

CITY OF POMONA

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT to the Professional Services Agreement ("AGREEMENT") for the professional landscaping consulting services ("FIRST AMENDMENT") is hereby entered into on this 1st day of October 2025 by and between the City of Pomona (the "CITY") and Conserv Construction, Inc. (the "CONSULTANT"), hereinafter referred to collectively as "PARTIES."

RECITALS

WHEREAS, on February 24, 2025, the City Council approved a Professional Services Agreement with CONSULTANT for the Residential Landscape Evaluation and Sprinkler Tune-up or Smart Controller Project, in the amount of One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, the CITY and CONSULTANT executed said Agreement, which is attached hereto (Attachment 1) and incorporated herein by this reference; and

WHEREAS, the City previously received \$50,000 in reimbursable grant funding for the Project from the Metropolitan Water District, via Three Valleys Municipal Water District, which was applied toward partial funding of the AGREEMENT, and

WHEREAS, the City has subsequently received an additional \$70,000 in reimbursable grant funding for the Project from the Metropolitan Water District, via Three Valleys Municipal Water District; and

WHEREAS, the Parties now wish to enter this FIRST AMENDMENT to allocate the additional \$70,000 in grant funds toward the Project and increase the total compensation to \$220,000; and

NOW, THEREFORE, the Parties hereby agree as follows:

AMENDMENT

1. **Incorporation of Recitals.** The recitals listed above are true and correct and, are hereby incorporated herein by this reference.

2. **Amendment to Section 3.3.1 of the Agreement.** Section 3.3.1 is hereby amended in its entirety to read as follows:

"3.3.1. Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. **Changes to Exhibits.** Exhibit "C" to the AGREEMENT, is hereby replaced in its entirety with Exhibit "C-1" attached herewith and incorporated herein by this reference.

EXHIBIT "C-1"
COMPENSATION

The total contract amount for the Project shall not exceed \$220,000.00.

SERVICE	COST
Rachio 3 (Wi-Fi) 4-Station Controller	\$ 600.00
Rachio 3 (Wi-Fi) 6-Station Controller	\$ 650.00
Rachio 3 (Wi-Fi) 8-Station Controller	\$ 700.00
Hunter Hydrowise (Wi-Fi) 4-Station Controller	\$ 600.00
Hunter Hydrowise (Wi-Fi) 7-Station Controller	\$ 650.00
Hunter Hydrowise (Wi-Fi) 10-Station Controller	\$ 700.00
Tune-up: 45-minute landscape evaluation - Irrigation controller reprogramming - Valve repair or replace (1 per site); Raise or replace sprinkler bodies and nozzles (6 per site); Lateral PVC line break repair (1 per site, max 4'); Replace drip coupling and/or emitters (6 per site) <i>*If service is not completed during the upgrade appointment, the service will be billed at \$450.00.</i>	\$ 225.00 (\$ 450.00*)
Evaluation only sites: 45-minute landscape evaluation - Irrigation controller reprogramming - For site that do not qualify (no water to valves, metal in ground valves, manifold repair, etc.)	\$ 225.00

Payments shall be made per site and shall depend on the services provided as outlined in the pricing sheet.

Total costs shall encompass all expenses related to installation and repairs, including prevailing wage labor, administration, equipment, transportation, overhead, profit, insurance, taxes, fees, incidentals, and any other relevant costs essential for the provision of the required services.

Upon completion of on-site evaluation, customer will be presented with the appropriate service option for their site. Upgrades shall be limited to 10-stations. Tune-up services shall be completed during upgrade appointment.

Upgrades include a 6-month warranty for installation, and a two-to-four-year manufacturer warranty, depending on manufacturer. All tune-up repairs include a 90-day warranty for equipment installed during the tune up.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim, California.

4. **No other Changes.** Except as amended by this FIRST AMENDMENT, all provisions of the AGREEMENT shall remain in full force and effect, and shall govern the actions of the Parties under this AGREEMENT.

5. **Counterparts.** A manually signed copy of this FIRST AMENDMENT, which is transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this FIRST AMENDMENT for all purposes.

6. **Severability.** If any part of this FIRST AMENDMENT is held to be unlawful or void, all other parts of this FIRST AMENDMENT shall remain effective.

IN WITNESS WHEREOF, the PARTIES hereto have executed this FIRST AMENDMENT as of the date set forth above to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF POMONA

CONSERV CONSTRUCTION, INC.

By: _____
Anita D. Scott
City Manager

By: Cynthia Campbell
CFO
Its: _____

Date:

Printed Name: CYNTHIA CAMPBELL
Date: 10-22-25

ATTEST:

By: _____
Rosalia Butler
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Best Best & Krieger LLP
City Attorney