

Las Virgenes Municipal Water District PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 16 day of July, 2024 by and between Las Virgenes Municipal Water District ("Agency"), and WaterWise Consulting, Inc. ("Consultant"). Agency and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

1. PURPOSE.

1.1 Project.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Agency on the terms and conditions set forth in this Agreement and Agency desires to engage Consultant to render such services for water use efficiency surveys and irrigation efficiency retrofits to be completed and installed at customer residences and select commercial properties ("Project") as set forth in this Agreement and its attached exhibits.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties do contract and agree as follows:

2. TERMS.

2.1 Scope of Services.

2.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in the attached **Exhibit "A"** ("Scope of Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

2.1.2 Term. The term of this Agreement shall be from **7/16/2024**, to **7/15/2025** as set forth in the attached Exhibit "B" ("Fee Schedule") unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2.2 Consideration.

2.2.1 Compensation. *Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth*

in the Fee Schedule. The total compensation shall not exceed Two-hundred and Fifty Thousand Dollars (\$250,000.00) without written approval by Agency. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.2.2 Payment. Consultant shall submit to Agency a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Agency shall pay all approved charges within thirty (30) days of receiving such statement.

2.2.3 Extra Work. At any time during the term of this Agreement, Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Agency to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by Agency.

2.3 Responsibilities of Consultant.

2.3.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Agency and shall at all times be under Consultant's exclusive direction and control.

2.3.2 Payment of Subordinates. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.3.3 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them.

2.3.4 Licensing. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Agency.

2.3.6 Substitution of Key Personnel. Consultant has represented to Agency that certain key personnel will perform and coordinate the Services under this Agreement. Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. The Agency shall have the right to approve or disapprove the reassignment or substitution of Consultant key personnel listed in Exhibit C for any reason at its sole discretion. In the event that Agency and Consultant cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause.

2.3.7 Unavailability of Key Personnel. In the event individual key personnel listed in Exhibit C are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Agency written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Agency review and approval.

2.3.8 Removal of Consultant Personnel. The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Agency within 24 hours or as soon thereafter as is practicable.

2.3.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom.

2.3.10 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall comply with all prevailing wage requirements under the California Labor Code and Consultant shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The Agency has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the Agency’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site.

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

2.3.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Agency 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 four (4) years from the date of final payment under this Agreement.

2.4 Representatives of the Parties.

2.4.1 Agency's Representative. The Agency hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Consultant shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.

2.4.2 Consultant's Representative. Consultant hereby designates Ajay Dhawan, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.5 Indemnification.

To the fullest extent permitted by law, Consultant shall immediately indemnify and hold the Agency, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant shall immediately defend, with Counsel of Agency's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions, or other proceedings of every kind that may be brought or instituted against Agency or its directors, officials, officers, employees, volunteers, and agents. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against Agency or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Consultant shall also reimburse Agency for the cost of any settlement paid by Agency or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Agency's attorneys' fees and costs, including expert witness fees. Consultant's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Agency, its directors, officials, officers, employees, agents, or volunteers.

2.6 Insurance.

2.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Agency that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Agency to terminate this Agreement for cause.

2.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the Agency, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The

retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officials, officers, employees, agents, and volunteers.

2.6.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the Agency, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Agency, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance

policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(iii) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(vi) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

2.6.4 Reporting of Claims. Consultant shall report to the Agency, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

2.7 Termination of Agreement.

2.7.1 Grounds for Termination. Agency may, by written notice to Consultant, terminate the whole or any part of this Agreement without liability to the Agency if Consultant fails to perform or commits a substantial breach of the terms hereof. Either Party may terminate this agreement on thirty (30) days' written notice for any reason. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Agency, and Consultant shall be entitled to no further compensation. If the Agreement is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

2.8 Ownership of Materials and Confidentiality.

2.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Agency to copy, use, modify, reuse, or

sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). The Consultant shall deliver to Agency on demand or upon completion of the Project, all such Documents & Data which shall be and remain the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit A, the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

2.8.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Agency, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause, or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Agency'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, or other similar medium without the prior written consent of Agency.

2.9 Subcontracting/Subconsulting.

2.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Agency. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3. General Provisions.

