

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GLENDORA

and

WATERWISE CONSULTING

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GLENDORA AND
WATERWISE CONSULTING**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this _____ day of _____ by and between the City of Glendora, a California municipal corporation (“City”) and WaterWise Consulting, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought pursuant to Glendora Municipal Code Section 2.40.050, the services of a consultant to implement a water conservation program to meet State mandated water conservation goals outlined in relevant State law and regulations promulgated thereunder, which includes the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, was selected based on the comparable services and prices provided to a similar sized district, such district having conducted a bidding process, for the performance of the services defined and described particularly in Article 1 of this Agreement.

C. Pursuant to the City of Glendora’s Municipal Code, City has authority to enter in to and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep themselves informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant

Agreement – WaterWise Consulting (01.14.2025)

and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Workday. Consultant acknowledges that eight (8) hours of labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials AD
Ajay Dhawan, President

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time-consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$275,000.00 (Two hundred seventy-five thousand and zero cents)** per fiscal year (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C” and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person. Consultant shall not invoice City for any work performed that is eligible for WaterWise’s program with the Metropolitan Water District of Southern California (MWD).

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through June 30, 2025, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Term for up to a maximum of five (5) additional one (1) year periods by giving written notice of the same not later than sixty (60) calendar days prior to the expiration of the Term or any Extended Term(s).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ajay Dhawan, President

Jeremy Johnson, Chief Financial Officer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced, nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Assistant Director of Public Work, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful

misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate

Agreement – WaterWise Consulting (01.14.2025)

fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver.

Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall

be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.


9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not

engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 
Ajay Dhawan, President

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

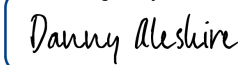
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Glendora, a municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:

0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:


CACE701662584A4...
Kyle Johnson
Finance Director

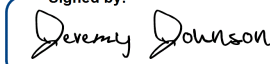
ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:

WaterWise Consulting, a California corporation

Signed by:

127A00A5132D4BA...
Name: Ajay Dhawan
Title: President
Email Address: ADhawan@waterwise-consulting.com
Dec 11, 2024 | 9:55 AM PST

Signed by:

BE821D2E795B4C7...
Name: Jeremy Johnson
Title: Chief Financial Officer
Email Address: JJohnson@waterwise-consulting.com
Dec 11, 2024 | 10:01 AM PST

Address: 1751 S Grand Ave, Glendora, CA 91741

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant shall perform the following professional services related to the Water Use Efficiency (WUE) Survey Program (“Program” or “WUE Survey Program”):

TASK 1: PROGRAM MANAGEMENT, CUSTOMER SERVICE, AND SCHEDULING

- A. Consultant will purchase, store and track inventory of all equipment.
- B. Customer Site Surveys:
1. Consultant will conduct residential and commercial surveys at the request of City of Glendora water customers. Surveys that are eligible for WaterWise’s program with Metropolitan Water District of Southern California (MWD) will be provided free to the City. This program currently includes a residential indoor and outdoor evaluation as well as large landscape surveys for commercial properties over 1 acre. The survey is necessary for the customer to see if they qualify for any retrofits.
 2. Per this contract, in the event WaterWise Consulting 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 C – Schedule of Compensation specific to the cost per survey for City service area.
 3. Consultant surveyors will show up at the scheduled time in an easily identifiable company uniform that includes a company identification badge with the surveyor’s photo.
 4. Prior to starting the survey, the surveyor will obtain from the customer signed participation and hold harmless agreement. This participation agreement will be drafted by Consultant and be approved by City before use.
 5. Consultant will also request each site’s historical water-use record from City before use. In case Consultant staff are unable to acquire the water history from City’s Contract Officer, Consultant will request that the customer provide a copy of the most recent water bill at the survey scheduled. Consultant shall request this information during the City of Glendora water customer enrollment call.
 6. Consultant will submit the survey report electronically to the City and the customer within twenty (20) days or earlier. Consultant will mail a physical copy of the report to the customer upon request.
- C. On-Call Customer Service:
1. A live Customer Service Representative (CSR) will be available to handle calls in both English and Spanish.
 2. Customers can request to have their survey conducted in Spanish.

