



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS' SPECIAL MEETING - POLICY/ADMINISTRATION WORKSHOP
2:00 PM Thursday, June 4, 2026

ZOOM INFORMATION

Online: <https://sbvmwd.zoom.us/j/88452499078>

Telephone: (877) 853-5247 US Toll-free

Meeting ID: 884 5249 9078

PASSCODE: 3802026

If you are unable to participate online or by telephone, you may submit your comments and questions in writing for Board consideration by emailing comments@sbvmwd.com with the subject line Public Comment Item # (insert the agenda item number relevant to your comment) or Public Comment Non-Agenda Item. Submit your written comments no later than 6 p.m. the day prior to the meeting. All public comments will be provided to the Board President and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your identifier during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.

CALL TO ORDER

1) **INTRODUCTIONS**

2) **PUBLIC COMMENT**

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

3) **DISCUSSION AND POSSIBLE ACTION ITEMS**

- 3.1 Federal Legislative Update (20 min) - Page 3
[Staff Memo - Federal Legislative Update](#)

- 3.2 Consider Award to EchoTech Services, Inc. for the Indoor Water Fixture and Turf Removal / Replacement Direct Installation Program (20 min) - Page 5
[Staff Memo - Consider Award to EchoTech Services, Inc. for the Indoor Water Fixture and Turf Removal / Replacement Direct Installation Program](#)
1) Draft Direct Installation Agreement
2) RFQ Documents

4) **FUTURE BUSINESS**

5) **ADJOURNMENT**

DATE: June 4, 2026
TO: Board of Directors' Special Meeting – Policy/ Administration
FROM: Kelly Malloy, Strategic Communications Manager
SUBJECT: Federal Legislative Update

Staff Recommendation

Receive and file.

Summary

The Agency continues monitoring legislative activities through Federal lobbyists, Innovative Federal Strategies, Inc. and State lobbyist firm, The Gualco Group. Both efforts include active legislation tracking, participating in various industry association discussions, facilitating meetings with legislative and regulatory elected officials and staff, and other activities. Representatives from Innovative Federal Strategies, Inc. will participate virtually in the workshop and provide updates on current significant legislation.

Background

The Gualco Group, Inc., is the Agency's State lobbyist in Sacramento. Innovative Federal Strategies, Inc. handles specific Federal lobbying activities in Washington, D.C. Given the different cyclical timing, State and Federal legislative advocates will provide brief presentations at the Policy/Administration workshop via Zoom to provide an update on current, significant legislative activity.

Federal activities have primarily focused on the Water Resources Development Act (WRDA), annual budget, and appropriations cycle.

District Strategic Plan Application

The Agency's Federal and State legislation program aligns with the Agency's mission of *working collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment*. By staying active and engaged in legislative issues, the Agency can establish a presence and build relationships with our Federal and State legislators

which helps the Agency achieve its goal to *Establish San Bernardino Valley as an industry leader, recognized locally by the public and our peers for the leadership and positive impact we have within our region and the state.*

Fiscal Impact

There is no fiscal impact related to this update.

DATE: June 4, 2026

TO: Board of Directors' Special Meeting - Policy/Administration Workshop

FROM: Kelly Malloy, Strategic Communications Manager

SUBJECT: Consider Award to EchoTech Services, Inc. for the Indoor Water Fixture and Turf Removal / Replacement Direct Installation Program

Staff Recommendations

Staff recommend the Board of Directors authorize the CEO/General Manager to execute an agreement with EchoTech Services, Inc. for the Indoor Water Fixture and Turf Removal / Replacement Direct Installation Program for an amount not to exceed \$3 million, subject to non-substantive legal changes by General Counsel.

Summary

San Bernardino Valley was awarded \$5.7 million as part of the California Department of Water Resources' (DWR) 2022 Urban Community Drought Relief Grant. Following the Grant Amendment and Resolution No. 1194 approved by the Board of Directors at the June 3, 2025 Regular Board Meeting, the Agency has implemented a Commercial Turf Removal Rebate Program and sought interested contractors through a Request for Qualifications for both an indoor water fixture and a turf removal / replacement direct installation program (Direct Install Program).

EchoTech Services, Inc. submitted proposals for both elements of the direct installation program for a cost not to exceed \$3 million. This program is funded through the 2022 Urban Community Drought Relief Grant and has been granted a Cost Match Waiver because of benefits to regional disadvantaged communities with all work and reporting completed by December 30, 2026. San Bernardino Valley will provide the funding to complete the work and be 100% reimbursed by the grant. The agreement with EchoTech Services, Inc. is currently being reviewed by General Counsel.

Background

In 2023, San Bernardino Valley was awarded \$5.7 million as part of the DWR 2022 Urban

Community Drought Relief Grant, with an amendment approved by the Board of Directors in June 2025.

Since the original grant agreement was executed, Making Conservation a California Way of Life and a ban on Non-Functional Turf have been implemented by the State of California, significantly modifying water retailers' water use efficiency priorities and program support needs. Additionally, the Direct Install Program supports the demand management goals identified within the Regional Urban Water Management Plan and the Agency's Water Shortage Contingency Plan. Due to the capital costs associated with water conservation retrofit projects many disadvantaged property owners are unable to implement water-saving measures independently outside of programs such as this. The Direct Install Program serves to have the Agency contract directly with a licensed contractor for water use efficiency retrofits at approved commercial, industrial, institutional, and multi-family properties, thus allowing for regional water conservation activities that would not have otherwise taken place.

This program is intended to be administered by Agency staff in coordination with local water retailers. Throughout this development process, staff have been working with the Basin Technical Advisory Committee (BTAC) Water Conservation subcommittee to identify properties for participation and maximum water savings potential.

The Agency developed and distributed two Requests for Qualifications for the Direct Install Program to regional landscapers, industry associations, and posted them on the Agency's website. This project is unique in that it is a relatively large-scale project to complete on a short timeline before the grant close-out deadline of December 30, 2026. While the Agency received inquiries from other firms, EchoTech Services, Inc., was the sole formal submission received.

EchoTech Services, Inc. is an experienced water conservation contractor, having over 14 years of experience working with water retailers and wholesalers. Additionally, they are familiar with the strict requirements associated with grant-funded projects. As a licensed contractor, they anticipate completing much of the work in-house, with preference provided to San Bernardino County companies when outside services are needed. EchoTech has recently completed successful projects with California Association of Mutual Water Companies, Inland Empire Utilities Agency, Fontana Water Company, and Cucamonga Valley Water District.

District Strategic Plan Application

This is consistent with San Bernardino Valley's mission, vision, and values to develop innovative projects and programs that will provide a reliable, resilient, and sustainable water supply that contributes to a healthy watershed for future generations.

Fiscal Impact

The short-term cost of the Program is up to \$3 million, depending upon how much of the program is implemented before the December 2026 deadline. However, the funds will be reimbursed by the 2022 Urban Community Drought Relief Grant funds awarded to the Agency for conservation projects.

Attachments

- 1) Direct Installation Agreement
- 2) RFQ Documents

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of <Insert Date>, 2026 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and EcoTech Services, Inc. (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: Direct Installation Program

JOB NUMBER: 6640

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2026; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFQ (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order. A Task Order is a request for additional

Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “**Services**” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“**Compensation**”), which amount shall not exceed three million dollars. To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

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

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. Marcos Quezada (“**Consultant’s Representative**”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. Kelly Malloy (“**District’s Representative**”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys’ fees (collectively, “**Claims**”), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant’s employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant’s indemnification responsibility with respect to the Services shall exist and continue regardless of

the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. District's cumulative aggregate liability in connection with this agreement, whether liability in connection with this agreement, whether arising under contract or based upon a claim of strict liability, negligence, or any other tort or statutory basis, shall be limited to the total payments made by District to consultant hereunder during the 12-month period immediately preceding the event upon which liability is predicated. In no event will District or any of its directors, officers, employees, representatives, agents, or affiliates be liable for lost profits, lost business opportunities, lost revenues, or for exemplary, punitive, special, incidental, delay, indirect, or consequential damages or the like, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether District has been advised of the possibility thereof. the parties each acknowledge that the forgoing limitation of liability is a material condition of District's willingness to enter into this agreement, and that District would not enter into this agreement but for such limitation.

ARTICLE X INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required.

(a)

Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District.

(d) Waive all rights of subrogation and contribution against District and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

**ARTICLE XII
MISCELLANEOUS**

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at

that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: Kelly Malloy
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9229
E-Mail: kellym@sbtvmwd.com

If to Consultant: EcoTech Services, Inc.
1242 Transit Avenue
Pomona, CA 91766
Attn: Marcos Quezada
Telephone: (626) 335-1500
E-Mail: mquezada@ecotechservices.net

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: Heather Dyer _____

Its: CEO/General Manager _____

CONSULTANT:

EcoTech Services, Inc.

By: _____

Name: _____

Its: _____

EXHIBIT "A"



EcoTech Services, Inc.

PROPOSAL



**SAN BERNARDINO
VALLEY** | A REGIONAL WATER
AGENCY SINCE 1954

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

INDOOR WATER FIXTURE - DIRECT INSTALLATION PROGRAM

April 24, 2026



EcoTech Services, Inc.
1242 Transit Ave
Pomona, CA 91766

OFFEROR IDENTIFICATION



1242 Transit Ave
Pomona, CA 91766
www.ecotechservices.net

Type of Business: C-Corporation / California

Federal Tax Identification Number: 45-4731434

California DIR Registration Number: 1000019966

Contractor License Number: 988204, C36 Plumbing & C27 Landscape

THE ECOTECH ADVANTAGE

- Turnkey Program Solutions
- Dedicated Manager Assigned to Program
- Fully Staffed Customer Service Department
- Certified Field Technicians
- Company Uniforms
- Branded Fleet Vehicles
- Dependable Track Record
- Great Safety Record - Low ExMod / EMR

EcoTech has a proven track record. EcoTech has direct experience implementing this same type of program for wholesale and retail water agencies. Our team has administered plumbing retrofit programs for over fourteen years. Please contact our project references to confirm our capacity and capability for completing projects successfully. We understand that we are the “face” of the agency in the field and San Bernardino Valley will be professionally and consistently represented in the field.

i. TABLE OF CONTENTS

San Bernardino Valley Municipal Water District

INDOOR WATER FIXTURE Direct Installation Program

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EXECUTIVE SUMMARY LETTER

April 24, 2026

Kelly Malloy
Strategic Communications Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Dear Ms. Malloy:


EcoTech Services, Inc. (EcoTech) is proud to submit this proposal to San Bernardino Valley Municipal Water District (District) for the implementation of the Indoor Water Fixture Direct Installation Program. EcoTech has direct relevant experience having successfully executed similar projects for other wholesale and retail water agencies in Southern California. EcoTech is fully licensed and insured for plumbing work.

EcoTech provides a turnkey solution that integrates program management, design, outreach, and construction under one contract—reducing administrative burden on District staff while ensuring accountability and performance.

EcoTech hereby affirms that it can legally conduct business within the Agency's service area. EcoTech has not colluded in any fashion with other respondents which would restrict or eliminate competition. No employee, official, or member of San Bernardino Valley Municipal Water District has a material or monetary interest in EcoTech's Statement of Qualifications and Ability to Undertake the Project. EcoTech is not aware of any other actual or potential conflict of interest for the project proposed for implementation.

I am authorized to bind my company to this proposal, which includes the facts and figures herein. EcoTech confirms that no conflicts of interest exist with the District. This proposal is a firm offer valid for sixty (60) days from the date submitted. The price specified remains firm and irrevocable during this timeframe.

Sincerely,



Marcos Quezada
President
EcoTech Services, Inc.



(626) 335-1500



info@ecotechservices.net



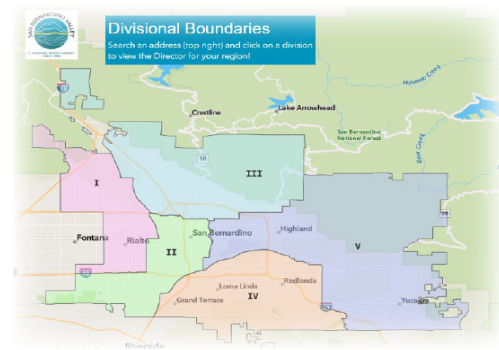
1242 Transit Ave.,
Pomona, CA 91766

ii. PROJECT UNDERSTANDING

San Bernardino Valley will be implementing an Indoor Water Fixture Direct Installation Program within its service territory. This project will include the replacement of high-water-use fixtures with high-efficiency alternatives, including toilets, showerheads, and faucet aerators. The Program will target multi-family dwellings and mobile home parks. This Program is funded through the Drought Resiliency Grant from the Department of Water Resources. This means that prevailing wage labor laws shall apply using California Department of Industrial Relations (DIR) rules and regulations. EcoTech has worked numerous projects involving grant funding and certified payroll.

The proposed timeline for this project is May 2026 through December 2026. EcoTech is accustomed to administering slow and fast-paced projects alike. We are large enough to get the work completed, yet, we are small enough to pay attention to the minor details and to adapt quickly to changes and challenges that may arise. EcoTech is fully aware of the fast-tracked timeline and we commit to the successful completion of the project. We have included a detailed timeline based on the budget listed in the RFQ. We understand the need for San Bernardino Valley to carefully administer and spend the \$1 million grant.

One key consideration is whether grant funds will be allocated toward Agency-led project management, or if those services will be provided as in-kind contributions. This distinction may impact the total available budget for indoor plumbing retrofits. We are mindful that project management is time-consuming and clarification will be needed regarding whether a percentage or amount will be deducted from the budget for management of the grant itself by Agency staff. This won't affect our proposed rates, but it may impact the total number of sites or plumbing fixtures EcoTech is able to assist (if there is less budget available).



EcoTech is not only a plumbing contractor. We are a water conservation contractor. EcoTech has been working with wholesale and retail water agencies for over 14 years. We understand the hierarchy of agencies in the water industry. We understand the needs and challenges that this project will bring. Having experience working similar projects makes us better prepared to foresee and prevent issues and losses.

We understand that in some cases, and Agency's Board, may request the most equitable distribution of funding amongst the five districts of the Agency. EcoTech has worked many programs where this objective drives targeted outreach and marketing, as well as program implementation, reporting, and tracking. EcoTech is familiar with the five Districts represented by the Board. If necessary, our team will work with San Bernardino Valley's Project Manager to formulate a plan that spreads the work and budget as evenly as possible amongst the five Districts.