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Agency:

Las Virgenes Municipal Water District
Attn: Craig Jones
4232 Las Virgenes Road
Calabasas, CA 91302

Consultant:

WaterWise Consulting, Inc.
Attn: Ajay Dhawan
1751 South Grand Avenue
Glendora, CA 91740

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.1.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 Agency's Right to Employ Other Consultants. Agency reserves the right to employ other consultants in connection with this Project.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

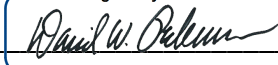
3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

Las Virgenes Municipal Water District

DocuSigned by:

12C6BE2E4EC44E2
David W. Pedersen
General Manager

APPROVED:

WaterWise Consulting, Inc.

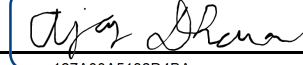
Signed by:

127A00A5132D4BA...
Ajay Dhawan
President

EXHIBIT A SCOPE OF WORK

TASK 1: PROGRAM DEVELOPMENT AND CUSTOMER PARTICIPATION

Las Virgenes Municipal Water District (District) and WaterWise Consulting, Inc. (WaterWise) will have a program kick-off meeting to discuss program design and logistics. District staff will organize monthly team “check ins” via Zoom.

The District will create and host a webpage that explains the Program. This webpage will include info about the required pre-installation survey, irrigation products that will be installed, repairs and Frequently Asked Questions (FAQs). WaterWise Consulting, Inc. may be asked to assist the District with content for the website if needed and be available to present at a District hosted workshop at least once per year to highlight program details for customers.

WaterWise will provide free Residential and Commercial Water Efficiency Evaluations (Evaluations) through WaterWise’s program with Metropolitan Water District of Southern California (MWD). Evaluations will be used to collect necessary information during an initial site visit. The Evaluation will act as a stand-alone program. This includes utilizing the digital application process that has been developed by WaterWise for MWD, which verifies applicants are customers of LVMWD. WaterWise will contact the customer to schedule the installation.

The Residential Evaluation will include a comprehensive indoor and outdoor water use evaluation that will act as a leave behind for the customer and a digital record for the District. The purpose of the survey is to identify inefficiencies in the home and in the irrigation system including the irrigation controller, provide water efficient recommendations, and determine if the customer qualifies for the IERP. Customers will be permitted to waive the indoor portion of the survey upon request.

The Commercial Evaluation will include a comprehensive review of the irrigation system. The purpose of the evaluation is to identify inefficiencies in the irrigation system, provide water efficient recommendations, and determine if the customer qualifies for the IERP which will include repair(s) to the irrigation system with limitations to repairs broken down by discrete tasks by the contractor.

Customers must have an evaluation performed to qualify for the IERP. If the customer does not qualify, the customer will be notified by WaterWise of the reasons why and it will be noted in the evaluation report.

WaterWise will develop and implement a weather-based irrigation controller program to be incorporated into the Irrigation Retrofit Program and can also act as a stand-alone program that provides the irrigation controller(s) to each customer that qualifies.

TASK 2: CUSTOMER SERVICE AND SCHEDULING

WaterWise will have a toll-free telephone number accessible to customers for scheduling and program assistance. A live Customer Services Representative (CSR) will be available to handle calls in both English and Spanish.

The call center will have minimum operating hours from 8 a.m. to 5 p.m., Monday through

Friday, and will facilitate an adequate number of incoming lines to support the flow of calls. After hour callers will have the opportunity to leave a voice message. WaterWise will follow up with voice messages within 24 hours on weekdays or by the close of the next business day. An alternate number will be provided for emergencies.

During normal business hours, WaterWise will utilize CSRs who are knowledgeable about the program. CSRs will be available to receive incoming calls, answer any customer questions, confirm appointments, and schedule customers for surveys and installations.

WaterWise's CSRs will address the following during customer phone calls:

- 1) Schedule an appointment for an evaluation and an installation that accommodates the customer or customer representative's schedule.
 - The customer will be contacted by WaterWise within two (2) business days of receiving the survey request. Surveys are typically scheduled within two (2) weeks and installations should be completed within thirty (30) days from the survey date.
- 2) Ask the customer to be present during the evaluation and installation and allow inspectors full access to the project site.
- 3) Inform the customer that they will need to sign a hold harmless agreement before an evaluation can be conducted and any work is initiated.
- 4) Answer any questions that may arise about any portions or expectations of the Program.

WaterWise's CSRs will ensure that all scheduled customers are tracked in an extensive call log (see TASK 7). The District will be able to access and view this call log at any time by utilizing Dropbox, Google Drive, or other approved file sharing method.