3. CSRs will be available to receive incoming calls, answer any customer questions, confirm appointments, and schedule customers for site surveys, inspections and installations.
4. The call-center will operate from 8:00 AM to 5:00 PM, Monday through Friday, and will facilitate and operate an adequate number of incoming lines to support the flow of calls. After hours callers will have the ability to leave a voice message. Consultant will follow up with voice messages within 24 hours or by the close of the next business day, whichever is sooner.
5. At all times, Consultant will utilize CSRs who are knowledgeable about the program.
6. Consultant's CSRs will address the following during customer phone calls:
 - i. Schedule an appointment for a site survey that accommodates the customer or customer representative's schedule.
 - ii. Ask the City of Glendora water customer to be present during the survey and allow surveyors full access to the project site as further detailed below in this Exhibit "A."
 - iii. Answer any questions that may arise about any portions or expectations of the Program.

D. Consultant Scheduling:

1. All City of Glendora water customers will be scheduled within 10 business days from initial request date, unless the customer requests an appointment scheduled for a later date.
2. All City of Glendora water customers will receive no less than three (3) follow up calls to get their appointment scheduled.
3. All scheduling matters and work performance will be completed in a timely and professional manner.
4. City of Glendora water customers will have the flexibility to schedule surveys from 8:00 AM to 5:00 PM Monday through Friday, dependent on weather and season.

E. Program Management:

1. Brian Duvarado will serve as the Program Manager for all tasks listed in this Agreement. Any changes to the Program Manager shall be immediately reported to the City and shall be subject to the City's reasonable approval.
2. The Program Manager will work with the City's Contract Officer on the initial set up of the various services and be the liaison between the City and Consultant.
3. The Project Manager will also be available on a day-to-day basis to answer any questions or provide clarifications the City's Contract Officer may need.
4. The Project Manager will also be responsible for addressing any customer complaints, which will be reported to the City along with a proposed solution to ensure the complaint is resolved in a manner that satisfies both the customer and City.

TASK 2: DATA COLLECTION FORMAT AND FORMS

Consultant will collect all data electronically in the field with the use of handheld tablets. All data will be entered into a report template approved by City. Consultant will develop the following forms for the various services:

- A. Check-Up data collection
- B. Customer recommendation lists
- C. Irrigation system review and landscape area measurements
- D. Customer satisfaction surveys
- E. Photos/ photo description form

TASK 3: STAFF TRAINING

1. Consultant provides the highest level of training to all of its employees and will ensure that all services will be provided by a surveyor who is trained and supervised by an active Certified Landscape Irrigation Auditor (CLIA) or be a CLIA certified employee or a Certified Qualified Water Efficient Landscaper (QWEL).
2. All surveyors are required to attend mandatory professional development trainings several times per year to keep them up to date with best management practices and company procedure.
3. If at any time City deems any work performed by a Consultant employee unsatisfactory, Consultant will take immediate corrective action including re-training, shadowing of employee by manager, and even removal of staff from the program if necessary.

TASK 4: MONTHLY INVOICING

At the end of each month, Consultant will submit an electronic invoice for all services rendered in the previous month. 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. This invoice will be itemized to include all the following services:

- A. Single Family Residential irrigation retrofits

- B. Single Family Residential rebate inspections
- C. Multi-Family (4 units or less) Residential irrigation retrofits
- D. Multi-Family (5 or more units) Residential surveys
- E. Multi-Family Residential rebate inspections
- F. Commercial, industrial and institutional water user (“CII”) surveys (Indoor and Outdoor, Irrigation only, Leak only)
- G. CII rebate inspections
- H. Large landscape surveys (Residential or Commercial)
- I. Other applicable surveys (Golf, Mobile Home, non-functional turf (NFT), etc.)