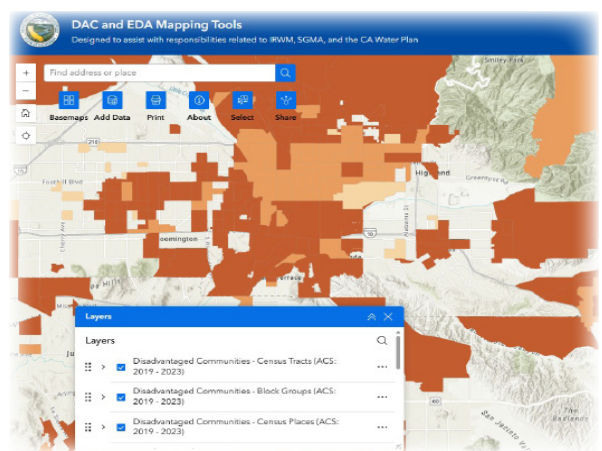
ii. PROJECT UNDERSTANDING Continued

EcoTech understands that the proposed project does not only include indoor plumbing retrofits, rather, the Agency aims at implementing a comprehensive water conservation initiative that will include a broad range of tasks from beginning to end.

Our team is ready to successfully provide the tasks and activities as described in the RFQ.

Outreach & Identification: EcoTech will work with the Agency’s Project Manager to create an outreach plan to work with local water retailers and other stakeholders to identify and communicate with eligible locations. Our team is aware that this project targets multi-family homes and mobile home parks.

We are experienced in working DAC programs (**Disadvantaged Community Areas**) for multiple water industry clients. EcoTech has supported outreach efforts by utilizing California Department of Water Resources mapping tools to identify Disadvantaged Communities (DACs) based on census tracts, block groups, and related metrics. A sizable portion of the Agency’s service area is situated within the eligible DAC classification as shown on the map.



EcoTech will work with the Agency’s Project Manager to develop a marketing plan, which will include developing a list of potential site candidates. The list may be developed by working closely with water retailers and local stakeholders. We understand that San Bernardino Valley is not a direct water retailer; therefore, collaboration with its client agencies will be crucial at every step of the way.

EcoTech has developed marketing materials, including flyers, postcards, letters, and more for other water-use efficiency programs. This service is offered as optional in case the Agency needs assistance with graphic design services.

EcoTech will work with the Agency’s Project Manager to create a specific work plan in which we shall identify the participation guidelines for the program. Participation guidelines and restrictions may include the age of eligible plumbing fixtures to retrofit, any possible minimum or maximum budget per site, and more.



ii. PROJECT UNDERSTANDING Continued

Design & Planning: Design and planning can apply to various stages of the proposed project. At the beginning, design and planning is required to formulate a specific work plan (scope of work). EcoTech will work with the Agency's project team to create a plan that will show the steps and process of implementation and the tasks and responsibilities to be attributed to Agency staff and EcoTech's team. This includes initial site contact, customer tracking, monthly reporting, schedule for project management meetings, shared access to database and folders, and much more.

Another facet of design and planning is the creation of program forms, including digital and hardcopy. EcoTech has developed program forms for other clients as part of program start-up services. Program forms may be needed for different steps of a project, including: application, project completion and acceptance, and possible follow-up inspections. The application form is the most important of all program forms because it serves as the agreement between the participating site and the Agency (and EcoTech) for the work to be completed. The **application** spells out the **terms and conditions** and includes the very important language for **liability waiver** and **hold-harmless** stipulations. Signatures are strongly recommended.

The liability and exposure from a plumbing retrofit program can be significantly higher due to the potential for water damage as a result of a retrofit. This is especially important in multi-level units with two or more floors of living dwellings. EcoTech is acutely aware of this liability and our installation team strives for a leak-free installation on every project.

Design and planning also apply to the selection of plumbing devices that will meet the performance and efficiency required by the Agency and the Grant. We will work with Agency staff to develop a list of approved plumbing devices to be used in the program, including high-efficiency toilets, showerheads, and faucet aerators. EcoTech will be installing water supply lines for toilet installations as needed - water supply lines are included at no extra charge. A list of in-kind services is included in the fee schedule section of our proposal.

We recommend promoting the Program on the Agency's website and also including the technical specification sheets or promotional sheets on the website for each of the plumbing products being offered through the Program.

EcoTech recommends a flapperless toilet product option to minimize the need for replacement parts in the future. EcoTech has successfully installed thousands of Niagara Stealth Toilets over the last fourteen years. However, EcoTech is willing to install other toilet product devices selected by the Agency as long as the product meets or exceeds performance and its cost is within budget.



ii. PROJECT UNDERSTANDING Continued

Installation Coordination: This task deals with the actual execution of replacing plumbing fixtures at multi-family dwellings and mobile home parks.

EcoTech has replaced thousands of toilets, showerheads, and other plumbing devices in the last 14 years. This section describes our understanding of the project, as well as a list of important considerations for the various project tasks.

Considerations for Replacement of Indoor Water-Using Fixtures

- For the purpose of pre-qualification, what is the minimum flush rate for toilets or age of toilets eligible for retrofit? What is the minimum flow rate for showerheads and aerators for eligibility?
- The age of the participating site is an important consideration. Older dwellings may still have galvanized metal piping in their plumbing system. Galvanized piping often increases the level of difficulty on a project.
- Is there a minimum or maximum number of toilets and other devices that the Program will allow per site?
- EcoTech and the Agency's Project Manager can discuss any other Program considerations.

Considerations for Preparing and Communicating with Each Site

- The proposed plumbing retrofits require that EcoTech technicians enter people's homes and restrooms and sometimes turn the water off to the dwelling. This type of retrofit requires proper planning, coordination and communication.
- Multi-family dwellings will require proper legal notice prior to entry to units and apartments. Building managers, owners, or landlords may not enter without proper notice.
- EcoTech shall develop a schedule that provides a look-ahead of at least one-month to program retrofits and ensure that property owners have sufficient time for review.

Considerations for Related Accessories Needed for Plumbing Retrofits

- In the case of toilets, EcoTech may have to repair toilet flanges which adds to the complexity of the retrofit. EcoTech may also have to replace the water supply line or flex line that provides water to each toilet.
- Other accessories are also available for showerhead installations and EcoTech can provide more information upon project start.



ii. PROJECT UNDERSTANDING Continued

Documentation: Let's begin with the end in mind. EcoTech starts every agency program with this statement. What are the required components of the final program report? Knowing what the end result needs to be and what a final report will need to include will provide the Agency and EcoTech the ability to design the work plan and list the required deliverables.

Considerations for Program Documentation

- Define the data and materials needed in the end (final report) in order to establish a list of deliverables. What customer data will be collected? How will the data be collected - in hardcopy form or electronic or both?
- EcoTech has used hardcopy and electronic data-gathering techniques. The Agency can provide its preference to EcoTech for which data-gathering method to use.
- When using hardcopy forms, EcoTech scans completed and signed forms and makes the forms available to Agency staff via a shared Google Drive folder. EcoTech can also use an Agency-provided file sharing service.
- Monthly reports by EcoTech. EcoTech shall prepare and submit monthly reports to San Bernardino Valley during the life of the program, typically at the end of each month. Monthly reports capture the activity per month and provides an on-going budget tracking tool to help in Program monitoring. EcoTech and the Agency can work together to design the metrics to include in each report.
- Monthly reports shall accompany monthly invoices. EcoTech and the Agency can also work together to make sure that EcoTech invoices provide the data required for the Program.
- Program forms. EcoTech has designed many program forms for various water agencies. Some of the documentation recommended for this program may include: Participation Agreement, Liability Waiver and Hold Harmless Agreement (which could be combined with the participation agreement), Post-Installation Agreement, and more. EcoTech will work with the Agency to develop the forms needed for this Program.

We hope that listing these considerations gives San Bernardino Valley the peace of mind that hiring EcoTech will result in a project that will be implemented successfully and professionally. EcoTech is much more than just a plumbing contractor - we pride ourselves in our project management skills and our understanding of water agency needs and grant requirements. The fast-tracked timeline of this Program doesn't allow for a long learning curve. This is why hiring EcoTech is a smart decision in meeting your objectives successfully and on time.



iii. PROJECT APPROACH

EcoTech's approach includes a detailed description of the tasks required for successful completion of the program along with an estimated timeline for each major task. The Project Schedule section of our proposal also provides a summary timeline of the major tasks.

San Bernardino Valley's timeline for Program completion is December 2026. This provides a timeline of seven (7) months to complete the Program. However, the first month is dedicated to program setup and design. This makes the construction timeline only six (6) months. Therefore, the average monthly spend must average approximately \$167,000 per month in order to expend all grant funds. If that number falls short in a given month, then the average for the remaining months must adjust higher accordingly.

Keeping the pipeline of new sites flowing with new project applications coming in will be a crucial step of the Program. The marketing and outreach are key in ensuring a continuous rate of plumbing retrofits at multi-family sites and mobile home parks. By the same metric, the Program should not pause for delays in mobilization or delays in retrofits caused by EcoTech. The momentum must be kept through the life of the Program.

This Program will require great communication, collaboration, and partnerships amongst San Bernardino Valley representatives, EcoTech, retail water agencies, cities, and other community

Program Kick-off Meeting - Week of May 18, 2026

EcoTech recommends a program kick-off meeting for key personnel to meet in person and to further discuss and define the Program's main objectives, work plan, and milestones. EcoTech proposes a monthly Program Management and Program Administration fee. This fee will cover the time needed for program coordination with Agency staff, program meetings, registration of facilities, and customer service.

The kick-off meeting is a great opportunity to establish communication protocols and schedules. EcoTech will prepare a meeting agenda to ensure every key point of the process is addressed. The meeting agenda shall be provided to Agency staff with ample anticipation for their input, changes, and additions.

Program Forms, Shared Database - By June 5, 2026

EcoTech will create an application form that will serve as a participation agreement between the Agency, EcoTech, and the site owner or manager. The application form shall list all the Program guidelines and terms and conditions, as well as liability waiver and hold-harmless sections. This participation agreement is designed to be executed prior to scheduling retrofits.



iii. PROJECT APPROACH Continued

Programs Forms, Shared Database - Continued

EcoTech shall develop a second form (Installation Form) to collect site data during indoor fixture retrofits. The form will collect general resident information per dwelling, as well as details of existing plumbing fixtures. Our team will make every effort to identify the existing flush volume for toilets and existing flow rate for showerheads and faucet aerators.

The installation form shall also collect the number of devices retrofitted, along with any necessary accessories and installation notes. EcoTech staff shall transfer data from the installation form to the reporting and tracking tool for quick and shared access.

In addition, EcoTech plans to utilize a site assessment form to collect site data for the purpose of plumbing work, including water shutoff, piping information, access, site contact(s), hours of operation, and more.

EcoTech shall create and share a Google Drive folder with Agency staff. The Agency has the option of using its own file-sharing service. A shared drive is essential for tracking participation and uploading participation agreements, installation forms, and more. Real-time data sharing is important, especially in a fast-tracked Program.

Assessment of Potential Sites - Starting Week of June 8, 2026

This Program targets multi-family dwellings as well as mobile home parks. EcoTech's approach assumes that the Agency may already have interested locations in queue to participate. If so, EcoTech is able to start scheduling site assessments as early as the second week of June 2026.

The initial assessment is helpful to gather site information prior to scheduling the installation day(s) for plumbing retrofits. This is only necessary for large complex units where plumbing work will extend past one (or several) days of installation work. Small complex units may not need a pre-installation site assessment.

One important and key aspect to note is that EcoTech must mobilize to secure plumbing products. This will start upon execution of the contract. Toilets, showerheads, and faucet aerators may not be readily available in large quantities at the exact time the contract is executed. This is why it is important to place product orders as soon as possible. Product availability may become a challenge, however, EcoTech will adapt and pivot to help keep the Program momentum and timeline.



iii. PROJECT APPROACH Continued

Plumbing Retrofits - Start week of June 29, 2026

EcoTech has the ability to carry out plumbing retrofits at multiple locations simultaneously. This allows our installation team to carry out a large number of services and reach a high volume of work. Installation workmanship and quality will not be sacrificed during the implementation of this fast-paced project.

Plumbing products are not manufactured to absolute perfection. We strive to select the best products available in the market to meet the performance requirements set by the Agency. In doing so, it is in the best interest of everyone involved to ensure that products selected will create minimal issues post-installation.

EcoTech has utilized Niagara Stealth toilets rated at 0.8 gallons per flush for many years. The quality of the product is reliable, and therefore, our proposal includes this model toilet. Niagara Stealth offers different configurations, including the standard Elongated model with a 12-inch rough-in. Also available are the Round models with a 12-inch and 10-inch rough-in models. These three models will allow for the retrofit of the majority of toilets.

The Program goals are ambitious, and EcoTech will strive to keep a constant momentum of plumbing installations taking place to ensure the monthly activity and budget milestones are met.

Progress Reports and Billing - At the End of Each Month

The shared Google Drive (or similar) for the Program will contain signed forms and other data for each site. The data will be available to Agency staff at all times. This backup data will be utilized to create monthly progress reports. Each monthly report will be presented in an Excel or Google Sheets format and will include customer information and activity per site, all compiled in one comprehensive report. The report will also include metrics and a running total of sites completed per Agency District, type of sites completed (multi-family and mobile home parks), devices retrofitted, budget spent and remaining, and more.

EcoTech recommends a bi-weekly virtual check-in meeting with Agency staff to check the status of the Program.

Program Completion - December 31, 2026

EcoTech can assist with completing a final Program report, as requested by the Agency.

