1 | \$185.00 |

EXHIBIT "C"
KEY PERSONNEL

Exhibit C: Key Personnel

Eric Anderson, President – Project Oversight and Field Services Quality Control

Terry Anderson, CFO – Project Manager, Financial Officer and Administrative Manager

Lesa Hall, Office Manager – Customer Contacts, Field Administration, Customer Service and Scheduling