TASK 5: SINGLE FAMILY RESIDENTIAL HOME SURVEYS

1. Consultant will provide residential water efficiency surveys to City of Glendora water customers. This survey includes a residential indoor and outdoor evaluation. The evaluation is necessary for the customer to see if they qualify for any retrofits.
2. Consultant surveyors will show up at the scheduled time in an easily identifiable company uniform that includes a company identification badge with the surveyor’s photo. Prior to starting the survey, the surveyor will obtain a signed participation agreement form (hold harmless) from the City of Glendora water customer. This participation agreement will be drafted by Consultant and be approved by City before use. Consultant will also request each site’s historical water-use record from City staff to present and review with the customer. In case Consultant staff is unable to acquire the water history from City, we will request during the City of Glendora water customer enrollment call that the customer have a copy of the most recent water bill during the survey. The surveyor will ask the site contact to be present during the survey to provide education on all the components of the survey. The following will be provided and electronically collected in the field on a handheld device during the survey:
 - A. Explanation of survey service. All participants shall be encouraged to take advantage of the Program’s full check-up option to ensure that they receive the most out of the survey.
 - B. Signed participation and hold harmless agreement.

- C. Education on current water issues.
- D. Information on City's current program offerings.
- E. Measurement and pictures of landscaped areas.
- F. Current meter reading with two-minute leak check, average daily usage, previous meter read and leak rate in gallons per hour if detected.
- G. A report of findings in digital or hard copy at the request of the water customer.
- H. Number of persons in the home.
- I. Dwelling type.
- J. Year dwelling was constructed.
- K. Tenant and/or Owner name.
- L. Average loads of laundry and dishes per week.
- M. Feedback on the Program
- N. Comments, questions, or concerns.

Indoor

During the indoor portion of the survey, Consultant will check all water using devices for consumption and leaks. Indoor portions of the survey will include the following:

- A. Complete inspection and identification of all toilets, sinks, showerheads, diverter valves, tubs, dishwashers, washing machines, water heaters and any other water using devices including consumption and leak information.
- B. Visual confirmation that devices such as sink, and toilet shut off valves have no visible leaks.
- C. All toilets will be tested with the use of dye tablets to determine any leaking components.
- D. Perform flow-rate measurements on kitchen, bathroom, bar faucets and showerheads.
- E. Offer home water use efficiency kits with installation of efficient devices at the request of the customer.

F. Note any leaking devices and instruct customer how to measure the leak using a drip cup.

G. Recommend automatic shut-off devices for reverse osmosis systems and water softeners.

H. Consultant may issue a recirculating hot water pump.

Outdoor

During the outdoor portion of the survey Consultant will activate irrigation stations at the controller and record information about the current working condition of the irrigation system. Outdoor portions of the survey will include the following:

A. Take a soil sample to determine soil type, water infiltration rate, retention capacity, root zone depth, and thatch build up.

B. Plant and grass 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 un-used or unwanted turf exists on site.

C. Record information on the current irrigation controller including make, model, sensors, and current irrigation schedule. The surveyor will also note if the controller is a smart controller and if smart programming is being utilized.

D. Inspect and record information on current irrigation type (spray, rotor, HE nozzles, drip, other).

E. Pressure reading of static and dynamic pressure to ensure irrigation is operating at the correct PSI.

F. The surveyor will also check the irrigation system for head-to-head coverage (distribution uniformity), 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. Any problems will be shown to the site representative to ensure proper action is taken.

G. At the surveyor's discretion, pictures will be taken of irrigation problems that include, but are not limited to excessive run off, leaks, broken lines and other severe issues that contribute to the customer's excessive water use.

H. Provide recommendations on watering schedule based on all the irrigation information and provide the water customer or their site representative with training on how to program irrigation controller. If a smart controller is already installed the surveyor will instruct the water customer or their site representative how to correctly program and modify smart settings.

I. Measurement of the entire landscaped area via a measuring wheel or via Google Earth.

J. Collect information on pools, spas, ponds, wells, and fountains as well as provide recommendations for water conservation such as pool/spa covers.