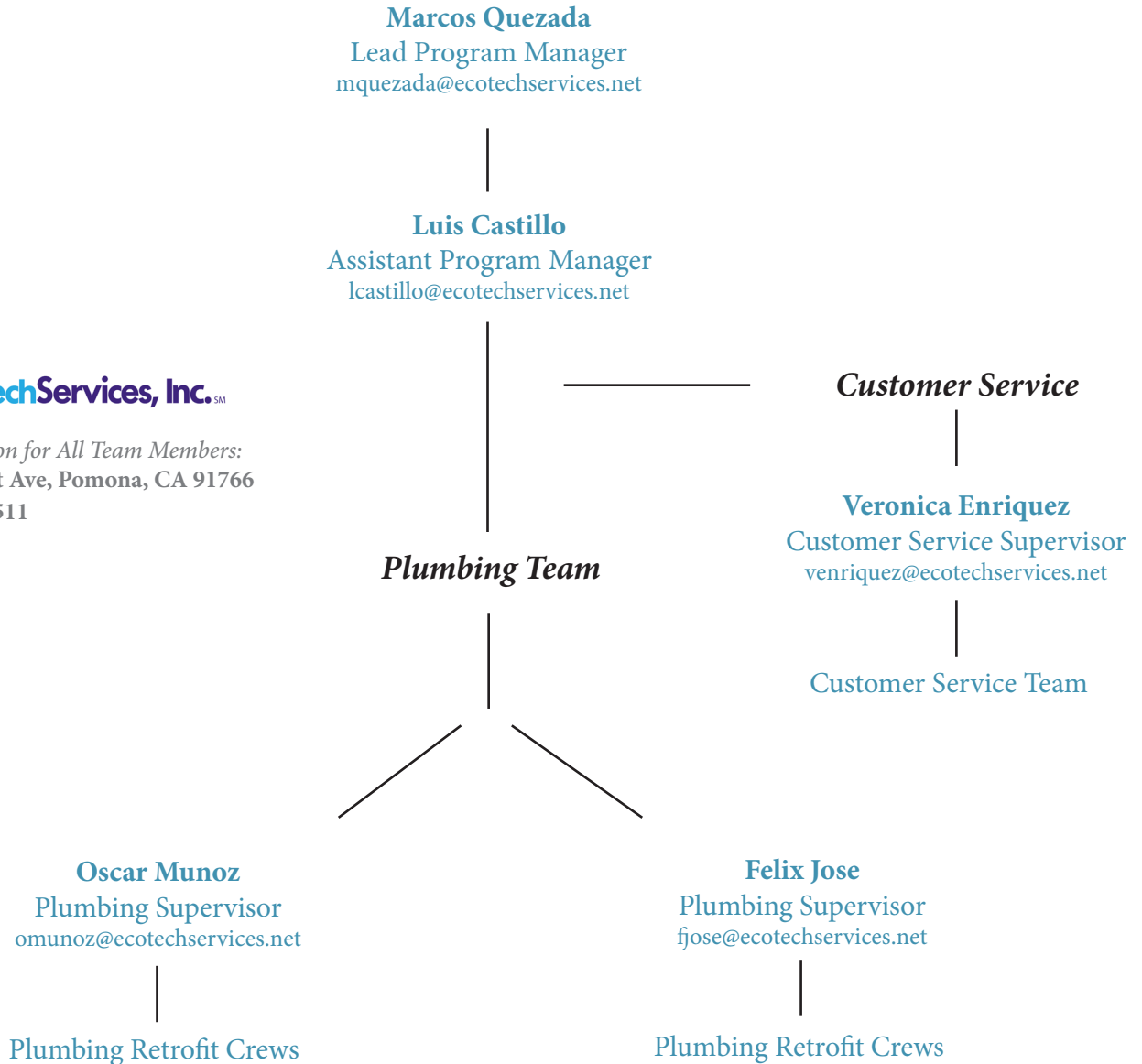


iv. ORGANIZATIONAL CHART

The chart below illustrates the EcoTech staff who will be actively working on the Program. The following page provides a statement of qualifications for each of the two top key personnel in the proposed team.

EcoTech's Program Management Team

 **EcoTechServices, Inc.**SM
Same Location for All Team Members:
1242 Transit Ave, Pomona, CA 91766
(626) 335-1511



v. PROJECT SCHEDULE

The Project Schedule listed below includes the same tasks described in the Project Approach section of this proposal. Please refer to the Project Approach for more information regarding each major task.

Description of Program Task	Timeline
<p>Execute Contract Contract Signatures, Certificates of Insurance, Vendor Setup</p>	<p><i>by May 19, 2026</i></p>
<p>Program Kickoff Meeting In-person meeting to discuss program goals & milestones</p>	<p><i>from May 20 to May 22, 2026</i></p>
<p>Program Forms & Shared Database EcoTech creates application form and sets up file-sharing Drive</p>	<p><i>by June 5, 2026</i></p>
<p>Initial Site Assessments Assess multi-family buildings and mobile home parks</p>	<p><i>Starting Week of June 8, 2026</i></p>
<p>Plumbing Retrofits Goal of Spending Approximately \$167,000 per month</p>	<p><i>July through December 2026</i></p>
<p>Bi-Weekly Status Update Meetings Virtual check-in meetings to review progress and milestones completed</p>	<p><i>Every 2 Weeks During Program</i></p>
<p>Progress Reports & Billing EcoTech to present activity report and invoice to Agency</p>	<p><i>At the End of Each Month</i></p>
<p>Program Completion Complete Plumbing Retrofits, Assist Agency with Final Program Report</p>	<p><i>December 31, 2026</i></p>



vi. ADDITIONAL INFORMATION

The following sections provide additional information to confirm why hiring EcoTech for the Indoor Water Fixture Direct Installation Program is the best decision for San Bernardino Valley.

Ready To Go

EcoTech is ready to start this project at a moment's notice. Mobilization time for EcoTech will be brief. We have the required insurance, sample forms, a file-sharing platform, and a successful process in place for quick mobilization.

Familiarity with Agency's Service Area

EcoTech has completed landscape projects within San Bernardino Valley, including work for East Valley Water District (Toilet Giveaway Programs) and also in the City of Fontana (Toilet Installation Program). Our office is in close proximity. We're also familiar with the boundaries of each of the Agency's five districts, in case Program tracking by district is necessary.

DIR Labor Compliance

EcoTech has been working prevailing wage jobs for over ten years. Other contractors may be registered with DIR, but may not have the experience and knowledge EcoTech offers in labor compliance.

Follow-Through

EcoTech provides excellent follow-through in every project we install. Our goal is to have a positive experience for every program participant. Communication is key for program success and follow-through with any issues that may arise is very important to us.

Clear Understanding of Program Objectives

Water conservation is not the only objective of this program. There are other important goals and objectives that must be met in order to consider this program successful. EcoTech's project understanding and project approach list key elements to consider at every step of the Program.

Customer Service

EcoTech is much more than a typical plumbing company. EcoTech offers a customer service team to make sure no participant is left behind. Our customer service team will update the shared online tracker so that Agency staff can see the participation status for each participant at any time.

Community Partnerships and Helping Local Businesses

EcoTech understands the importance of collaborating with the local community and forming partnerships. We plan to work with Agency staff to identify local partners and suppliers.



vii. FEE SCHEDULE - INDOOR WATER FIXTURE - PLUMBING

Project Start Up & Project Management

Initial Support <i>Program Planning, Program Forms, Reporting Tools, Shared Drive, etc. - One Time Fee</i>	\$3,000
Project Management & Administration - Monthly Fee, Estimated 6 Months <i>Includes Program Management, Customer Service and Program Administration</i>	\$2,500 per Month
Project Mobilization - Plumbing Fixtures Procurement, Billed at Agreement Execution <i>*Up to Twenty Percent of the Mobilization Amount to be Discounted in Each Monthly Billing. To be managed as a deposit paid to EcoTech for services to be rendered</i>	\$100,000*

Plumbing Retrofits per Device

Dispatch Fee - Per Location per Day (not per individual dwelling units) <i>Applies to Site Assessments (Large Complex) and Installation Date Dispatch</i>	\$300 per Location per Day
Ultra-High-Efficiency Toilet <i>Includes Product & Labor. Niagara Stealth Toilet or Equivalent Product</i>	\$700 per Toilet
Low Flow Showerhead - Includes Product & Labor. Models to be Decided	\$75 per Showerhead
Low Flow Faucet Aerator - Includes Product & Labor. Models to be Decided	\$50 per Aerator

Subcontractors and Other Costs

Subcontractors - 15% Mark Up on Top of Plumbing Rates Above <i>EcoTech to hire subcontractors only when necessary. District must approve all subcontractors.</i>	15%
Old Toilet Disposal	\$95 per Toilet
Angle Stop Valve - Installed as Needed	\$150 per Valve
Flange Repair - Connector at Toilet Drain Line - Installed as Needed	\$450 per Flange
Water Supply Line - Flex Line - Installed as Needed	Free - Included
Fuel Cost Recovery Charge - 3% Fuel Surcharge on Construction Tasks <i>Baseline set at \$4.50 per gallon. Surcharge applies while average gas prices remain above baseline</i>	3%



vii. FEE SCHEDULE - Sample Budget Scenario

Implementation of this Program comes with many assumptions and unknowns because specific project locations and designs are not yet available. EcoTech hereby provides the following budget scenario based on the budget amount of \$1 million grant referenced in the RFQ.

The cost for initial support and monthly project management and administration during the Program is estimated at \$18,000. A budget for contingencies is recommended at \$20,000. This means that a budget of \$962,000 is estimated for plumbing device retrofits.

Sample Budget Scenario

Task Description	Subtotal Cost	% of Total	
Initial Support	\$3,000	0.30%	
Program Management & Administration <i>6 Months @ \$2,500 per month</i>	\$15,000	1.50%	
Contingencies <i>Budget for Unforeseen Program Expenses</i>	\$20,000	2.00%	
Device Retrofits			
Dispatch Fees	\$48,100	4.81%	160 Locations
Ultra High-Efficiency Toilets	\$721,500	72.15%	1,031 Toilets
Showerheads	\$67,340	6.73%	898 Showerheads
Faucet Aerators	\$48,100	4.81%	962 Aerators
Flange Repair	\$38,480	3.85%	86 Flanges
Angle Stop Valves	\$38,480	3.85%	171 Valves
Totals	\$1,000,000	100%	

The sample budget scenario provided here is only an assumption and best estimate based on previous project experience. The actual number of devices to retrofit in the Program will depend on site-specific conditions.



vii. FEE SCHEDULE - DIR Wage Determination Form

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL PLUMBER

RESIDENTIAL DETERMINATION: R-204-X-6-2025-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: June 30, 2026*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plumber	48.83 ¹
Residential Pre-Trainee ²	24.53 ¹
Residential Trainee 1 ²	24.53 ¹
Residential Trainee 2 ²	31.04 ¹
Residential Trainee 3 ²	37.49 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments: Residential Plumber	Amount
Health & Welfare:	\$9.36 per hour worked

Indicates an apprenticeable craft. There are no separate residential apprentice wage rates for this determination. To obtain corresponding apprentice wage rates, please refer to the [General Prevailing Wage Apprentice Determinations](https://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<https://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

¹ Includes an amount (\$1.95) withheld for dues check-off that is not factored into overtime and an amount for Vacation (\$2.73 for Plumber and \$1.07 for Pre-Trainee and Trainee classifications) that is factored at 1.5 times for all Overtime (even Double Time).

² One (1) Trainee may be employed for every one (1) Residential Plumber.

(Continued)



vii. FEE SCHEDULE - DIR Wage Determination Form Page 2

Residential Determination: R-204-X-6-2025-1
 Residential Plumber
 Page 2 of 3

Employer Payments: Residential Plumber	Amount
Pension:	\$11.05 per hour worked ³
Training:	\$2.32 per hour worked
Other:	\$1.60 per hour worked

Employer Payments: Residential Pre-Trainee	Amount
Pension:	\$0.90 per hour worked
Training:	\$2.25 per hour worked
Other:	\$1.60 per hour worked

Employer Payments: Residential Trainee 1	Amount
Health & Welfare:	\$9.86 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$2.25 per hour worked
Other:	\$1.60 per hour worked

Employer Payments: Residential Trainee 2	Amount
Health & Welfare:	\$9.86 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$2.28 per hour worked
Other:	\$1.60 per hour worked

Employer Payments: Residential Trainee 3	Amount
Health & Welfare:	\$9.86 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$2.32 per hour worked
Other:	\$1.60 per hour worked

PREDETERMINED INCREASE(S):

There are no predetermined increases applicable to this determination.

³ Includes \$0.90 for National Pension.

(Continued)



vii. FEE SCHEDULE - DIR Wage Determination Form Page 3

*Residential Determination: R-204-X-6-2025-1
Residential Plumber
Page 3 of 3*

STRAIGHT TIME HOURS:

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

All hours worked over eight (8) hours a day and all hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All hours worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



APPENDIX

Qualifications

Licenses

Certificates

Resumes

Experience Evidence

**Required Form: Statement of Qualifications
and Ability to Undertake the Project**



LICENSE: CSLB Licensed Contractor, C27 Landscaping

STATE OF CALIFORNIA

 **CONTRACTORS STATE LICENSE BOARD**

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ECOTECH SERVICES INC
License Number 988204

to engage in the business or act in the capacity of a contractor in the following classifications:

C27 - LANDSCAPING
C36 - PLUMBING

Witness my hand and seal this day,
September 15, 2016

Issued November 5, 2013



Agustin "Augie" Beltran, Board Chair





Cindi A. Christenson, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

13L-24 (REV 03/15) OSP 15 136646
AUDIT NO: 614971



RESUMES: KEY PERSONNEL

Marcos Quezada, Program Manager

Statement of Qualifications

Mr. Quezada has been actively involved in the landscape, irrigation and water conservation industries since the early 90's. He has worked almost every aspect and facet within each of those industries, including irrigation design, landscape construction, instructor, technical advisor, project manager and business owner.

Mr. Quezada started his career in water conservation in 1997 as an instructor and technical advisor for the conservation team at Metropolitan Water District. In 1999, Mr. Quezada became an authorized instructor for the Irrigation Association, for whom he was able to teach throughout the United States and Puerto Rico.

In 2001, Mr. Quezada co-founded WaterWise Consulting, Inc. to provide water conservation services, including irrigation audits, commercial audits, residential water surveys, landscape workshops, and other related services. Mr. Quezada continues to be active on the Board of Directors for WaterWise. In 2012, Mr. Quezada created EcoTech Services, Inc. to focus on direct-installation services for plumbing and landscaping upgrades to help wholesale and retail water agencies with the implementation of water-use efficiency programs.

For the proposed Indoor Water Fixture Direct Installation Program, Mr. Quezada will serve as the Lead Program Manager on behalf of EcoTech. Mr. Quezada will be the primary point of contact for Agency personnel for topics related to overall program design, program management, and budget tracking.