Throughout this process, WaterWise will make every reasonable effort to accommodate the customer's scheduling preference. All customers will receive no less than three follow-up calls/emails to get their appointment scheduled. All scheduling matters and work performance will be completed in a timely and professional manner. Customers will have the flexibility to schedule surveys/installations from 8 a.m. to 5 p.m. Monday through Friday, dependent on weather and season. Any customer cancellations will be noted in the call log and calendar. The Contractor will try to get cancelled customers re-scheduled as soon as feasibly possible.

TASK 3: RESIDENTIAL WATER EFFICIENCY EVALUATION

WaterWise will provide FREE residential and commercial water efficiency evaluations through WaterWise's program with Metropolitan Water District of Southern California (MWD). As a member agency of MWD, the District qualifies for FREE water evaluation under the Water Efficiency Survey program that has been managed by WaterWise for the last 6 years. This program includes a residential indoor and outdoor evaluation and an outdoor commercial (also known as large landscape) evaluation. To qualify for the commercial survey, the site must have at least 1 acre of irrigated landscape. The evaluation is necessary for the customer to see if they qualify for any retrofits.

Per this contract – In the event WaterWise Consulting, Inc, does not renew their contract with Metropolitan Water District to provide member agencies with free water evaluation surveys, WaterWise agrees to re-negotiate and amend the fee schedule of Exhibit B – Fee Schedule,

“cost of services” specific to the cost per survey for LVMWD service area. The “indoor evaluation” portion of the water use evaluation could be removed from the scope of work.

All WaterWise surveyors receive an extensive background check that meets the expectations of most public agencies. Prior to conducting the survey, the surveyor will obtain a signed Customer Participation Agreement Form/Hold Harmless Agreement from the customer. This Participation Agreement Form will be developed prior to the first survey and be approved by the District. All WaterWise surveyors are equipped with an iPad to record information in the field and generate reports. WaterWise will use the previously approved forms approved by MWD and the District for this Program. Bilingual evaluations will be available for Spanish-speaking customers upon request. The residential evaluation will consist of the following:

- 1) While at the water meter, the surveyor will record the current reading and instruct the customer how to read their water meter. The surveyor will also check for leaks using the flow indicator as well as instruct the customer how to do the same. If there is movement on the flow indicator the surveyor will perform a two-minute test to calculate the leak in gallons per day;
- 2) The evaluation will begin indoors and the surveyor will check all the fixtures for flow rates and leaks;
 - a. The fixtures include faucets, toilets, showerheads, dishwasher, clothes washer, reverse osmosis system, water heater, and water softeners;
- 3) The surveyor will provide an outdoor survey of irrigation system starting at the irrigation controller. All scheduling will be recorded including start times, station run times, and days on per week. The surveyor will also record make and model, number of wired stations, sensor information and number of active programs for all controllers;
 - a. All active irrigation will be energized to record vegetation type, soil type, sun exposure, degree of slope, irrigation device type and flow rates per station;
 - b. Any inefficiencies such as broken heads/lines, irregular pressure, overspray, missing emitters, clogged nozzles, low heads, interference and non-rotating sprinklers will be recorded. Any landscape problems caused by these inefficiencies such as property damage will also be recorded along with a picture to include in the report;
 - c. The surveyor will measure and record all irrigated landscape. The measurement will be taken either on site or an aerial view;
 - d. The surveyor will also provide an accurate monthly irrigation schedule based on local evapotranspiration (ET), distribution uniformity, plant type, nozzle type, slope, and soil type. Once the irrigation schedule is determined, the surveyor will provide this schedule to the owner and/or landscaper and teach them how to program the irrigation controller. If needed the surveyor can reprogram the controller for the customer;
- 4) At the end of the evaluation the surveyor will provide the customer of a complete walkthrough of recommendations that include water-use efficiency upgrades and rebates available such as low precipitation irrigation, rebates for plumbing fixtures, water-wise or native plants, turf removal and mulch in areas the surveyor feels the site will most benefit. The surveyor will also review other outdoor water-use including pools, fountains, ponds, etc. and provide program materials provided by the District;
- 5) At this point, the surveyor will let the customer know which irrigation retrofits they may qualify for and what to expect moving forward. Installations should be completed within thirty (30) days from the survey date;
- 6) In the event WaterWise finds an issue in the landscape such as a broken line, a broken sprinkler, leaking or malfunctioning valves, or electrical issues at the controller,

WaterWise will ask the customer to make the necessary repairs prior to receiving the retrofits;

- a. Customers will have thirty (30) days to make the necessary repairs and contact WaterWise to schedule verification and the irrigation retrofit installations;
 - b. In special circumstances, to be determined on a case-by-case basis, the District may approve WaterWise to make irrigation repairs for residential account(s) to be efficient and expedite overall installation(s);
- 7) WaterWise will submit the survey report electronically to the District and the customer within twenty (20) days or earlier. WaterWise will mail a physical copy of the report to the customer upon request.