K. Provide information pertinent to City's Programs

L. At the end of the survey, all customers will receive a report that details the findings of the survey. This report can be sent to City for initial review before it is sent to the customer if that is preferred by City.

M. Consultant may perform minor irrigation leak repair services, overhead spray conversion to drip or rotating nozzle installations, and the installation of a new weather-based irrigation controller.

TASK 6: MULTI-FAMILY RESIDENTIAL SURVEYS

1. Consultant will provide multi-family residential water efficiency surveys to City of Glendora water customers for multi-family dwellings. This survey includes an indoor and outdoor evaluation. The evaluation is necessary for the customer to see if they qualify for any retrofits.
2. Consultant will work with City and the property manager, or water customer's site representative, to set up an initial kick off meeting to discuss all the elements of the survey. Surveys of multi-family residences will include the following:

A. Complete inspection and identification of all toilets, sinks, showerheads, diverter valves, tubs, dishwashers, washing machines, water heaters and any other water-using devices, to ascertain the device consumption and leak information.

B. Visual confirmation of devices such as sink, and toilet shut off valves have no visible leaks.

C. All toilets will be tested with the use of dye tablets to determine any leaking components.

D. Perform flow-rate measurements on kitchen, bathroom, faucets and showerheads.

E. Suggestions on how to develop a comprehensive water conservation plan, including scheduling of services, rebate inspections, installation/ conversion schedule. Consultant may also install water-saving aerators, showerheads and toilet flappers (if needed) during the check-up.

F. Recommendations for developing a regular schedule for inspecting water devices for leaks and performing preventative maintenance.

G. If approved by City, perform a complete outdoor irrigation inspection and report.

H. Consultant will work with the property manager or water customer's site representative to place survey notifications on all tenant doors, at least seventy-two (72) hours before the survey, to ensure tenant participation and comply with California law.

I. After the site has been surveyed, City and the water customer will be provided with a comprehensive report detailing all the site findings, inventory of devices and water saving recommendations.

TASK 7: COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL (CII) SURVEYS

In addition to recording the information identified below, the Consultant shall also do the following in preparation for the CII surveys:

A. Consultant shall employ a multi-pronged strategy to get CII sites to participate in CII programs including canvassing, presenting at City meetings, and directly talking with water customers or their representatives.

Consultant will survey both indoor and outdoor areas of water usage at all City of Glendora water customer CII sites as classification or designated as a CII site by the State of California. For each water using fixture, Consultant will record information related to the following:

A. The make, model and frequency of use.

B. The number of toilets/urinals in the facility and type of toilet, i.e., flush valve, standard urinal, ULFTs, waterless urinals or dual flush.

C. The number of clothes washing machines in the facility and type of machine, i.e., top load, front load, and high efficiency.

D. The number of dishwashing stations in the facility and the number of pre-rinse spray valves installed, if any.

E. The number of sinks in the facility and whether they have low flow aerators.

F. Water using cooking devices such as works and continuously running sinks.

G. Inventory of any water using medical equipment.

H. Observing and recording other water demanding processes undertaken by the customer, i.e., cooling tower conductivity, onsite water treatment and X-ray machines.

I. Review irrigation on-site including controllers, irrigation system types, landscaped area, operating pressure, observed problems/leaks and current irrigation schedule.

J. After the site has been surveyed, City and the site will be provided with a comprehensive report detailing all site findings, inventory of devices, water efficiency improvement opportunities and cost effectiveness of implementation of recommendations.

K. Consultant will provide surveys for CII sites that include classification of the sites and water meter servicing the site as designated by the EPA Energy Star Portfolio Manager and State of California Water Resources Control Board.

L. Consultant can employ a multi-pronged strategy to get sites to participate in CII programs including canvassing, presenting at City meetings, and talking with sites directly.

M. Sites will also be checked for indoor water usage by checking all water using fixtures. Consultant will also install water saving aerators, showerheads and toilet flappers (if needed) during the survey.