Luis Castillo, Assistant Program Manager

Statement of Qualifications

Mr. Castillo started his career in water conservation in 2016 as a field technician for EcoTech. Mr. Castillo quickly moved up the ranks and was responsible for implementing water-use efficiency programs related to plumbing conversions, including toilet giveaway events and toilet installation programs. Mr. Castillo expanded his knowledge to the landscape industry and was responsible for completing a large number of residential turf removal projects for the Santa Ana Watershed Project Authority.

Mr. Castillo was recently promoted to Operations Manager at EcoTech. In this position, Mr. Castillo is in charge of managing the team of EcoTech field technicians, as well as managing various water agency programs. Mr. Castillo currently manages various plumbing retrofit programs for local water retailers. For the proposed plumbing program, Mr. Castillo will serve as Assistant Program Manager. In this capacity, Mr. Castillo will handle and manage day-to-day planning and logistics and coordinate with EcoTech's Plumbing Supervisors, as well as with EcoTech's customer service team.



EXPERIENCE EVIDENCE - Project References

Client: California Association of Mutual Water Companies

Contact: Susan Allen

Title: Member Services Director

Phone: 714-709-4040

Email: susan@calmutuals.org

Prime: Prime, No Subcontractors

Water Conservation Assistance Program, 2025-2026

EcoTech worked with the California Association of Mutual Water Companies to target water systems in urban and rural areas of Southern California. This project included the installation of high-efficiency toilets and showerheads. This program targeted multi-family and single-family dwellings, as well as a hotel. This was a prevailing wage contract.

EcoTech was able to cover water systems as far North as Bakersfield and small systems in the San Bernardino mountains. Our installation team traveled to areas of Big Bear, Idyllwild, and other remote mountain communities. The program also included urban areas of Bellflower and El Monte in the San Gabriel Valley.

Client: Fontana Water Company

Contact: Patrick Soto

Title: Conservation Specialist

Phone: (909) 201-7391

Email: pjsoto@fontanawater.com

Prime: Prime, No Subcontractors

Toilet Delivery & Installation Program, Ongoing

EcoTech has been working with the Fontana Water Company for over ten years implementing the Toilet Delivery & Installation Program. This program targets single-family dwellings in the City of Fontana.

EcoTech is responsible for registering customers to the Program and scheduling dispatch routes. Our team has delivered and installed thousands of toilets under this program. EcoTech works with the client on outreach and marketing efforts as well as program reporting.

Client: Inland Empire Utilities Agency

Contact: Christopher Garcia

Title: Senior Water Resources Analyst

Phone: 909-993-1789

Email: cgarcia@ieua.org

Prime: Prime, No Subcontractors

Pressure Reducing Valve Program, 2018 to 2025

EcoTech implemented a Pressure Reducing Valve (PRV) Program for the Inland Empire Utilities Agency from 2018 through 2025. This program targeted single-family dwellings in the Inland Empire, including Fontana.

EcoTech was responsible for retrofitting and/or replacing faulty PRVs to reduce water pressure to normal operating conditions, and thereby reducing flow and water consumption. This project involved prevailing wage requirements.



Statement of Qualifications & Ability to Undertake Project

Respondent's Statement of Qualifications and Ability to Undertake the Project

The Respondent must complete, sign, and return this statement of qualifications and ability to undertake this project in accordance with Agency's Standard Agreement as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submissions. Failure to sign and return this form will subject the submittal to disqualification.

The Respondent will disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

The signer declares under penalty of perjury that she/he is authorized to sign this Respondent's Statement of Qualifications and Ability to Undertake the Project.

Respondent's Name: ECOTECH SERVICES, INC.

Identify each person who owns at least 25% of the Respondent's business entity by name:

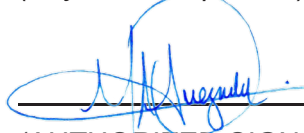
Marcos Quezada, 50%
(Name)

Armando Salas, 50%
(Name)

Submitted and Certified By:

Marcos Quezada
(Authorized Signer's Name)
1242 Transit Ave
(Street Address)
Pomona, CA 91766
(City, State, Zip Code)

President
(Title)
626-335-1511
(Telephone Number)
N/A
(Fax Number)


(AUTHORIZED SIGNATURE)

April 24, 2026
(DATE)





EcoTech Services, Inc.

PROPOSAL



**SAN BERNARDINO
VALLEY** | A REGIONAL WATER
AGENCY SINCE 1954

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

TURF REMOVAL AND REPLACEMENT - DIRECT INSTALLATION PROGRAM

April 24, 2026



EcoTech Services, Inc.
1242 Transit Ave
Pomona, CA 91766

OFFEROR IDENTIFICATION



1242 Transit Ave
Pomona, CA 91766
www.ecotechservices.net

Type of Business: C-Corporation / California

Federal Tax Identification Number: 45-4731434

California DIR Registration Number: 1000019966

Contractor License Number: 988204, C27 Landscape & C36 Plumbing

THE ECOTECH ADVANTAGE

- Turnkey Program Solutions
- Dedicated Manager Assigned to Program
- Fully Staffed Customer Service Department
- Certified Field Technicians
- Company Uniforms
- Branded Fleet Vehicles
- Dependable Track Record
- Great Safety Record - Low ExMod / EMR

EcoTech has a proven track record. EcoTech has direct experience implementing this same type of program for wholesale and retail water agencies. EcoTech has converted hundreds of thousands of square feet of turfgrass into climate appropriate landscaping in the last 14 years. Our team brings a great deal of experience working with cities, school districts, and commercial landscapes in Southern California. We understand that we are the “face” of the agency in the field and San Bernardino Valley will be professionally and consistently represented in the field.



i. TABLE OF CONTENTS

San Bernardino Valley Municipal Water District

Turf Removal and Replacement Direct Installation Program

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EXECUTIVE SUMMARY LETTER

April 24, 2026

Kelly Malloy
Strategic Communications Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Dear Ms. Malloy:

EcoTech Services, Inc. (EcoTech) is proud to submit this proposal to San Bernardino Valley Municipal Water District (District) for the implementation of the Turf Removal and Replacement Direct Installation Program. EcoTech has direct relevant experience having successfully executed similar projects for other wholesale and retail water agencies in Southern California.

EcoTech provides a turnkey solution that integrates program management, design, outreach, and construction under one contract—reducing administrative burden on District staff while ensuring accountability and performance.

EcoTech hereby affirms that it can legally conduct business within the Agency's service area. EcoTech has not colluded in any fashion with other respondents which would restrict or eliminate competition. No employee, official, or member of San Bernardino Valley Municipal Water District has a material or monetary interest in EcoTech's Statement of Qualifications and Ability to Undertake the Project. EcoTech is not aware of any other actual or potential conflict of interest for the project proposed for implementation.

I am authorized to bind my company to this proposal, which includes the facts and figures herein. EcoTech confirms that no conflicts of interest exist with the District. This proposal is a firm offer valid for sixty (60) days from the date submitted. The price specified remains firm and irrevocable during this timeframe.

Sincerely,



Marcos Quezada
President
EcoTech Services, Inc.



(626) 335-1500



info@ecotechservices.net



1242 Transit Ave.,
Pomona, CA 91766

ii. PROJECT UNDERSTANDING

San Bernardino Valley will be implementing a Turf Removal and Replacement project within its service territory. This project will include the conversion of turf areas in multi-family, homeowner association zones and/or mobile home parks to drought-tolerant landscaping to reduce outdoor water consumption. This project is funded by a Drought Resiliency Grant from the California Department of Water Resources. This means that prevailing wage labor laws shall apply using California Department of Industrial Relations (DIR) rules and regulations. EcoTech has worked numerous projects involving grant funding and certified payroll.

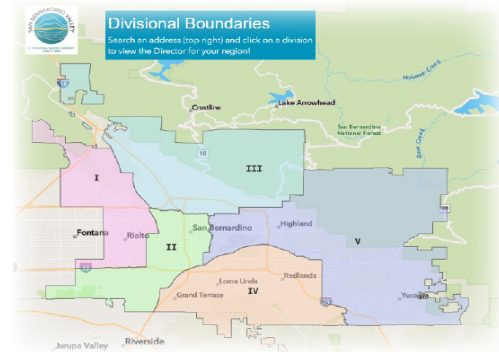
The proposed timeline for this project is May of 2026 through December of 2026. EcoTech is accustomed to administering slow and fast-paced projects alike. We are large enough to get the work completed, yet, we are small enough to pay attention to the minor details and to adapt quickly to changes and challenges that may arise. EcoTech is fully aware of the fast-tracked timeline and we commit to the successful completion of the project. We have included a detailed timeline based on square footage of turfgrass to be converted per month.

We understand the need for San Bernardino Valley to carefully administer and spend the 2 million dollar grant. This grant budget amount allows EcoTech to estimate the equivalent amount of square feet of turfgrass that can be removed and converted to climate-appropriate landscaping. Based on our estimate and proposed fees, EcoTech would be able to remove approximately 110,800 square feet of turfgrass.

One key consideration is whether grant funds will be allocated toward Agency-led project management, or if those services will be provided as in-kind contributions. This distinction may impact the total available budget for construction and, consequently, the total square footage that can be converted. We are mindful that project management is time-consuming and we'll need clarification if a percentage or amount will be deducted from the budget for management of the grant itself by Agency staff. This won't affect our proposed rate per square foot, but it may impact the total square footage EcoTech is able to convert (if there is less budget available).

EcoTech is not only a landscape contractor. We are a water conservation contractor. EcoTech has been working with wholesale and retail water agencies for over 14 years. We understand the hierarchy of agencies in the water industry. We understand the needs and challenges that this project will bring. Having experience working similar projects makes us better prepared to foresee and prevent issues and losses.

We understand that in some cases, and Agency's Board, may request the most equitable distribution of sites or square footage to be converted per District. EcoTech has worked many programs where this objective drives targeted outreach and marketing, as well as program implementation, reporting, and tracking. EcoTech is familiar with the five Districts represented by the Board. If necessary, our team will work with San Bernardino Valley's Project Manager to formulate a plan that spreads the work and budget as evenly as possible amongst the five Districts.



ii. PROJECT UNDERSTANDING Continued

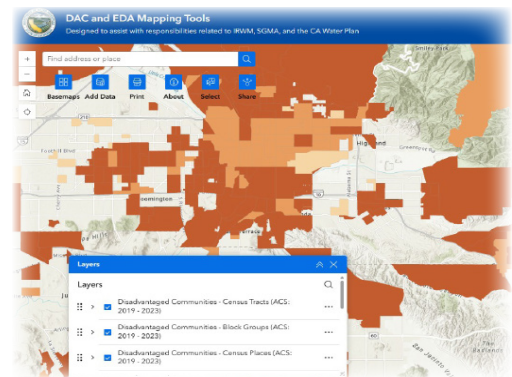
EcoTech understands that the proposed project does not only include turf conversion, rather, the Agency aims at implementing a comprehensive water conservation initiative that will include a broad range of tasks from beginning to end.

Our team is ready to successfully provide the tasks and activities as described in the RFQ.

Turf Removal & Replacement: EcoTech will oversee and execute the conversion of turf areas to drought-tolerant landscaping in multi-family, homeowner association areas and/or mobile home parks. Additional Support from EcoTech shall include:

Identification & Outreach: EcoTech will work with the Agency's Project Manager to create an outreach plan to work with local water retailers and other stakeholders to identify and communicate with eligible locations. Our team is aware that this project targets residential and commercial sites.

We are experienced in working DAC programs (**Disadvantaged Community Areas**) for multiple water industry clients. EcoTech has supported outreach efforts by utilizing California Department of Water Resources mapping tools to identify Disadvantaged Communities (DACs) based on census tracts, block groups, and related metrics. A sizable portion of the Agency's service area is situated within the eligible DAC classification as shown on the map.



EcoTech will work with the Agency's Project Manager to develop a marketing plan, which will include developing a list of potential turf conversion candidates. The list may be developed by working closely with water retailers and local stakeholders. We understand that San Bernardino Valley is not a direct water retailer; therefore, collaboration with its client agencies will be crucial at every step of the way.

EcoTech has developed marketing materials, including flyers, postcards, letters, and more for other water-use efficiency programs. This service is offered as optional in case the Agency needs assistance with graphic design services.

EcoTech will work with the Agency's Project Manager to create a specific work plan in which we shall identify the participation guidelines for the program. Participation guidelines and restrictions may include a minimum and maximum number of square feet per site (or per water meter), condition of existing turfgrass, condition of existing irrigation system, replacement projects already underway, and more. In addition to establishing participation guidelines, EcoTech will assist in developing a list of post-installation responsibilities for each participating site. Post-installation responsibilities may include the number of years the new landscape must remain in place (usually 5 years), maintenance and upkeep, education and training opportunities, and more.



ii. PROJECT UNDERSTANDING Continued

Design & Planning: Design and planning can apply to various stages of the proposed project. At the beginning, design and planning is required to formulate a specific work plan (scope of work). EcoTech will work with the Agency's project team to create a plan that will show the steps and process of implementation and the tasks and responsibilities to be attributed to Agency staff and EcoTech's team. This includes initial site contact, customer tracking, monthly reporting, schedule for project management meetings, shared access to database and folders, and much more.

Another facet of design and planning is the creation of program forms, including digital and hardcopy. EcoTech has developed program forms for other clients as part of program start-up services. Program forms may be needed for different steps of a project, including: application, project completion and acceptance, and possible follow-up inspections. The application form is the most important of all program forms because it serves as the agreement between the participating site and the Agency (and EcoTech) for the work to be completed. The **application** spells out the **terms and conditions** and includes the very important language for **liability waiver** and **hold-harmless** stipulations. Signatures are strongly recommended.

Design and planning also apply to actual landscape designs, drawings, details, and specifications. EcoTech has an in-house design team ready to create design templates and site-specific designs. The proposed project targets residential and commercial properties. EcoTech recommends developing design templates for residential participants showing different design styles. Design templates help homeowners visualize the look of a garden allowing participants to select a theme for their own property. Agency staff can decide the various themes, such as colorful pollinator garden, low maintenance succulent, modern, Spanish-style, rock garden, formal, and others. Design templates can be made available at the Agency's website.

Upon selection of the preferred design style, EcoTech's garden designer will create a site specific design using the actual dimensions and landscape elements of each participating home. Before creating a site-specific design, our team will visit and evaluate to gather site information.