TASK 4: RESIDENTIAL IRRIGATION RETROFIT INSTALLATION

After the Water Efficiency Evaluation has been performed and the customer meets all necessary program requirements, WaterWise will work with the customer to schedule an installation date. These installations may include high-efficiency sprinkler nozzles, drip irrigation, pressure regulating shrub head adapters, capping of unnecessary sprinkler heads, the installation of weather-based irrigation controllers, outdoor enclosures, and Wi-Fi extenders.

Residential customers will receive a maximum of \$1,500.00 towards irrigation retrofits. Exceptions will be approved by the District on a case-by-case basis before retrofits are installed.

On the day of install, WaterWise Consulting, Inc. will walk the site and obtain formal consent to begin work. Once the installation is complete, WaterWise Consulting, Inc. will program an irrigation schedule on the controller. The installation may include replacement of an existing controller(s) to an approved weather-based irrigation controller(s) and hydrozone programming set up to ensure proper functionality and watering efficiency. Below are the criteria for each retrofit:

- 1) WaterWise will only replace a conventional controller(s) for a WBIC. Customers must have Wi-Fi and a smart device such as a phone or tablet, which is required to setup the new WBIC. The controller must be accessible to be plugged in to an outlet for power. If the customer does not have an outlet and the controller is hard-wired, WaterWise may ask the customer to setup an electrical outlet prior to receiving the new controller. WaterWise can provide and install one Wi-Fi extender for customers that have Wi-Fi coverage related issues;
- 2) WaterWise will retrofit Hunter, RainBird, and Toro pop-up spray nozzles to Hunter MP Rotators. Customers with brass heads, Champion and Orbit bodies will not qualify for the new nozzles. Customers must not have other irrigation type watering the same zone such as rotors, drib, bubblers, etc.;
- 3) WaterWise may retrofit planter areas to a perforated drip irrigation system as long as the zones are not mixed with other irrigation type of equipment and not mixed with different landscape material such as turf. Customers with shrubs must provide access to the bottom of the shrubs in order for the drip line to fit. Customers with groundcovers will not be approved. If a customer's planter area cannot be retrofitted, WaterWise can offer for the nozzles to be replaced with Hunter MP Rotators if the zone meets the criteria listed in item #2 above;
- 4) WaterWise will also cap off unnecessary heads for spray and rotor areas. This will also be necessary for planter zones that will be converted to drip irrigation.

In the event the customer qualifies and/or consents to only installation of high efficiency nozzles and overall cost to perform work is less than \$300, WaterWise may install nozzles after evaluation completion to eliminate the need for a second appointment.

If there is a problem(s) identified (i.e., breakages that require fixing before installation) on the installation date, the customer will be given thirty (30) days to make repairs or amend the problem.

All evaluations and installations will be performed by qualified and trained employees. All work will be performed to manufactures' specifications and no trash will be left on site. The customer will be given any devices (e.g., sprinklers/nozzles/controllers) that are removed during the installation. All warranty documentation and user manuals will be left with the customer for every controller installed. The installer will also leave the participant with a toll-free number for technical assistance or any questions. All calls will be documented on the call log and responded to within two (2) business days. The installer will perform a re-visit if the customer complaint is determined to be caused by installer error.

Once the retrofits have been completed, WaterWise will provide education on how the products work and have the customer sign the installation form that shows what was installed, the quantity of devices, and any notes pertaining to the installation. The form also states that everything is in good working condition and that WaterWise will provide a 30 day return on labor related issues. If a customer has issues or questions about the controller after 30 days, WaterWise recommends that customers speaks with the manufacturer for support. In the event a participating customer calls due to inefficient watering due to irrigation retrofit installations, or concerns regarding the programming of the installed irrigation controller, WaterWise may provide each customer with one "warranty return visit" after the thirty-day period per District approval.