N. Consultant will also work with these sites to determine any areas that would be classified as non-functional turf and provide measurements, as well as recommendations, on how to best proceed with turf removal. The measurements taken will be broken down into special landscape area (SLA), areas serviced by a dedicated irrigation meter (DIM) and non-functional turf (NFT) areas.

- 1) Consultant may also perform measurement surveys independent of a CII water use efficiency survey for all CII properties. Additional canvassing may be required to promote outreach efforts.
- 2) Consultant shall provide a landscape consultation service for CII sites that need guidance on NFT areas. Consultant will walk areas with the water customer or their representative and turn on irrigation to determine what areas are under the guidelines of NFT and what areas are exempt from NFT.
- 3) If applicable, Consultant will provide a report with recommendations on NFT areas and provide information about

potential water savings, return on investment, and any available rebates that could be available to the customer.

O. Consultant may perform minor irrigation leak repair services, overhead spray conversion to drip or rotating nozzle installations, and the installation of a new weather-based irrigation controller.

TASK 8: LARGE LANDSCAPE SURVEYS

Consultant will provide a comprehensive survey to City of Glendora water customers with large landscape sites to determine water budget, proper irrigation scheduling and provide recommendations on water saving retrofits. This may include residential and commercial properties. Consultant shall do the following:

1. Consultant will request each site's historical water-use record from City staff prior to the survey time. In case Consultant staff is unable to acquire the water history from City, Consultant will request, during the City of Glendora water customer enrollment call, that the water customer have a copy of the past water bill during the survey.

The exterior survey will consist of the following:

- A. Consultant will create a water budget based on site specific information which can be compared to current actual water use.

- B. The surveyor will activate irrigation stations to determine water efficiency of the watering system (proper sprinkler heads, working condition, uniform distribution using catch cans, observation, or soil moisture meter).

- C. 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.

- D. The water meter will be used to collect a sampling of flow rates from various stations to determine appropriate output range or identify leaks.

- E. Information on irrigation timers, sensors, smart controller functions (if applicable) and current irrigation schedule.

- F. A soil sample will be taken to determine soil type, water infiltration rate and retention capacity, root zone depth, and thatch build up.

- G. 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.

H. Information will also be provided to the customer regarding City of Glendora's program, rebates, or other programs that may be available.

I. 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.

J. 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.

K. 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.

L. 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 believes the site will most benefit.

M. The surveyor will also review other outdoor water use including pools, fountains, ponds, etc.

N. A list of repairs needed to fix the current irrigation system along with a schedule for checking/monitoring the system to ensure proper functionality.

O. Consultant will provide surveys for large landscape sites that includes classification of the sites and water meter servicing the site as designated by the EPA Energy Star Portfolio Manager and State of California Water Resources Control Board.

P. Consultant will also work with these sites to determine any areas that would be classified as non-functional turf and provide measurements, as well as recommendations, on how to best proceed with turf removal. The measurements taken will be broken down into special landscape area (SLA), areas serviced by a dedicated irrigation meter (DIM) and non-functional turf (NFT) areas.

- 1) Consultant may also perform measurement surveys independent of a large landscape survey for all properties. Additional canvassing may be required to promote outreach efforts.
- 2) Consultant shall provide a landscape consultation service for large landscape sites that need guidance on NFT areas. Consultant will walk areas with the water customer or their representative and turn

on irrigation to determine what areas are under the guidelines of NFT and what areas are exempt from NFT.

- 3) If applicable, Consultant will provide a report with recommendations on NFT areas and provide information about potential water savings, return on investment, and any available rebates that could be available to the customer.

TASK 9: REBATE INSPECTIONS

Consultant will perform rebate pre/post-inspections for City of Glendora water customers at the request of City to determine program eligibility. For all inspections a minimum of four (4) pictures will be taken for the project area or devices installed. Consultant will work with City to develop a rebate inspection template that includes inquiries or the like in order to gather all the information or other documentation the City would like surveyed during the inspection.