The design process for commercial participants may be different. Design templates may or may not be desired or needed. Photos of sample conversion projects are very helpful. Designs for commercial sites may require more customization depending on the location and current landscape conditions. Residential yards are very similar, which makes design templates more useful, but commercial job sites are very different from one another. Our design team will create a custom design for each commercial site based on the current site's landscape conditions and needs.

Some landscape design elements and qualifying criteria to consider in the process:

For Residential

- Minimum and maximum eligible square footage
- Eligibility: front yard, side & back yards, parkway
- Stormwater capture onsite, minimum number of plants, native plants, drip irrigation
- Firescaping - design with fire hazard in mind
- Design size 11 X 17, simpler design

For Commercial

- In addition to Residential list, also consider:
- Professional CAD drawings
- MWELo requirements by different cities
- Maintenance considerations long term
- Include Details and Specifications
- Design size 24 X 36, more complex



ii. PROJECT UNDERSTANDING Continued

Implementation & Oversight: This task deals with the actual execution of removing turfgrass and the installation of new landscaping and irrigation.

EcoTech has removed grass from hundreds of landscapes and transformed to climate-appropriate landscaping in the last 14 years. This section describes our understanding of the project, as well as a list of important considerations for the various project tasks.

Considerations for Removal of Turfgrass

- Will the program allow for spraying of herbicide, such as Roundup or similar? A chemical herbicide may offer the most effective turf kill. It is important to ensure that the Contractor has a current Qualified Applicator License by the California Department of Pesticide Regulation. This will help ensure that the Contractor is following safe application protocols.
- Nut Sedge Grass and Devil's Grass - Some of the most obnoxious weeds in the landscape. Sedgehammer and Roundup are recommended for these two weeds, respectively.
- DigAlert - The contractor must contact DigAlert prior to turf removal to ensure the project areas are marked for utilities.
- Rocky soils of the San Bernardino Valley may provide an opportunity to incorporate rocks found onsite to create a rock swale or stormwater feature in the same landscape.
- The existing irrigation system zones may define the turf areas to be removed. Irrigation system coverage of any remaining turf areas may set the project area limits.
- EcoTech and the Agency's Project Manager can discuss any other turf removal considerations.

Considerations for Site Preparation

- Amend backfill soil with organic compost. This is especially important for soils that are lacking organic matter in their composition. Organic matter helps retain moisture in sandy soils and it helps in breaking up heavy clay soils thereby improving drainage.
- Contractor must provide proper grading of the terrain to ensure water moves away from structures during rainfall, however, attempt to retain rainwater within the garden by creating swales, dry riverbeds, rock gardens, and similar as part of the design.
- For large residential and commercial projects, the local cities may require for the property owner and/or contractor to submit designs to planning department to comply with the Model Water Efficiency Landscape Ordinance (MWELo). This step requires fees to be paid to the local city for plan review. Planning review fees vary, but could cost more than \$5,000 in some cases.
- Projects that require MWELo plan review will also require a soil test to identify specific soil amendment recommendations before planting.



ii. PROJECT UNDERSTANDING Continued

Considerations for Irrigation System Installation

- Will the program allow participation to sites that are currently hand-watering? This is risky because if the a new landscape is installed, there is no guarantee the plants will survive if there is no automatic irrigation in place. Will the Agency allow for a new irrigation system to be installed, even if the site didn't have an existing irrigation system in place?
- Will the project include installation of new valves? Some point of connections may only have galvanized (metal) pipe available. Connecting to, or working with, galvanized pipe can complicate a project significantly.
- Will the program provide a new weather-based irrigation controller to each participating site? What types of controllers are allowed or preferred for residential and commercial applications.
- Allow for drip system to deliver irrigation water directly to the base of each plant using drip rings or similar. 1 and 5 gallon container plants require one drip ring at the base. 15 gallon container plants and trees require double-rings, to be placed at base and outer perimeter.
- Grid layout of drip tubing can be utilized for groundcover areas where irrigation water is needed over an area, as opposed to a single point (point source).
- EcoTech will leave samples of irrigation supplies with site owners. Our team will also provide onsite training to site owners or site managers for proper maintenance of the irrigation system. This includes training for the operation of the new irrigation controller (if a new controller was installed).

Considerations for Planting and Mulching

- EcoTech will make every effort to avoid water and nutrient stress on existing trees. Established trees may be accustomed to turf irrigation, therefore, supplemental watering shall be provided during construction. The new irrigation system shall include irrigation of existing trees as required.
- EcoTech to provide fertilizer tablets for each planting per fertilizer recommendations. Fertilizer tablets are helpful in providing nutrients for root development and plant establishment.
- Planting holes and plant positioning inside planting hole shall follow industry standards for depth and width of planting hole, as well as specifications for soil backfill. EcoTech will ensure plants are not planted too deep or too shallow and allow room for finished grade of organic mulch or inorganic DG or gravel.
- EcoTech shall stake newly planted trees following industry-approved standards.



ii. PROJECT UNDERSTANDING Continued

Considerations for Landscape Features

- Organic mulch is typically the standard soil cover for turf removal projects. The Agency has the option of offering other soil covers such as decomposed granite (DG) and gravel. DG and gravel materials cost more per square foot.
- Other landscape features to consider include: flagstone, concrete pavers, boulders, rain barrels, and more. EcoTech will meet with the Agency's Project Manager to define the landscape features that will be included in this project.

Considerations for Property Owners

- Will the San Bernardino Valley allow the contractor to do extra work for homeowners outside of the scope of work? For example, say the project only covers front yards, but a homeowner has an area in the backyard that he or she wants to upgrade separate from the project. Will the Agency allow the homeowner and contractor to set up a separate work agreement between them? In this kind of situation, it has to be very clear to everyone that any agreement outside of the project is completely separate and it carries no liability to the Agency.
- If additional work takes place between the contractor and the program participant - work that is separate from the project, it needs to be established that extra work cannot create a delay in the Agency's timeline. This is especially important considering the fast-tracked timeline the project requires.
- Upgrades is another topic of consideration. Property owners may want to upgrade a certain aspect of their project. Some examples of possible upgrades include: soil cover using DG instead of mulch, incorporating flagstone into the design, using larger boulders or special color rock, increasing the size of possible river-bed rock swale, using larger container plants for quicker establishment, and more. Will the Agency allow property owners to pay the contractor directly for upgrades?

EcoTech will work with the Agency's Project Manager to create a work plan specific to the requirements of the grant and the goals of the Agency. Our work crews have renovated hundreds of turf-removal projects in both residential and commercial sectors. EcoTech has the staffing and equipment available to meet the demands of this project.

The following section covers our understanding of the Documentation aspect of the program, for it is vital to the success of the program and in meeting the requirements of the grant.



ii. PROJECT UNDERSTANDING Continued

Documentation: Let's begin with the end in mind. EcoTech starts every agency program with this statement. What are the required components of the final program report? Knowing what the end result needs to be and what a final report will need to include will provide the Agency and EcoTech the ability to design the work plan and list the required deliverables.

For clarity, the overall effort will be referred to as the “Program,” while individual sites will be referred to as “Projects.” This may help in differentiating between the two common words of program and project.

Considerations for Program Documentation

- Define the data and materials needed in the end (final report) in order to establish a list of deliverables. What customer data will be collected? How will the data be collected - in hardcopy form or electronic or both?
- EcoTech has used hardcopy and electronic data-gathering techniques. EcoTech typically collects photos of each site to show the before and after each renovation, as well as during construction.
- When using hardcopy forms, EcoTech scans completed and signed forms and makes the forms available to Agency staff via a shared Google Drive folder. EcoTech can also use an Agency-provided file sharing service.
- Monthly reports by EcoTech. EcoTech shall prepare and submit monthly reports to San Bernardino Valley during the life of the program, typically at the end of each month. Monthly reports capture the activity per month and provides an on-going budget tracking tool to help in Program monitoring. EcoTech and the Agency can work together to design the metrics to include in each report.
- Monthly reports shall accompany monthly invoices. EcoTech and the Agency can also work together to make sure that EcoTech invoices provide the data required for the Program.
- Program forms. EcoTech has designed many program forms for various water agencies. Some of the documentation recommended for this program may include: Participation Agreement, Liability Waiver and Hold Harmless Agreement (which could be combined with the participation agreement), Post-Installation Agreement, and more. EcoTech will work with the Agency to develop the forms needed for this Program.

We hope that listing these considerations gives San Bernardino Valley the peace of mind that hiring EcoTech will result in a project that will be implemented successfully and professionally. EcoTech is much more than just a landscape contractor - we pride ourselves in our project management skills and our understanding of water agency needs and grant requirements. The fast-tracked timeline of this Program doesn't allow for a long learning curve. This is why hiring EcoTech is a smart decision in meeting your objectives successfully and on time.



iii. PROJECT APPROACH

EcoTech’s approach includes a detailed description of the tasks required for successful completion of the program along with an estimated timeline for each major task. The Project Schedule section of our proposal also provides a summary timeline of the major tasks.

Based on our proposed fee schedule, EcoTech estimates the removal and renovation of approximately 110,800 square feet of non-functional turfgrass. San Bernardino Valley’s timeline for Program completion is December 2026. This provides a timeline of seven (7) months to complete the Program. However, the first month is dedicated to program setup and design. This makes the construction timeline only six (6) months. Therefore, the average monthly area of turfgrass to remove must be at least 18,500 square feet per month. If that number is not reached in a given month, then the average for the remaining months must adjust higher accordingly.

Keeping the pipeline of new sites flowing with new project applications coming in will be a crucial step of the Program. The marketing and outreach are key in ensuring a continuous rate of design and construction activity. Ideally, the Program should not pause for the purpose of waiting to enroll more participants. By the same metric, the Program should not pause for delays in design and construction caused by EcoTech.

This Program will require great communication, collaboration, and partnerships amongst San Bernardino Valley representatives, EcoTech, retail water agencies, cities, and other community groups.

Program Kick-off Meeting - Week of May 18, 2026

EcoTech recommends a program kick-off meeting for key personnel to meet in person and to further discuss and define the Program’s main objectives, work plan, and milestones. The kick-off meeting is a great opportunity to establish communication protocols and schedules.

EcoTech will prepare a meeting agenda to ensure every key point of the process is addressed. The meeting agenda shall be provided to Agency staff with ample anticipation for their input, changes, and additions.

Residential Landscape Design Templates - By June 5, 2026

EcoTech recommends creating between three and five design templates that can be used for marketing purposes and to help homeowners select the design look they prefer. EcoTech will create the design templates with input from Agency staff and any other local resource recommended by the Agency, such as a local community garden.

Design templates will be available in PDF format for easy upload to the Agency’s website. EcoTech’s design team will also have hardcopy designs available during site assessments to discuss design options with each program applicant.



iii. PROJECT APPROACH Continued

Program Forms, Shared Database - By June 5, 2026

EcoTech will create at least two program forms to be used at different stages of each project. EcoTech recommends a participation/application agreement. This form will outline the participation guidelines and describe what the Program includes and excludes. The participation/application agreement will also include liability waiver and hold-harmless language to protect the Agency, EcoTech, and their representatives.

The second form EcoTech shall create is a project completion verification or acceptance by participant. This form is important in order to ensure the participant acknowledges the completion of the construction project. The form should also include language that the participant commits to maintaining the new landscape and to keep it in place for a minimum of five years (or another timeline selected by the Agency).

EcoTech shall create and share a Google Drive folder with Agency staff. The Agency has the option of using its own file-sharing service. A shared drive is essential for tracking participation and uploading forms, photos, designs, and more. Real-time data sharing is important, especially in a fast-tracked Program.

Initial Site Assessments and Designs - Starting Week of June 8, 2026

This Program targets residential and commercial sectors. EcoTech's approach assumes that the Agency may already have residential and commercial locations in queue to participate. If so, EcoTech is able to start scheduling site assessments as early as the second week of June 2026.

The initial assessment includes a meeting by EcoTech's designer with a site representative(s). EcoTech's designer shall collect site information and interview the participant to gather ideas in preparation for completing a landscape design specific to each property. The design templates will assist with residential projects, while a more custom approach can be used with commercial sites.

Residential landscape designs will be completed within one week of the assessment date. Commercial designs drafts shall be completed within two weeks of the assessment date. Please note that commercial designs need more time to review and approval.

Residential and commercial designs that must go through a city's planning department for the purpose of the Model Water Efficiency Landscape Ordinance (MWELO) will take much longer to complete. The review and approval process by local cities will extend the design timeline.

Landscape designs will be emailed to participants in PDF format. Residential designs will be setup for printing on 11 X 17 size paper. Commercial designs will be setup for printing on 24 X 36 size paper, unless the commercial location is as small as a typical residential landscape. Print size is listed for reference only - please note that EcoTech plans to provide designs to participants via email in PDF format.



iii. PROJECT APPROACH Continued

Landscape Construction - Start week of June 29, 2026

There are some tasks that may, or should be, completed before the June 29th date. EcoTech is able to apply herbicide to kill existing turfgrass prior to removal. This task is typically completed two weeks prior to removal - a second application of herbicide may be required one week prior to removal. The Agency has the option to decide if its program includes herbicide application or not. EcoTech holds a Qualified Applicator License to help ensure proper application of herbicide.

EcoTech will contact DigAlert to request the marking of utilities for each project site, including residential and commercial. Marking of utilities is important to avoid damage to gas, water, electrical, and communication lines. These tasks can be completed prior to the demolition or removal portion of the project.

The objective is to convert at least 18,500 square feet of grass per month starting in July 2026 through December 2026.

Non-functional turfgrass shall be removed using a sod cutter, or similar equipment. Debris shall be safely disposed at an approved facility. The finished grade of each project shall be relative to the nearby structures, sidewalks, driveways, and other nearby permanent features. The typical finished grade of soil is two to three inches below grade near the edges of sidewalks, curbs, and driveways. This allows for the installation of an organic mulch or DG/Gravel and prevents spill over to hardscape surfaces.

The irrigation system to be installed consists of in-line emitter tubing (drip irrigation) to provide irrigation at the base of each plant. EcoTech's method of installing the irrigation system provides an efficient delivery of water. Our method relies on drip rings around each shrub and tree installed. This avoids having excess irrigation water in between plants. EcoTech can also install other add-on devices at each participating site, including a weather-based irrigation controller, weather sensors, leak monitoring devices, and more. Our pricing structure in the fee schedule provides a breakdown for any possible add-on devices or services.