TASK 5. COMMERCIAL WATER EFFICIENCY EVALUATION

WaterWise will provide a comprehensive evaluation for commercial landscapes (exterior only). WaterWise will request each site's historical water-use record from the District prior to the survey. The process itself should be used as an educational tool. WaterWise, along with the participating customer, will review all components related to landscape water-use. The commercial evaluation will consist of the following:

- 1) Prior to starting the evaluation, the customer will need to sign a Customer Participation Form/Hold Harmless Agreement that will be developed by WaterWise and approved by the District.
- 2) The surveyor will activate irrigation stations to determine water efficiency of the system (proper sprinkler heads, working condition, uniform distribution, flow and soil meters);
- 3) Static water pressure will be measured, and if this pressure is found to be above 60 pounds per square inch (psi) the customer will be advised to reduce the water pressure;
- 4) The water meter will be used to collect a sampling of flow rates from various stations to determine appropriate output range or identify leaks;
- 5) Information on irrigation timers, sensors, smart controller functions (if applicable) and current irrigation schedule;

- 6) A soil sample will be taken to determine soil type, water infiltration rate and retention capacity, root zone depth, and thatch build up;
- 7) Grass/ Plant type will also be identified allowing for an accurate watering schedule to be developed. The surveyor will also recommend aeration if the soil is deemed to be compacted, dethatching if the grass has excessive thatch, and the removal of turf if unused or unwanted;
- 8) Information will also be provided to the customer regarding the District's programs, rebates, or other programs that may be available;
- 9) The surveyor will also check the irrigation system for head-to-head coverage, leaks, low head drainage, high pressure, mismatched, misdirected, or broken heads, and other typical irrigation problems such as missing filters, and pressure reducing valves for drip irrigation and micro-spray systems;
- 10) For instances of non-uniform precipitation from irrigation system distribution, the surveyor will note them on the survey form and suggest the most appropriate remedy;
- 11) The surveyor will also provide an accurate monthly irrigation schedule based on local evapotranspiration (ET) data, distribution uniformity, plant type, nozzle type, slope, and soil type;
- 12) The surveyor will recommend to the customer water-use efficiency upgrades such as low precipitation irrigation, water-wise or native plants, and mulch in areas the surveyor feels the site will most benefit;
- 13) The surveyor will also review other outdoor water-use including pools, fountains, ponds, etc.;
- 14) A list of repairs needed to fix the current irrigation system along with a schedule for checking/monitoring the system to ensure proper functionality;
- 15) WaterWise will submit the report electronically to the District and the customer within twenty (20) days. WaterWise will mail a physical copy of the report to the customer upon request.

TASK 6. COMMERCIAL IRRIGATION EFFICIENCY INSTALLATION AND REPAIRS

After the Commercial Water Efficiency Evaluation has been performed and the customer meets all necessary program requirements, WaterWise will work with the customer to schedule a repair and/or installation date. This portion of the program will be implemented on a discretionary basis by the District, (case-by-case) for large commercial accounts that have continuous consumption alerts and/or perpetually fail to achieve water budgets. WaterWise will develop and implement a Customer Participation Form/ Hold Harmless Agreement that lists content of what will and will not be eligible for repair.

Commercial customers will receive a maximum budget of \$3,000.00 for retrofits and repairs. The retrofits may include a weather-based irrigation controller (WBIC), high-efficient spray nozzles, and drip irrigation for qualified planter areas. Below are the criteria for each retrofit:

- 1) WaterWise will only replace a conventional controller for a WBIC. Customers must have Wi-Fi and a smart device such as a phone or tablet which is needed to setup the new WBIC. The controller must be accessible to be plugged in to an outlet for power. If the customer does not have an outlet and the controller is hard-wired, WaterWise may ask the customer to setup an electrical outlet prior to receiving the new controller. WaterWise can provide and install one Wi-Fi extender for customers that have Wi-Fi coverage related issues;
- 2) WaterWise will retrofit Hunter, RainBird, and Toro pop-up spray nozzles to Hunter

MP Rotators, Customers with brass heads, Champion and Orbit bodies will not qualify for the new nozzles. Customers must not have other irrigation type watering the same zone such as rotors, drib, bubblers, etc.;

- 3) WaterWise may retrofit planter areas to a perforated drip irrigation as long as the zones are not mixed with other irrigation type of equipment and not mixed with different landscape material such as turf. Customers with shrubs must provide access to the bottom of the shrubs in order for the drip line to fit. Customers with groundcovers will not be approved. If a customer's planter area cannot be retrofitted, WaterWise can offer for the nozzles to be replaced with Hunter MP Rotators if the zone meets the criteria listed in item #2 above;
- 4) WaterWise will also cap off unnecessary heads for spray and rotor areas. This will also be necessary for planter zones that will be converted to drip irrigation.