TASK 10: WATER EFFICIENT RETROFITS

If approved by the City, Consultant will install water efficient devices such as low flow showerheads, new toilet flappers, overhead spray conversion to drip or rotating nozzle installations, and the installation of new weather-based irrigation controllers. If approved by City, Consultant may perform minor irrigation leak repair services to replace outdated equipment at City of Glendora water customer sites. All retrofits will be discussed with the City of Glendora water customer and be installed to manufacturer's specifications. If a City of Glendora water customer does not qualify for retrofits on the day of the installation because of broken equipment or overgrown plants, Consultant shall give them thirty (30) days to make the repairs/adjustments needed. All removed material such as controllers and sprinkler nozzles will be left with the water customer at the end of the installation of the new devices.

Residential customers will receive a maximum of \$1,000.00 towards irrigation retrofits. Exceptions will be approved by the City on a case-by-case basis before retrofits are installed.

Commercial customers will receive a maximum budget of \$3,000.00 for retrofits and repairs.

TASK 10: GOLF COURSE LANDSCAPE IRRIGATION SURVEY

Consultant will provide landscape audits for Golf Courses that shall include energizing all irrigation stations on site and taking down notes per station. During this survey, the following shall be recorded: landscape condition, type of vegetation, type of irrigation, sun exposure, slope, density of plant material, any inefficiencies and soil type. After the completion of the survey, a full report will be generated that will highlight all areas covered during the survey and provide a list of recommendations with return on investment data to best help the site save water.

All surveys will be done in line with the Irrigation Audit Guidelines recommended by the Irrigation Association.

TASK 11: MOBILE HOME PARK SURVEY

Consultant will provide indoor and outdoor surveys of mobile home parks at the request of the City of Glendora. Consultant will contact the tenants ahead of the survey and seek approval for access to as many interested units as possible on the day of the survey. During the survey, inspectors will check all indoor fixtures including toilets, sinks, showers, water heaters, dish washers and any other water using devices found on site for leaks, age of equipment and condition. Consultant will also install water-saving aerators, showerheads and toilet flappers (if needed) during the survey. Consultant will also check the outdoor portion of the mobile home park and survey any irrigation on site including common areas and pools. After the survey, reports will be generated per mobile home that identifies potential water savings, water use BMPs and any broken equipment found on site. Another report will be generated just for the landscaping and detail all findings on site along with recommendations.

Task 12: RE-CIRCULATING HOT WATER PUMP PROGRAM

A. Program Development and Customer Participation.

Consultant will work with the City of Glendora to draft the forms related to this Program. This includes the customers participation and hold harmless form, frequently asked questions form, and a tracking log and delivery form. The City of Glendora may update forms and website content based on new program requirements, if any.

B. Customer Service and Scheduling.

1) In order for the customer to apply for the Program, they first need to submit their application. They can download the application by visiting the City of Glendora approved website or contact Consultant to request that an electronic version be emailed or a hard copy be mailed via United States Postal Service. Consultant will ask the customer to submit a completed application, either in electronic or hard copy format. Along with the application, the customer must provide a copy of their current water bill which provides proof that the customer is within the City's water service area. The customer must also provide a signed copy of the program's Terms and Conditions and submit pictures of their current water heater.

2) Consultant will provide well-versed customer service representatives (CSR) for this program. The company will have a toll-free telephone number accessible to customers for scheduling and program assistance. A live CSR will be available to handle calls in both English and Spanish. The call-center will operate from 8:00 AM to 5:00 PM, Monday through Friday, and will facilitate an adequate number of incoming lines to support the flow of calls. After hours callers will have the opportunity to

leave a voice message. Consultant will follow up with voice messages within 24 hours or by the close of the next business day, whichever is sooner. An alternate number may be provided for emergencies. During normal business hours, Consultant 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 deliveries.

3) Items that are collected from the application and verified during the scheduling of the customers survey appointment that will be entered on the Program Tracking Log and include customer name, customer address, customer email address, date of application received, date and time of delivery (if applicable), number of devices approved (hot water pumps and additional sensor kits), scheduling notes, WaterWise will then contact the customer to schedule their delivery. WaterWise typically makes a minimum of three (3) attempts to make contact with a customer. The attempts are a mix of phones calls and emails. Typically, customers are contacted within two (2) business days to schedule their appointment.