EcoTech is able to install landscape features such as boulders, rocks, pavers, and stones. EcoTech is also able to install dry-river beds to slow down and capture stormwater, as well as bioswales, rock gardens, and more. EcoTech is also able to install DG and pea-gravel paths as landscape features. EcoTech shall follow industry approved materials and standards of installation.

Planting and mulching are typically the last tasks to complete on a turf removal project. Plants shall be sourced from local nurseries in order to help in reducing gas emissions (fewer delivery miles) and to help local businesses within the San Bernardino Valley service area. Planting shall be completed following the approved design, making sure that plant placement and planting specifications and details are followed. Plant rootballs are usually left approximately 2 inches above the soil level, which allows for the installation of a soil cover, whether it's organic mulch, DG, or gravel.

This process has to be replicated continuously on residential and commercial sites in order to stay on track.



iii. PROJECT APPROACH Continued

Education - Start week of June 29, 2026

Proper landscape maintenance begins immediately following installation!

Training program participants is essential in turning over the new landscape back to the site owner or manager for on-going care and maintenance. Education is key! Our landscape technicians are able to provide a tailgate educational session with each participating site owner or manager at the conclusion of every project. Our landscape technicians are bilingual (English/Spanish) and are able to communicate the key elements for proper maintenance.

Plant & Garden Care Considerations

- Weeding, weed abatement
- Pruning, heading, pinching shrubs
- Supplemental nutrients, fertilizer
- Re-application of mulch
- Local resources for garden materials
- And more...

Irrigation System Care

- Understand new irrigation system
- Irrigation controller training
- Simple irrigation repairs, including drip
- Identify and fix common irrigation problems
- Local resources for irrigation supplies
- And more...

San Bernardino Valley or other local garden resources may already have a garden maintenance guide available, if so, EcoTech is able to provide a copy to each Program participant. EcoTech can help create a new maintenance guide if one is not already available. EcoTech has created guides for water agency clients in the past. However, this is a time-consuming task and the development of such a piece may not fall in line with the construction schedule. A local resource with a completed and available garden maintenance guide would be a good option.

Progress Reports and Billing - At the End of Each Month

The shared Google Drive (or similar) for the Program will contain signed forms, project photos, and custom designs for each site. The data will be available to Agency staff at all times. This backup data will be utilized to create monthly progress reports. Each monthly report will be presented in an Excel or Google Sheets format and will include customer information and activity per site, all compiled in one comprehensive report. The report will also include metrics and a running total of sites completed per Agency District, type of sites completed (residential vs commercial), square footage converted, budget spent and remaining, and more.

Program Completion - December 31, 2026

EcoTech can assist with completing a final Program report, as requested by the Agency.



iv. ORGANIZATIONAL CHART

The chart below illustrates the EcoTech staff who will be actively working on the Program. The following page provides a statement of qualifications for each of the two top key personnel in the proposed team.

EcoTech's Program Management Team



Same Location for All Team Members:
1242 Transit Ave, Pomona, CA 91766
(626) 335-1511

Marcos Quezada
Lead Program Manager
mquezada@ecotechservices.net

Luis Castillo
Assistant Program Manager
lcastillo@ecotechservices.net

Design Team

Sebastian Huizar
Lead Landscape Designer
shuizar@ecotechservices.net

Design Team

Customer Service

Veronica Enriquez
Customer Service Supervisor
venriquez@ecotechservices.net

Customer Service Team

Construction Team

Miguel Montiel
Landscape Supervisor
mmontiel@ecotechservices.net

Landscape Construction Crews

Michael Rodriguez
Landscape Supervisor
mrodriguez@ecotechservices.net

Landscape Construction Crew



v. PROJECT SCHEDULE

The Project Schedule listed below includes the same tasks described in the Project Approach section of this proposal. Please refer to the Project Approach for more information regarding each major task.

Description of Program Task	Timeline
<p>Execute Contract Contract Signatures, Certificates of Insurance, Vendor Setup</p>	<p><i>by May 19, 2026</i></p>
<p>Program Kickoff Meeting In-person meeting to discuss program goals & milestones</p>	<p><i>from May 20 to May 22, 2026</i></p>
<p>Residential Landscape Design Templates EcoTech creates design samples for residential participants</p>	<p><i>by June 5, 2026</i></p>
<p>Program Forms & Shared Database EcoTech creates application form and sets up file-sharing Drive</p>	<p><i>by June 5, 2026</i></p>
<p>Initial Site Assessments & Landscape Designs EcoTech schedules & conducts site assessments and completes designs</p>	<p><i>Starting Week of June 8, 2026</i></p>
<p>Landscape Construction Goal of converting at least 18,500 square feet of turf per month</p>	<p><i>July through December 2026</i></p>
<p>Education & Training for Program Participants Tailgate one-on-one training on garden care and irrigation maintenance</p>	<p><i>July through December 2026</i></p>
<p>Progress Reports & Billing EcoTech to present activity report and invoice to Agency</p>	<p><i>At the End of Each Month</i></p>
<p>Program Completion Complete project installations, Assist Agency with Final Program Report</p>	<p><i>December 31, 2026</i></p>



vi. ADDITIONAL INFORMATION

The following sections provide additional information to confirm why hiring EcoTech for the Turf Removal and Replacement Direct Installation Program is the best decision for San Bernardino Valley.

Ready To Go

EcoTech is ready to start this project at a moment's notice. Mobilization time for EcoTech will be brief. We have the required insurance, sample forms, sample designs, a file-sharing platform, and a successful process in place for quick mobilization.

Familiarity with Agency's Service Area

EcoTech has completed landscape projects within San Bernardino Valley, including work for East Valley Water District and also in the communities of Fontana and Yucaipa. Our office is in close proximity. We're also familiar with the boundaries of each of the Agency's five districts, in case Program tracking by district is necessary.

DIR Labor Compliance

EcoTech has been working prevailing wage jobs for over ten years. Other contractors may be registered with DIR, but may not have the experience and knowledge EcoTech offers in labor compliance.

Follow-Through

EcoTech provides excellent follow-through in every project we install. Our goal is to have a positive experience for every program participant. Communication is key for program success and follow-through with any issues that may arise is very important to us.

Clear Understanding of Program Objectives

Water conservation is not the only objective of this program. There are other important goals and objectives that must be met in order to consider this program successful. EcoTech's project understanding and project approach list key elements to consider at every step of the Program.

Customer Service

EcoTech much more than a typical landscape company. EcoTech offers a customer service team to make sure no participant is left behind. Our customer service team will update the shared online tracker so that Agency staff can see the participation status for each participant at any time.

Community Partnerships and Helping Local Businesses

EcoTech understands the importance of collaborating with the local community and forming partnerships. We plan to work with Agency staff to identify local garden resources and other possible partners. EcoTech also plans to source a large portion of landscape materials from local businesses in order to help the local economy.



vii. FEE SCHEDULE - TURF REMOVAL - LANDSCAPING

Project Start Up

Initial Support - Program Planning, Program Forms, Reporting Tools, Shared Drive, etc.	\$3,000
Project Mobilization - 10% of Construction Cost per Project - Billed Prior to Start To be managed as a deposit paid to EcoTech for services to be rendered on a per project basis	10%

Initial Assessments

Residential Site Assessment - Schedule & Conduct Site Visit to Assess Project Area	\$300
Commercial Site Assessment - Schedule & Conduct Site Visit to Assess Project Area	\$500

Landscape Design Services for Residential & Commercial

Base Price - Any Site, Residential or Commercial, Up to 1,000 Square Feet (SF) of Project Area	\$1,000
Above 1,000 Square Feet - Base Price + Additional Area at this Rate per Square Foot	\$1.50 per SF

*Design Cost Example for 1,500 SF project: Base Price of \$1,000 + \$750 (500 SF at \$1.50 = \$750) = \$1,750.

**Proposed cost does NOT include fees associated with MWELo related expenses.

Landscape Construction for Residential & Commercial

*Cost per Square Foot - Any Site Up to 10,000 SF	\$15.00 per SF
Cost per Square Foot - Project Area Between 10,001 SF to 20,000 SF	\$14.00 per SF
Cost per Square Foot - Project Area Above 20,000 SF	\$13.00 per SF

*Minimum Billable Construction Cost per Site is \$7,500 (Equivalent to 500 SF @ \$15.00 per SF rate).
This minimum covers mobilization and drive time for small sites due to fixed expenses for contractor.

Subcontractors and Other Costs

Subcontractors for Construction - 15% Mark Up on Top of Construction Rates Above EcoTech to hire subcontractors only when necessary. District must approve all subcontractors.	15%
Design Templates for Residential - 5 Design Templates @ \$1,000 each	\$5,000
Decomposed Granite (DG) or Gravel as Soil Cover - Instead of Organic Mulch	\$2.50 per SF
Landscape Fabric - Weed Barrier	\$1.00 per SF
Follow-Up Inspection - Per Inspection Cost	\$300
Fuel Cost Recovery Charge - 3% Fuel Surcharge on Construction Tasks Baseline set at \$4.50 per gallon. Surcharge applies while average gas prices remain above baseline	3%



vii. FEE SCHEDULE - Sample Budget Scenario

Implementation of this Program comes with many assumptions and unknowns because specific project locations and designs are not yet available. EcoTech hereby provides the following budget scenario based on the budget amount of 2 million dollars referenced in the RFQ.

Assumptions: Total number of sites 100, with a breakdown of 75 residential and 25 commercial. Landscape design average cost at \$2,950 per site. Landscape construction average size at 1,108 square feet per site. Please note that a large number of factors will impact the budget scenario presented.

Sample Budget Scenario

Task Description	Subtotal Cost	% of Total
Initial Support	\$3,000	0.15%
Design Templates for Residential	\$5,000	0.25%
Residential Site Assessments - Assume 75 Sites	\$22,500	1.125%
Commercial Site Assessments - Assume 25 Sites	\$12,500	0.625%
Landscape Design Services - 100 Sites of Various Sizes	\$295,000	14.75%
Landscape Construction Services - 110,800 Square Feet	\$1,662,000	83.1%
Totals	\$2,000,000	100%

The sample budget scenario provided here is only an assumption and best estimate based on previous project experience. The number of sites and the total square footage to renovate may be adjusted (up or down) depending on many factors, including optional services, in-kind services, possible contingencies, and more.



vii. FEE SCHEDULE - DIR Wage Determination Form

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: LANDSCAPE/IRRIGATION LABORER/TENDER[#]

Determination:

SC-102-X-14-2025-1

Issue Date:

August 22, 2025

Expiration date of determination:

July 31, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^d	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^{b,c} (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Laborer	\$44.67	\$9.55	\$12.57	\$5.02	\$0.80	\$0.50	8.0	\$73.11	\$95.445	\$95.445	\$117.780
Landscape Hydro Seeder	\$45.77	\$9.55	\$12.57	\$5.02	\$0.80	\$0.50	8.0	\$74.21	\$97.095	\$97.095	\$119.980

Determination:

SC-102-X-14-2025-2A

Issue Date:

August 22, 2025

Expiration date of determination:

July 31, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.



vii. FEE SCHEDULE - DIR Wage Determination Form Page 2

Determination: SC-102-X-14-2025-2

Page 2 of 2

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^{b,c} (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Tender ^d	\$21.45	\$4.20	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$29.02	\$39.745	\$39.745	\$50.470

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c Saturdays in the same work week may be worked at straight-time if adverse weather or jobsite ground conditions require that the job be shut down for one or more workdays during the regular workweek.

^d The first employee on the jobsite shall be a Landscape/Irrigation Laborer, the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer, and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer, the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer, and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.



APPENDIX

Qualifications

Licenses

Certificates

Resumes

Experience Evidence

**Required Form: Statement of Qualifications
and Ability to Undertake the Project**

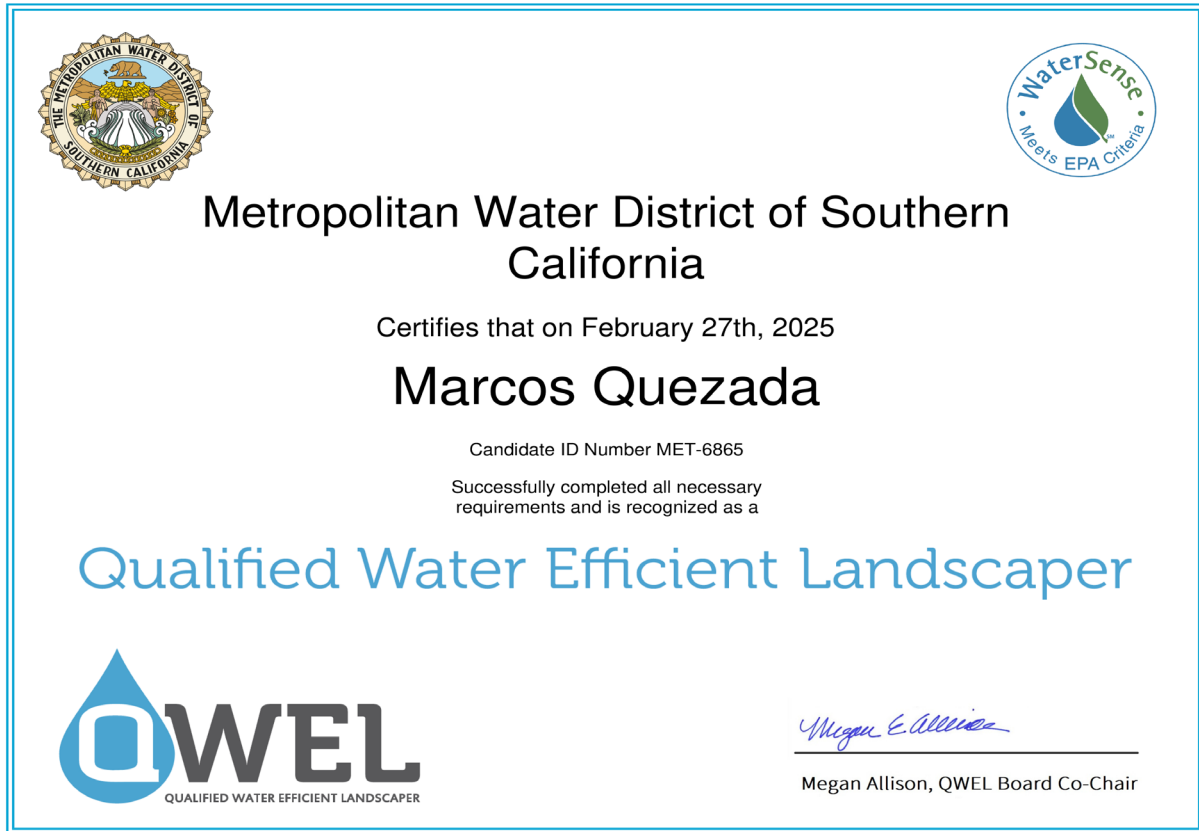


LICENSE: CSLB Licensed Contractor, C27 Landscaping



CERTIFICATE: Qualified Water Efficient Landscaper

The QWEL certificate is provided by a partnership between the Metropolitan Water District of Southern California and the California Landscape Contractors Association. The principles and the knowledge of water management in landscaping extend past water agency service territories.



