

**Contract 4600001872  
with most recent amendment**

**Attachment 1**



# Inland Empire Utilities Agency

## A MUNICIPAL WATER DISTRICT

**AGREEMENT NUMBER: 4600001872  
FOR  
REGIONAL LANDSCAPE EVALUATIONS FOR RESIDENTIAL AND  
COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL CUSTOMERS  
AND  
REGIONAL WATER USE EFFICIENCY LOCAL PROGRAMS WATER USE MONITORING  
WITHIN  
THE IEUA SERVICE AREA**

THIS AGREEMENT (the "Agreement" or the "Contract"), is made and entered into this 1<sup>st</sup> day of May, 2015, by and between the INLAND EMPIRE UTILITIES AGENCY, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California, (hereinafter referred to as "IEUA"); and THE CHINO BASIN WATER CONSERVATION DISTRICT, a special district organized and existing in the County of San Bernardino (hereinafter referred to as "CBWCD" or "Contractor") for the implementation and completion of a landscape audit program within the IEUA service area.

### RECITALS

WHEREAS, IEUA provides funding to its member agencies for landscape audits to enhance the conservation of water resources within the service area; and,

WHEREAS, efficient use of potable water as well as recycled water improves a drought-proof water supply for landscape irrigation purposes; and

WHEREAS, CBWCD desires to implement landscape audits at sites that are within IEUA's service area, to conserve and preserve water resources for use at a future date; and,

WHEREAS, IEUA and CBWCD have agreed to the terms contained herein.

### COVENANTS

NOW, THEREFORE, the following mutual promises and obligations set forth herein, are agreed to as follows:

1. PROJECT MANAGER ASSIGNMENTS: All questions regarding this Agreement shall be directed to the following:

A. IEUA Assignment: Lisa Morgan-Perales  
6075 Kimball Avenue, Building A  
Chino, California 91710  
Telephone: (909) 993-1520  
Facsimile: (909) 993-1987  
Email: [lperales@ieua.org](mailto:lperales@ieua.org)

B. For CBWCD: Eunice Ulloa  
4594 San Bernardino Street  
Montclair, California 91763  
Telephone: (909) 267-3224  
Facsimile: (909) 626-5974  
Email: [eulloa@cbwcd.org](mailto:eulloa@cbwcd.org)

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

- A. Amendments to Contract Number 4600001895.
- B. Contract Number (4600001895) General Terms and Conditions.
- C. CBWCD's proposal, Attachment A.

4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall include, but shall not be limited to:

A. CBWCD agrees to provide evaluation and audit services, substantially in accordance with the services, activities, site-specific deliverables described and delineated in the proposed scope of work, see Attachment A. All landscape evaluation/audit activities shall reflect compliance with, and comparison to, the Irrigation Association standards for landscape evaluations and audits. Additionally, CBWCD agrees to provide a summary of the various plant materials located within each site.

B. CBWCD agrees to provide a monthly summary of all evaluation/audit activities.

C. CBWCD agrees to provide the submittal of a signed report associated with each site, to be provided to both IEUA and the customer, upon completion of all evaluation/audit activities.

D. Photos may be included.

E. CBWCD agrees to monitor pre-audit and post-retrofit water use at each project site for a one-year period, following the implementation of the program activities at each site.

In the event the above items are not delivered in accordance with the mutually agreed-to terms, then CBWCD shall forfeit the site fee anticipated from such sites. The amount forfeit will be consistent with the rates shown in Attachment A.

5. TERM: The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2016, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. COMPENSATION: Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

- A. The Contract Number – 4600001872, and
- B. The Contract Release Purchase Order Number – 4500000021811

Contractor shall provide, with their invoice, certified payroll documentation to verify that Contractor has paid prevailing wage in accordance with the California Department of Industrial Relations requirements, as stipulated in SB-854. See: (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>)

Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$40,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

All invoices shall be formulated consistent with the fees/rates proposed within the Contractor's site-specific and task-specific proposal. Each proposal shall be formatted consistent with the requirement that material purchased by the Contractor, any Sales Tax paid, and any labor provided; shall each be shown on a separate line. Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency  
Re: Contract Number: 4600001872  
P.O. Box 9020  
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

- To: [APGroup@ieua.org](mailto:APGroup@ieua.org)
1. Scan the invoice as a PDF file.
  2. Attach the scanned file to an email.
  3. IEUA staff will acknowledge receipt of the invoice.

Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 2 of this Agreement.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The Total Authorized Amount and Term shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

1. Shall report for work in a manner fit to do their job; and
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at its sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
  
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
  
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  1. General Liability and Automobile Liability Coverage
    - a. The Agency, its officers, officials, employees and volunteers are to be covered as additional insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
    - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Agency.