4) Waterwise CSRs will address the following during customer phone calls:

- a. Schedule an appointment for a delivery that accommodates the customer.
- b. Ask the customer to be present during the delivery and allow the inspector to view the current water heater.
- c. Notify customers that they must install the devices on their own and encourage them to hire a local licensed plumber to install the product.
- d. Ask the customer if they have a tankless water heater. If so, customer application will be denied.
- e. Ask the customer if they have a current hot water pump attached to their water heater. If so, the customer application will be denied.
- f. Ask the customer to verify that their water heater does not have a heat trap or has a removeable heat trap.
- g. Answer any questions that may arise about any portions or expectations of the Program.
- h. Let the customer know that they have forty-five (45) days to get the hot water pump installed. Customer will submit a picture showing that it was installed as proof. If the customer does not submit the proof, then the customer is subject to a fee for the product(s). If necessary, WaterWise can do a physical post inspection to verify the device is installed.

5) Customers shall have the flexibility to schedule the delivery from 8:00 AM to 5:00 PM Monday through Friday, depending on weather and season. Any customer cancellations will be noted in the call log and calendar. WaterWise will attempt to get cancelled customers re-scheduled as soon as feasibly possible.

C. Delivery and Inspection.

During the delivery, a WaterWise employee will do the following:

- a. Take a picture of the existing water heater.
- b. Notify customers that they must install the devices on their own and encourage them to hire a local licensed plumber to install the product.
- c. Answer any questions that may arise about any portions or expectations of the Program.
- d. Have the customer sign the certificate of completion form that states the customer received the product and has forty-five (45) days to submit a picture showing proof that the product has been installed.

Task 13: LANDSCAPE DESIGN PROGRAM

Consultant can provide landscape design services to the City of Glendora or directly to residential and CII customers. These designs will focus on low-water and drought-resistant landscapes. Consultant can provide landscape design templates for the City of Glendora to publish on their websites to provide customers ideas various designs including Low-Water, California Native, Vegetable Garden, Pollinator garden, Color Specific (i.e. warm or cool designs), Succulent gardens and Parkway designs.

Task 14: SPECIAL PROGRAMS

In response to community needs, Waterwise can provide special programs and services designed to save water not specifically listed in the contract. This may include, but is not limited to, new or innovative devices for saving indoor water use, additional landscape services for reducing outdoor water use and programs designed to address commercial, industrial and institutional (CII) best management practices for water use. Waterwise can present the City with a cost proposal for each special program that is proposed. All programs must be approved by the City representative, and funding must be available in the remaining contract budget of the fiscal year. The City and Waterwise agree and acknowledge that neither Party is under any obligation whatsoever to consider or sign any particular program proposal whatsoever, under this Agreement.

II. In addition to the requirements of Section 6.2, during performance of the work, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. Consultant will collect all data electronically in the field with the use of handheld tablets. All data will be entered into a report template approved by City. Consultant will develop the following forms for the various services:

1. Check-up data collection

2. Customer recommendation lists
3. Irrigation system review and landscape area measurements: Landscape area measurements for all Commercial, Industrial, and Institutional surveys will include measurements for Special Landscape Areas, Dedicated Irrigation Meter (DIM) Areas, and Non-functional Turf Areas.
4. Customer satisfaction surveys
5. Photos/photo description form.
6. Commercial, Industrial, and Institutional meter classification list.