CERTIFICATE: Qualified Water Efficient Landscaper

The QWEL certificate is provided by a partnership between the Metropolitan Water District of Southern California and the California Landscape Contractors Association. The principles and the knowledge of water management in landscaping extend past water agency service territories.



Metropolitan Water District of Southern California

Certifies that on October 28th, 2025

Luis Castillo

Candidate ID Number MET-7333

Successfully completed all necessary requirements and is recognized as a

Qualified Water Efficient Landscaper



Megan Allison, QWEL Board Co-Chair



RESUMES: KEY PERSONNEL

Marcos Quezada, Program Manager

Statement of Qualifications

Mr. Quezada has been actively involved in the landscape, irrigation and water conservation industries since the early 90's. He has worked almost every aspect and facet within each of those industries, including irrigation design, landscape construction, instructor, technical advisor, project manager and business owner.

Mr. Quezada started his career in water conservation in 1997 as an instructor and technical advisor for the conservation team at Metropolitan Water District. In 1999, Mr. Quezada became an authorized instructor for the Irrigation Association, for whom he was able to teach throughout the United States and Puerto Rico.

In 2001, Mr. Quezada co-founded WaterWise Consulting, Inc. to provide water conservation services, including irrigation audits, commercial audits, residential water surveys, landscape workshops, and other related services. Mr. Quezada continues to be active on the Board of Directors for WaterWise. In 2012, Mr. Quezada created EcoTech Services, Inc. to focus on direct-installation services for plumbing and landscaping upgrades to help wholesale and retail water agencies with the implementation of water-use efficiency programs.

For the proposed Turf Removal Program, Mr. Quezada will serve as the Lead Program Manager on behalf of EcoTech. Mr. Quezada will be the primary point of contact for Agency personnel for topics related to overall program design, program management, and budget tracking.

Luis Castillo, Assistant Program Manager

Statement of Qualifications

Mr. Castillo started his career in water conservation in 2016 as a field technician for EcoTech. Mr. Castillo quickly moved up the ranks and was responsible for implementing water-use efficiency programs related to plumbing conversions, including toilet giveaway events and toilet installation programs. Mr. Castillo expanded his knowledge to the landscape industry and was responsible for completing a large number of residential turf removal projects for the Santa Ana Watershed Project Authority.

Mr. Castillo was recently promoted to Operations Manager at EcoTech. In this position, Mr. Castillo is in charge of managing the team of EcoTech field technicians, as well as managing various water agency programs. Mr. Castillo currently manages the Create Your Garden Program for two local water retailers. For the proposed turf removal program, Mr. Castillo will serve as Assistant Program Manager. In this capacity, Mr. Castillo will handle and manage day-to-day planning and logistics and coordinate with EcoTech's Landscape Supervisors, as well as with EcoTech's design and customer service teams.

Mr. Castillo is certified as a Qualified Water Efficient Landscaper.



EXPERIENCE EVIDENCE - Project References

Client: East Valley Water District

Contact: Janett Robledo

Title: Conservation Coordinator

Phone: (909) 806-4287

Email: jrobledo@eastvalley.org

Prime: Prime, No Subcontractors

Residential Parkway Direct Install Program, 2022-2023

EcoTech worked with East Valley Water District to remove 8,600 sq. ft. of residential parkway turf and install drought tolerant landscaping in the City of Highland. EcoTech was responsible for the landscape design, construction and direct client communication. Overall, EcoTech was able to service 19 homes within the span of two months.

Commercial Parkway Relandscaping Program Pilot, 2021

EcoTech worked with East Valley Water District to complete a 3,800 Sq. ft. parkway turf removal project in the City of Highland. Ecotech was responsible for the landscape design, construction and direct client communication. This was a trial to develop an ongoing program the district planned to offer their residential customers in 2022.

Client: Fontana Water Company

Contact: Patrick Soto

Title: Conservation Specialist

Phone: (909) 201-7391

Email: pjsoto@fontanawater.com

Prime: Prime, No Subcontractors

Create Your Garden Program, 2019 to Present

EcoTech Services manages a turn-key program for Fontana Water Company to offer a contractor assisted turf removal program customers. In this program, EcoTech provides 1-on-1 hands on training with the homeowner to complete their relandscaping project. EcoTech works with the customer to complete a landscape design and then delivers all materials and training to the customer. The overall goal in this program is guide the participants to an overall successful landscape transformation.

Client: Suburban Water Systems

Contact: Lauren James

Title: Director of Communications

Phone: (626) 543-2531

Email: Lauren.James@nexuswg.com

Prime: Prime, No Subcontractors

Turf Replacement Projects, 2022 - Present

EcoTech was hired by Suburban Water Systems to administer turf replacement projects for Homeowner Associations (HOAs) within their two local service areas in La Mirada and West Covina. Every participating HOA had a variety of small and large turf areas to remove. Many small areas within HOAs were a similar size to parkways. This reference is to demonstrate EcoTech's capability of taking on different size projects and to show how well our team adapts to different types of locations. It also demonstrates our ability to communicate and coordinate with HOA managers and Boards.

Other notable projects:

San Diego County Water Authority, Large Landscape Turf Removal Program (DWR Grant funded)

Cucamonga Valley Water District, Parkway Turf Removal Program (USBR Grant funded)

West Basin Municipal Water District, Parkway Turf Removal Program (DWR Grant funded)



Statement of Qualifications & Ability to Undertake Project

Respondent's Statement of Qualifications and Ability to Undertake the Project

The Respondent must complete, sign, and return this statement of qualifications and ability to undertake this project in accordance with Agency's Standard Agreement as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submissions. Failure to sign and return this form will subject the submittal to disqualification.

The Respondent will disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

The signer declares under penalty of perjury that she/he is authorized to sign this Respondent's Statement of Qualifications and Ability to Undertake the Project.

Respondent's Name: ECOTECH SERVICES, INC.

Identify each person who owns at least 25% of the Respondent's business entity by name:

Marcos Quezada, 50%
(Name)

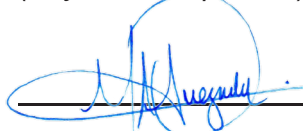
Armando Salas, 50%
(Name)

Submitted and Certified By:

Marcos Quezada
(Authorized Signer's Name)

1242 Transit Ave
(Street Address)

Pomona, CA 91766
(City, State, Zip Code)



(AUTHORIZED SIGNATURE)

President
(Title)

626-335-1511
(Telephone Number)

N/A
(Fax Number)

April 24, 2026
(DATE)





Request for Qualifications for Indoor Water Fixture Direct Installation Program

Issue Date: March 30, 2026
Submission Deadline: April 24, 2026, 5:00 PM

Notice to Respondents

On behalf of San Bernardino Valley Municipal Water District (San Bernardino Valley or Agency), responses to this Request for Qualifications for Indoor Water Fixture Direct Installation Program (RFQ), as described herein, will be accepted by the Agency, until April 24, 2026, 5:00 PM. Any changes to this RFQ are invalid unless specifically modified by the Agency and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the Agency's copy shall prevail. All addenda and notices related to this solicitation will be posted by the Agency on their websites at <http://www.sbvmd.com>. In the event this RFQ is obtained through any means other than the Agency's distribution, the Agency will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document. The submission should be prepared simply and economically, providing straightforward, concise delineation of your firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on organization, completeness, and clarity.

To assure consideration, all proposals shall follow the Required Elements in Response/Response Format provided in this RFQ or as directed. To facilitate the evaluation process, all proposals should be submitted as a PDF or other approved digital process via email and must be received by the filing deadline. The main body of the proposal should be limited to 30 pages. Team member resumes and company qualification brochures may be added to the 30-page proposal tabbed in the Appendix at the end of the proposal.

All questions regarding this RFQ must be submitted via email to Kelly Malloy at KellyM@sbvmd.com. Questions and responses will be sent via email to the entire distribution list for this RFQ.

Project History and Overview

The Agency is seeking proposals from experienced firms to support the implementation of a comprehensive water conservation pilot initiative. This project encompasses the direct installation of indoor water-efficient fixtures aimed at reducing water use across residential and commercial properties through the use of a Drought Resiliency Grant through the Department of Water Resources.

This project involves:

1. Direct Installation: Replacement of high-water-use fixtures with high-efficiency alternatives, including toilets, showerheads, and faucet aerators, in multi-family homes and mobile home parks.

The estimated timeline for this project spans from May 2026 to December 2026, with specific milestones for each task to ensure timely progress and adherence to budgetary constraints.

For purposes of providing scope and cost estimates for this project, the Agency is implementing a grant in the amount of \$1,000,000. This project may be awarded to multiple eligible consultants in order to achieve the expedited timeline.

San Bernardino Valley is seeking a highly qualified, licensed contractor (Consultant) to oversee and implement a comprehensive water conservation initiative aimed at advancing water conservation and infrastructure within the region. The Consultant will be responsible for a broad range of tasks, from project initiation to final implementation.

This project focuses on a multi-faceted approach to water conservation, involving several specific implementation activities:

- **Direct Installation Program:** The Consultant will implement the direct installation of water-saving devices (low-flush toilets, showerheads, and kitchen faucet aerators) in eligible multi-family homes. This will include:
 - **Outreach and Identification:** Working with local water retailers to identify and communicate with eligible homes within disadvantaged community areas based on water usage data and demographic information.
 - **Installation Coordination:** Managing logistics for installation, including scheduling, contractor coordination, and quality assurance to ensure installations meet efficiency standards.
 - **Documentation:** Ensure that there is an administrative record and photographs of all work completed.

SCOPE OF WORK

San Bernardino Valley is soliciting proposals from qualified firms with demonstrated technical expertise in implementing water conservation projects. The selected firm will be expected to manage various components of the project, including direct installation of water-saving devices. Effective communication, coordination, and input from multiple stakeholders—including San Bernardino Valley’s Board of Directors and staff, local communities, water retailers, and state agencies—will be crucial. The proposal must outline a detailed plan to meet project goals within the specified timelines. Each task within the projects may have distinct schedules and may need to be executed concurrently with other tasks.

The final scope of services and timeline will be collaboratively defined and agreed upon between the Agency and the selected proposer, under the general direction of the Chief Executive Officer/General Manager and designated staff.

San Bernardino Valley reserves the right to modify the scope of services at its discretion, including curtailment of some activities, to meet budget constraints and project deadlines.

Required Elements in Response/Response Format

Consulting firms, teams, or individuals responding to this RFQ shall provide the following information in their proposals in the order listed herein.

a) Body of the Proposal

(May not exceed 30 pages in length with a minimum font size of 12 point)

i) Table of Contents

ii) Project Understanding

A clear statement of the project.

iii) Project Approach

The project approach shall include a detailed description of all the tasks needed for successful completion of the project and shall follow the general outline provided in the Scope of Services section above.

iv) Organizational Chart

Illustrate the individuals who will actually work on the project, including:

- Names
- Firm names
- Addresses
- Telephone numbers
- Email addresses
- Chain of responsibility

Qualifications are to be provided in the appendix, see below.

v) Project Schedule

vi) Additional Information

Any other information that may assist San Bernardino Valley in making its determination in the selection process. The consultant is encouraged to include any other information that will help San Bernardino Valley make its selection. Provide information regarding potential conflicts of interest, as part of the proposal disclosures.

vii) Fee Schedule

The fee schedule shall be organized to follow the general tasks in the Scope of Services. Services outlined in each proposal must comply with all requirements set forth in this RFQ. The costs shall provide:

- Hourly rates and hours to complete each task
- Sub-consultants' hourly rates and hours

- Any other costs for a complete project

The level of effort and associated costs should be easily understood by San Bernardino Valley. San Bernardino Valley accepts no responsibility for costs incurred by any individual or firm submitting a proposal pursuant to this RFQ. The proposal must include a complete and fixed price. If the scope of services requires modification during the course of the work, San Bernardino Valley will determine whether to amend the current agreement or to issue a subsequent RFQ for additional services. The price specified must remain firm and irrevocable for 60 days following the RFQ submission date. All proposals become the property of San Bernardino Valley and will not be returned.

b) Appendix

Any appendices should generally be organized as follows:

- **Qualifications, Licenses, Certificates, and Resumes:** Include for all persons, including sub-consultants, who will work on the project.
- **Experience Evidence:** Provide evidence of experience with up to 3 similar projects. For each project used as experience, the consultant shall:
 - Provide the name and location of the project
 - Highlight the type of work conducted
 - Describe how the project was similar (i.e., tasks, scale, budget, etc.)
 - Describe your company's role in the project
 - List whether your company was the prime or a subcontractor
 - Provide current contact information for the client so the evaluation team can follow up with them if desired

Request for Qualifications

Inquiries

All inquiries related to this RFQ are to be directed, in writing, to KellyM@sbvmwd.com. Information obtained from any other source is not official and should not be relied upon.

Substantive inquiries (and responses) will be provided at the location of the initial RFQ posting and become part of the public document.

Selection Process/Schedule

The following schedule is planned*:

RFQ Publication:	March 31, 2026
Submission Deadline:	April 24, 2026
Review and Short-list:	April 28, 2026
Interviews (If needed)	To Be Scheduled

Selection: May 8, 2026
Agreement: May 19, 2026

*The Agency reserves the right to change the schedule if necessary.

Late Responses

While late responses are usually rejected, the Agency retains the right to accept or reject any late response for any reason.

Qualifications Review

The Agency will review and rate responses on various qualitative and quantitative criteria. The Agency will evaluate these proposals and select one or more vendor to proceed with project implementation.

Signed Responses

An original signature must be included on the “Respondent’s Statement of Qualifications and Ability to Undertake the Project” document submitted with each copy. The form is included at the end of this RFQ.