If there is a problem(s) identified (i.e., breakages that require fixing before installation) on the installation date the customer will be given thirty (30) days to make repairs or amend the problem.

Commercial customers may also be approved for minor irrigation repair work. These repairs may include missing, broken, or clogged emitters, irrigation pipe repair, sprinkler repair, troubleshooting water pressure issues, overspray, and leaks. WaterWise will not make the following repairs:

- 1) Main line break issues;
- 2) Backflow related issues;
- 3) Irrigation line replacement (Only repairs);
- 4) Issues under hardscape;
- 5) Electrical issues at the controller or valve wire issues/replacement.

All evaluations and installations will be performed by qualified and trained employees. All work will be performed to manufactures' specifications and no trash will be left on site. The customer will be given any devices (e.g., sprinklers/nozzles/controllers) that are removed during the installation. All warranty documentation and user manuals will be left with the customer for every controller installed. The installer will also leave the participant with a toll-free number for technical assistance or any questions. All calls will be documented on the call log and responded to within two (2) business days. The installer will perform a re-visit if the customer complaint is determined to be caused by installer error.

All commercial properties will be educated on Non-Functional Turf ban, AB 1572 (turf defined as mowed grass) at commercial, industrial and institutional properties including areas like the grass in front of or next to large commercial buildings and common areas managed by homeowners' associations specifically for areas watered with potable water. Although recycled watered areas are permitted by law, District messaging will continue to focus on landscape transformation in a way that protects existing trees.

TASK 7: PROGRAM TRACKING

All installations shall be tracked at a minimum via an Excel or Google documents file(s) or equivalent database to include pictures of site installations. This database will include the following customer information;

- 1) Customer account number;
- 2) Customer name;
- 3) Customer address;
- 4) Customer phone number;
- 5) Customer email address;
- 6) Date of application received;
- 7) Date and time of evaluation;
- 8) Date and time of installation (if applicable);
- 9) Number and type of devices approved for retrofits;
- 10) Estimated job cost based on evaluation;
- 11) Number and type of devices installed during retrofit;
- 12) Actual job cost based on installation;
- 13) Budget per customer (residential \$1,500.00 and \$3,000.00);
- 14) Any repairs made;
- 15) Landscape square footage;
- 16) Scheduling notes.

Additionally, WaterWise Consulting, Inc. will be responsible for producing separate monthly reports (on or before the 15th day of the following month) and annual reports that summarize total projects scheduled, completed, total square footage of landscape areas retrofitted, number of items (nozzles, regulators, capped, drip line, controllers, Wi-Fi extenders, etc.) approved and installed, and accompanying estimated water savings and total program costs in table and graph format using the following estimated assumptions:

- High efficiency nozzles save 924 gallons per 100 square-feet per year.
- Drip irrigation saves 1,433 gallons per 100 square-feet per year.
- Smart controllers using an average savings of 9,000 gallons per household per year, the Smart controllers installed to date produce an annual water savings of xx AFY (based on annual controller installation goals).
- Based on the retrofits performed to date, annual water savings equates to an estimated xx AFY in chart and graph form.

Savings calculations and formulas deployed are subject to change and will be driven by best available technology and data.

TASK 8: PROCUREMENT AND DISTRIBUTION

WaterWise will be responsible for delivering, storing, and distributing all program equipment and control of inventory. WaterWise will invoice the District for devices installed and repairs made at the end of each month.

TASK 9: COMPOST

WaterWise will deliver compost from LVMWD's Rancho Las Virgenes Community Compost Facility (3700 Las Virgenes Rd., Calabasas, CA) to customers participating in the IERP, as requested, and approved by the District. WaterWise will drop off the material on the customer's street in front of their property. WaterWise will not drop it off on the driveway or anywhere else on property. WaterWise is not responsible for the compost and it is up to the customer to spread the compost on their property. If multiple homes are

in need of compost, WaterWise will plan a day or two for just deliveries for the month to maximize the amount of deliveries that can be completed.

WaterWise will rent a flatbed truck with a lift gate. WaterWise will use the hourly field technician rate for this task listed in the fee schedule. WaterWise will also submit for reimbursement for the rental of the flatbed truck with a lift gate, pallet jack rental, pallet, and supersack or bagster bag. The reimbursement will include the rates + 10% procurement fee.