III. All work is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT “C”**SCHEDULE OF COMPENSATION****I. Consultant shall perform the following tasks at the following rates:**

WaterWise Consulting	
ITEM	COST (per Survey)*
Single Family Residenital Survey (Full) under 1 acre	\$ 225.00
Single Family Residenital Survey (Full) over 1 acre	\$ 525.00
Multi-family Residential Survey (MFR Per Unit) 4 units or less	\$ 225.00
Multi-family Residential Survey (MFR Per Unit) 4 units or more	\$125.00 per unit
Small Commercial Survey	\$ 210.00
Multi-Commercial Survey	\$ 210.00
Large Commercial Survey	\$ 1,500.00
Institutional Survey	\$ 2,000.00
Large Landscape Survey (up to 16 irrigation stations)	\$ 750.00
Large Landscape Survey (17-32 irrigation stations)	\$ 1,500.00
Mobile Home Park Survey	\$160 first unit/ \$125 each additional unit
Golf Irrigation Survey (200+ stations/1500+ heads)	\$1,500 first 32 stations/ \$20 per additional station
ITEM	AVE COST
High efficiency nozzle (residential)	\$ 7.00
High efficiency nozzle (commercial)	\$ 7.00
Pressure Regulating Bodies with Check Valves	\$ 7.00
Drip Conversion Supplies	\$ 100.00
Irrigation controllers (8 station)	\$ 250.00
Irrigation controllers (16 station)	\$ 300.00
Recirculating Hot Water Pump (as needed)	\$ 270.00
ITEM	AVE COST/HR
Irrigation retrofits (install drip, controllers, repairs, nozzles)	\$ 95.00
Plumbing retrofits (showerheads, faucets, and toilet flappers Per Device)	\$ 5.00
CII - SLA, DIM, NFT measurement survey only (per survey)	\$ 95.00
Rebate Inspection- Residential (per inspection)	\$ 75.00
Rebate Inspection- Multi-family (per hour)	\$ 95.00
Rebate Inspection- Large Landscape (per hour)	\$ 95.00
Canvassing Fee (per hour)	\$ 75.00
Landscape Design Fees (per customer - up to 5 hours)	\$ 95.00
Recirculating Hot Water Pump Program Adminstrative Fee (per month)	\$ 3,000.00
Recirculating Hot Water Pump delivery (per delivery)	\$ 95.00
Landscape Design Template	\$ 95.00
Program Manager	\$ 125.00
Technical Advisor	\$ 125.00
Project Development	\$ 125.00
Project Implementation	\$ 125.00
Graphic Design	\$ 95.00
Field Technician (per person)	\$ 115.00
Administrator	\$ 50.00
Travel Fee (only one service performed in a day)	\$ 75.00
Postage and Delivery	Billed at cost
Printing and Reproduction	Billed at cost + 10% administrative fee
Water Saving Fixtures (showerheads, aerators, flappers, etc.)	Billed at cost + 10% administrative fee
Purchases Beyond SOW	Billed at cost + 10% administrative fee
*WaterWise will not bill the City for services covered under WaterWise's program with Metropolitan Water District of Southern California (MWD).	

- II. Unit Price List & Hourly Rate Sheet attached within as Exhibit C. The City reserves the right to accept or reject yearly fiscal rate increases containing escalation stipulations as it deems to be in the best interest of the City.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate as further detailed at subparagraph (E) below.
 - B. Line items for all materials and equipment properly charged to the Services as further detailed at subparagraph (E) below.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - E. At the end of each month, Consultant will submit an electronic invoice for all services rendered in the previous month.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

Total Costs (Estimated)	\$250,000
Contingency (10%)	\$25,000
Total Costs (Estimated)	\$275,000

- VI. The Consultant's billing rates for all personnel are attached as Exhibit C.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	<u>Description</u>	<u>Days to Perform</u>	<u>Deadline Date</u>
A.	All services	N/A_____	Varies per customer

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A. Schedules and Deliveries vary per customer.**
- B. All equipment authorized for installation by the City.**
- C.**

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

All City of Glendora water customers will be scheduled within 10 business days from initial request date unless the City of Glendora water customer requests an appointment scheduled for a later date. All City of Glendora water customers will receive no less than three follow up calls to get their appointment scheduled. All scheduling matters and work performance will be completed in a timely and professional manner. City of Glendora water customers will have the flexibility to schedule surveys from 8:00 AM to 5:00 PM Monday through Friday, dependent on weather and season.