Acceptance of Responses

In this section, provide clarity regarding the purpose of the RFQ. The RFQ is not a binding agreement to purchase goods or services. Responses to an RFQ are assessed in light of the qualification review criteria and, if chosen for the shortlist, will be contacted for the RFQ.

Conflict of Interest

The vendor shall state that:

- It is able to legally conduct business within the Agency’s service area.
- It has not colluded in any fashion with other respondents which would restrict or eliminate competition
- No employee, official, or member of San Bernardino Valley Municipal Water District shall have a material or monetary interest in this Respondent’s Statement of Qualifications and Ability to Undertake the Project
- It is or is not aware of any other actual or potential conflict of interest related to this Respondent’s Statement of Qualifications and Ability to Undertake the Projects and the projects proposed for implementation.

Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

Contract

A sample copy of San Bernardino Valley's Standard Agreement for Consulting Services is attached for your information. Prior to approval by San Bernardino Valley's Board of Directors and the Agency, the selected consultant must notify San Bernardino Valley if they are unwilling to sign the contract so that the Agency can begin negotiations with another firm.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of <Insert Date>, 2026 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and <Insert Firm> (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: Indoor Water Efficient Fixture Direct Installation

JOB NUMBER: 6640

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

SAMPLE

ARTICLE I

SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2026; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFQ (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order. A Task Order is a request for additional

Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed <Insert contract amount>. To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“*Invoice*”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “*Taxes*” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

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

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. Letitia H. White (“*Consultant’s Representative*”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. Kelly Malloy (“*District’s Representative*”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys’ fees (collectively, “*Claims*”), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant’s employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant’s indemnification responsibility with respect to the Services shall exist and continue regardless of

the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. District's cumulative aggregate liability in connection with this agreement, whether liability in connection with this agreement, whether arising under contract or based upon a claim of strict liability, negligence, or any other tort or statutory basis, shall be limited to the total payments made by District to consultant hereunder during the 12-month period immediately preceding the event upon which liability is predicated. In no event will District or any of its directors, officers, employees, representatives, agents, or affiliates be liable for lost profits, lost business opportunities, lost revenues, or for exemplary, punitive, special, incidental, delay, indirect, or consequential damages or the like, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether District has been advised of the possibility thereof. The parties each acknowledge that the forgoing limitation of liability is a material condition of District's willingness to enter into this agreement, and that District would not enter into this agreement but for such limitation.

SAMPLE

ARTICLE X
INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District.

(d) Waive all rights of subrogation and contribution against District and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

**ARTICLE XII
MISCELLANEOUS**

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at

that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: Kelly Malloy
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9229
E-Mail: kellym@sبvmwd.com

If to Consultant: <Consultant Name>
Attn:
<Insert Address>
Telephone:
E-Mail:

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

SAMPLE
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: Heather Dyer _____

Its: CEO/General Manager _____

CONSULTANT:

<Insert Consultant Name>

SAMPLE

By: _____

Name: _____

Its: _____

EXHIBIT “A”

SAMPLE

Respondent's Statement of Qualifications and Ability to Undertake the Project

The Respondent must complete, sign, and return this statement of qualifications and ability to undertake this project in accordance with Agency's Standard Agreement as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submissions. Failure to sign and return this form will subject the submittal to disqualification.

The Respondent will disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

The signer declares under penalty of perjury that she/he is authorized to sign this Respondent's Statement of Qualifications and Ability to Undertake the Project.

Respondent's Name: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Authorized Signer's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(AUTHORIZED SIGNATURE)

(DATE)



Request for Qualifications for Turf Removal and Replacement Direct Installation Program

Issue Date: March 30, 2026
Submission Deadline: April 24, 2026, 5:00 PM

Notice to Respondents

On behalf of San Bernardino Valley Municipal Water District (San Bernardino Valley or Agency), responses to this Request for Qualifications for Turf Removal and Replacement Direct Installation Program (RFQ), as described herein, will be accepted by the Agency, until April 24, 2026, 5:00 PM. Any changes to this RFQ are invalid unless specifically modified by the Agency and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the Agency's copy shall prevail. All addenda and notices related to this solicitation will be posted by the Agency on their websites at <http://www.sbvmd.com>. In the event this RFQ is obtained through any means other than the Agency's distribution, the Agency will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document. The submission should be prepared simply and economically, providing straightforward, concise delineation of your firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on organization, completeness, and clarity.

To assure consideration, all proposals shall follow the Required Elements in Response/Response Format provided in this RFQ or as directed. To facilitate the evaluation process, all proposals should be submitted as a PDF or other approved digital process via email and must be received by the filing deadline. The main body of the proposal should be limited to 30 pages. Team member resumes and company qualification brochures may be added to the 30-page proposal tabbed in the Appendix at the end of the proposal.

All questions regarding this RFQ must be submitted via email to Kelly Malloy at KellyM@sbvmd.com. Questions and responses will be sent via email to the entire distribution list for this RFQ.

Project History and Overview

The Agency is seeking proposals from experienced firms to support the implementation of a comprehensive water conservation pilot initiative. This project encompasses the direct installation of turf removal and replacement aimed at reducing water use across residential and commercial properties through the use of a Drought Resiliency Grant through the Department of Water Resources.

This project involves:

1. Turf Removal and Replacement: Conversion of turf areas in multi-family, homeowner association zones and/or mobile home parks to drought-tolerant landscaping to reduce outdoor water consumption.

The estimated timeline for this project spans from May 2026 to December 2026, with specific milestones for each task to ensure timely progress and adherence to budgetary constraints.

For purposes of providing scope and cost estimates for this project, the Agency is implementing a grant in the amount of \$2,000,000. This project may be awarded to multiple eligible consultants in order to achieve the expedited timeline.

San Bernardino Valley is seeking a highly qualified, licensed contractor (Consultant) to oversee and implement a comprehensive water conservation initiative aimed at advancing water conservation and infrastructure within the region. The Consultant will be responsible for a broad range of tasks, from project initiation to final implementation.

This project focuses on a multi-faceted approach to water conservation, involving several specific implementation activities:

- **Turf Removal and Replacement:** The Consultant will oversee and execute the conversion of turf areas to drought-tolerant landscaping in multi-family, homeowner association areas and/or mobile home parks, involving:
 - **Design and Planning:** Oversee site specific design suitable drought-tolerant landscapes.
 - **Outreach and Identification:** Working with local water retailers to identify and communicate with eligible homes within disadvantaged community areas based on water usage data and demographic information.
 - **Implementation and Oversight:** Execution of the removal of existing turf and installation of new landscaping and irrigation, including handling any site-specific challenges and ensuring compliance with water-saving goals.
 - **Documentation:** Ensure that there is an administrative record and photographs of all work completed.

SCOPE OF WORK

San Bernardino Valley is soliciting proposals from qualified firms with demonstrated technical expertise in implementing water conservation projects. The selected firm will be expected to manage various components of the project, including direct installation of water-saving devices. Effective communication, coordination, and input from multiple stakeholders—including San Bernardino Valley’s Board of Directors and staff, local communities, water retailers, and state agencies—will be crucial. The proposal must outline a detailed plan to meet project goals within the specified timelines. Each task within the projects may have distinct schedules and may need to be executed concurrently with other tasks.

The final scope of services and timeline will be collaboratively defined and agreed upon between the Agency and the selected proposer, under the general direction of the Chief Executive Officer/General Manager and designated staff.

San Bernardino Valley reserves the right to modify the scope of services at its discretion, including curtailment of some activities, to meet budget constraints and project deadlines.

Required Elements in Response/Response Format

Consulting firms, teams, or individuals responding to this RFQ shall provide the following information in their proposals in the order listed herein.

a) Body of the Proposal

(May not exceed 30 pages in length with a minimum font size of 12 point)

i) Table of Contents

ii) Project Understanding

A clear statement of the project.

iii) Project Approach

The project approach shall include a detailed description of all the tasks needed for successful completion of the project and shall follow the general outline provided in the Scope of Services section above.

iv) Organizational Chart

Illustrate the individuals who will actually work on the project, including:

- Names
- Firm names
- Addresses
- Telephone numbers
- Email addresses
- Chain of responsibility

Qualifications are to be provided in the appendix, see below.

v) Project Schedule

vi) Additional Information

Any other information that may assist San Bernardino Valley in making its determination in the selection process. The consultant is encouraged to include any other information that will help San Bernardino Valley make its selection. Provide information regarding potential conflicts of interest, as part of the proposal disclosures.

vii) Fee Schedule

The fee schedule shall be organized to follow the general tasks in the Scope of Services. Services outlined in each proposal must comply with all requirements set forth in this RFQ. The costs shall provide:

- Hourly rates and hours to complete each task
- Sub-consultants' hourly rates and hours
- Any other costs for a complete project

The level of effort and associated costs should be easily understood by San Bernardino Valley. San Bernardino Valley accepts no responsibility for costs incurred by any individual or firm submitting a proposal pursuant to this RFQ. The proposal must include a complete and fixed price. If the scope of services requires modification during the course of the work, San Bernardino Valley will determine whether to amend the current agreement or to issue a subsequent RFQ for additional services. The price specified must remain firm and irrevocable for 60 days following the RFQ submission date. All proposals become the property of San Bernardino Valley and will not be returned.

b) Appendix

Any appendices should generally be organized as follows:

- **Qualifications, Licenses, Certificates, and Resumes:** Include for all persons, including sub-consultants, who will work on the project.
- **Experience Evidence:** Provide evidence of experience with up to 3 similar projects. For each project used as experience, the consultant shall:
 - Provide the name and location of the project
 - Highlight the type of work conducted
 - Describe how the project was similar (i.e., tasks, scale, budget, etc.)
 - Describe your company's role in the project
 - List whether your company was the prime or a subcontractor
 - Provide current contact information for the client so the evaluation team can follow up with them if desired

Request for Qualifications

Inquiries

All inquiries related to this RFQ are to be directed, in writing, to KellyM@sbvmwd.com. Information obtained from any other source is not official and should not be relied upon.

Substantive inquiries (and responses) will be provided at the location of the initial RFQ posting and become part of the public document.

Selection Process/Schedule

The following schedule is planned*:

RFQ Publication: March 31, 2026

Submission Deadline:	April 24, 2026
Review and Short-list:	April 28, 2026
Interviews (If needed)	To Be Scheduled
Selection:	May 8, 2026
Agreement:	May 19, 2026

*The Agency reserves the right to change the schedule if necessary.

Late Responses

While late responses are usually rejected, the Agency retains the right to accept or reject any late response for any reason.

Qualifications Review

The Agency will review and rate responses on various qualitative and quantitative criteria. The Agency will evaluate these proposals and select one or more vendor to proceed with project implementation.

Signed Responses

An original signature must be included on the “Respondent’s Statement of Qualifications and Ability to Undertake the Project” document submitted with each copy. The form is included at the end of this RFQ.

Acceptance of Responses

In this section, provide clarity regarding the purpose of the RFQ. The RFQ is not a binding agreement to purchase goods or services. Responses to an RFQ are assessed in light of the qualification review criteria and, if chosen for the shortlist, will be contacted for the RFQ.

Conflict of Interest

The vendor shall state that:

- It is able to legally conduct business within the Agency’s service area.
- It has not colluded in any fashion with other respondents which would restrict or eliminate competition
- No employee, official, or member of San Bernardino Valley Municipal Water District shall have a material or monetary interest in this Respondent’s Statement of Qualifications and Ability to Undertake the Project

- It is or is not aware of any other actual or potential conflict of interest related to this Respondent's Statement of Qualifications and Ability to Undertake the Projects and the projects proposed for implementation.

Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

Contract

A sample copy of San Bernardino Valley's Standard Agreement for Consulting Services is attached for your information. Prior to approval by San Bernardino Valley's Board of Directors and the Agency, the selected consultant must notify San Bernardino Valley if they are unwilling to sign the contract so that the Agency can begin negotiations with another firm.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of <Insert Date>, 2026 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and <Insert Firm> (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: Indoor Water Efficient Fixture Direct Installation

JOB NUMBER: 6640

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

SAMPLE

ARTICLE I

SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2026; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFQ (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order. A Task Order is a request for additional

Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “**Services**” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“**Compensation**”), which amount shall not exceed <Insert contract amount>. To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“*Invoice*”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “*Taxes*” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

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

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. Letitia H. White (“*Consultant’s Representative*”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. Kelly Malloy (“*District’s Representative*”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys’ fees (collectively, “*Claims*”), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant’s employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant’s indemnification responsibility with respect to the Services shall exist and continue regardless of

the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. District's cumulative aggregate liability in connection with this agreement, whether liability in connection with this agreement, whether arising under contract or based upon a claim of strict liability, negligence, or any other tort or statutory basis, shall be limited to the total payments made by District to consultant hereunder during the 12-month period immediately preceding the event upon which liability is predicated. In no event will District or any of its directors, officers, employees, representatives, agents, or affiliates be liable for lost profits, lost business opportunities, lost revenues, or for exemplary, punitive, special, incidental, delay, indirect, or consequential damages or the like, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether District has been advised of the possibility thereof. The parties each acknowledge that the forgoing limitation of liability is a material condition of District's willingness to enter into this agreement, and that District would not enter into this agreement but for such limitation.

SAMPLE

ARTICLE X
INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District.

(d) Waive all rights of subrogation and contribution against District and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

**ARTICLE XII
MISCELLANEOUS**

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at

that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: Kelly Malloy
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9229
E-Mail: kellym@sبvmwd.com

If to Consultant: <Consultant Name>
Attn:
<Insert Address>
Telephone:
E-Mail:

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

SAMPLE
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: Heather Dyer _____

Its: CEO/General Manager _____

CONSULTANT:

<Insert Consultant Name>

SAMPLE

By: _____

Name: _____

Its: _____

EXHIBIT “A”

SAMPLE

Respondent's Statement of Qualifications and Ability to Undertake the Project

The Respondent must complete, sign, and return this statement of qualifications and ability to undertake this project in accordance with Agency's Standard Agreement as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submissions. Failure to sign and return this form will subject the submittal to disqualification.

The Respondent will disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

The signer declares under penalty of perjury that she/he is authorized to sign this Respondent's Statement of Qualifications and Ability to Undertake the Project.

Respondent's Name: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Authorized Signer's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(AUTHORIZED SIGNATURE)

(DATE)