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

10. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Manager of Contract and Facilities Services  
P.O. Box 9020  
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any

services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Disputes:
  - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree,

to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - a. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to

reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

2. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
  
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
  
13. OWNERSHIP OF WORK MATERIALS: The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
  
14. TITLE AND RISK OF LOSS:
  - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.
  
  - B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

16. LIENS: Contractor represents that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.  
Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be

rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

17. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green, Manager of Contracts and  
Facilities Services  
Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, California 91709

Contractor: Eunice Ulloa  
CBWCD  
4594 San Bernardino Street  
Montclair, California, 91763

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

18. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

19. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related

documentation available within three (3) working days after said records are requested by the Agency.

21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. **TERMINATION FOR CONVENIENCE:** The Agency and/or Contractor each reserve and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the other party. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
24. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

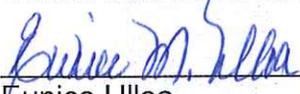
IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**

**CHINO BASIN WATER  
CONSERVATION DISTRICT:**

  
\_\_\_\_\_  
Warren T. Green  
Manager of Contract and  
Facilities Services

*6/30/2015*  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Eunice Ulloa  
General Manager

*6/25/2015*  
\_\_\_\_\_  
(Date)

# Attachment A

## Inland Empire Utilities Agency Landscape Evaluation/Audit Program

### Chino Basin Water Conservation District Scope of Work

Chino Basin Water Conservation District (CBWCD) will perform landscape irrigation system evaluations/audits for commercial, industrial, institutional, multi-family and single family customer sites identified by the cities of Chino, Chino Hills, Ontario, Upland, the Monte Vista Water District, the Cucamonga Valley Water District, Fontana Water Co., San Antonio Water Co. and the Inland Empire Utilities Agency (IEUA).

Each evaluation/audit performed by CBWCD will be based on size of landscaped area. A property shall be counted as one (1) audit if the irrigable acreage is 2.49 acres or less. Every irrigable acre or portion thereof beyond 2.49 acres shall be counted as one (1) additional audit.

- CBWCD will work closely with all local agencies to prioritize evaluations/audits to meet local agency needs. Local agencies will introduce CBWCD to potential program participants by promoting the benefits of participating in the program.
- CBWCD will follow-up with targeted customers to further explain the process and secure participant agreement to participate.
- CBWCD will develop and provide an agreement with the participant to allow CBWCD access to participants' site including a hold harmless clause, secure water use history, and data on future consumption.
- Local agencies will provide CBWCD with water use history for the designated meter serving the site, whether potable or non-potable for a period of not less than one year.
- CBWCD will schedule appointments for providing evaluation/audit and provide results to local agencies.
- CBWCD will perform an onsite evaluation/audit of the irrigation system.
- CBWCD will provide a site report for each audit including:
  - A water budget based on local ET rate
  - Recommendations to improve irrigation efficiency
  - Observed irrigation system conditions and solutions with photos where applicable
  - Site specific field data
  - System Distribution Uniformity test results
  - Information on runoff and percolation
  - A watering guide designed for the Chino Basin
  - Information on irrigation technologies
  - Information on available landscape rebate incentives
- CBWCD will conduct a post audit meeting with site owner/manager/landscape contractor to review the results of the evaluation/audit, deliver a copy of the report and answer questions. Representatives from local agencies and IEUA are highly encouraged to participate in these meetings.
- CBWCD will continue to support program participants by responding to telephone or email requests for additional information
- CBWCD will provide electronic copies of site reports to each local agency providing service and IEUA.

## Inland Empire Utilities Agency Landscape Evaluation/Audit Program

### Chino Basin Water Conservation District Scope of Work

- CBWCD will perform a 6 month and a 12 month review of pre and post water use consumption for each participant and provide a report to each local water agency.
- Post evaluation/audit water consumption if desired after one year by any participant or IEUA will be provided by the local agency providing service.
- CBWCD will consider the evaluation/audit complete upon the electronic delivery of the evaluation/audit report to the local agency and IEUA and three (3) attempts by CBWCD to schedule the post audit meeting with program participant. Should three unsuccessful attempts take place to schedule the post evaluation/audit meeting the evaluation/audit report will be sent to the program participant through the U.S. Mail and CBWCD assumes no further responsibility to contact the program participant.
- CBWCD will charge IEUA \$600.00 for each completed commercial, industrial, institutional and multi-family evaluation/audit and \$175.00 for each single family audit on a monthly basis to not exceed total program costs of \$75,000.00. All participant site evaluations/audits will be completed by June 30, 2011.
- CBWCD will provide all pertinent information (site name, location, irrigated area, potential water savings, etc.) in an Excel spreadsheet format/database each quarter on every site evaluated in order for IEUA to prepare and submit invoices to the Metropolitan Water District for partial program expense reimbursements.