TASK 10: BILLING

WaterWise Consulting, Inc. will submit an invoice for all work performed on a monthly basis. The invoice will include the amount of product that was installed and how long it took to provide the installation, additional outreach and/or any training that may be necessary to facilitate and support the Program. Along with invoices submitted a monthly inventory of surveys, work performed, devices installed, return visits, etc. will be documented and included to verify monthly invoice activities.

**EXHIBIT B
FEE SCHEDULE**

Service	Cost
Residential Survey (Under 1 Acre) ¹	\$225.00 Per Survey ¹
Residential Survey (Over 1 Acre) ¹	\$525.00 Per Survey ¹
Commercial Survey ¹	\$2,500.00 Per Survey ¹
Program Manager Rate	\$150.00 Per Hour
Field Technician Rate ²	\$115.00 Per Hour ²
Customer Service Rate	\$60.00 Per Hour
Same Day Customer Cancellation ¹	\$225.00 Per Cancellation

Device³	Manufacturer	Model	Cost
Drip Irrigation (Per Linear Foot)	Pro-Trade Irrigation with Rain Bird Conversion Kit	PT-DL17-0912CV + 1800Retro	\$1.21 Per Linear Foot
Drip Irrigation Fittings	Rain Bird	XFFCOUP-PR and others	Starting at \$0.55 Per Fitting
Drip Line Stakes	Rain Bird	TDS6050	\$0.66 Each
High Efficiency Sprinkler Nozzle	Hunter	MP Rotator	\$8.00 Each
Sprinkler Cap	Hunter	213600-SP	\$2.35 Each
Pressure Regulating Shrub Head Adapter	Hunter	PROS00PRS40	\$6.82
Weather-Based Irrigation Controller	Hydro-Rain	HRC400 8-Station HRC400 16-Station	\$225.00 Each 8-Station \$285.00 Each 16-Station
Weather-Based Irrigation Controller	Rachio	8ZULWC-PRO-BLI 8ZULWC-PRO-BLI	\$255.00 Each 8-Station \$307.50 Each 16-Station
Wi-Fi Extender	Netgear	EX6120	\$50.00 Each
Outdoor Enclosure	Rachio	RACHBX	\$45.00 Each
PVC Fitting (Couplers, Swing Joints, Etc.)	Spears	429-007N	Starting at \$0.77 Each
PVC Slip Fix	NDS	NDS118-07	Starting at \$7.35
Valves	Rain Bird	075ASVF	Starting at \$35.00
Spray Bodies and Rotors	Rain Bird	SAM PRS 1800	Starting at \$11.30

¹ WaterWise will provide FREE residential and commercial water efficiency evaluations through WaterWise's program with Metropolitan Water District of Southern California (MWD). As a member agency of MWD, the District qualifies for FREE water evaluation under the Water Efficiency Survey program that has been managed by WaterWise for the last 6 years. This program includes a residential indoor and outdoor evaluation and an outdoor commercial (also known as large landscape) evaluation. To qualify for the commercial survey, the site must have at least 1 acre of irrigated landscape. The evaluation is necessary for the customer to see if they qualify for any retrofits. Per this contract – WaterWise agrees to re-negotiate the fee schedule of Exhibit B – Fee Schedule, "cost of services" specific to the cost per survey and cancellation with LVMWD to adjust for survey costs in the event WaterWise does not renew its contract with MWD to provide free water evaluation surveys to LVMWD as a MWD member agency.

²Field Technician Rate will be used for the installation and repairs for residential and commercial sites.

³Minor irrigation repairs include PVC repairs such as leaking pipes, broken or leaking spray heads, broken or leaning valve rotors, and broken or leaking valves. WaterWise will not repair or replace electrical wire issues or valve wire issues. WaterWise will not repair items under hardscape or in severe tree roots. Last, WaterWise will not trench to replace and irrigation line. Irrigation lines will be repaired with a PVC slip fix.

EXHIBIT C
KEY PERSONNEL

Ajay Dhawan, President

Drew Smith, Program Manager

Angel Juarez, Director of Operations

Brian Duvardo, Technical Advisor

Marco Guido, Surveyor/Installer

Enrique Vazquez, Surveyor/Installer

Jorge Zaragoza, Surveyor/Installer

Juan Garcia, Surveyor/Installer