

AGREEMENT FOR SHARING CONSULTANT COSTS FOR 2025 URBAN WATER MANAGEMENT PLANS

This **AGREEMENT** is made and entered into as of, _____ 2025, by and between

- 1) City of Buena Park
- 2) City of Fullerton*
- 3) City of Garden Grove
- 4) City of La Palma
- 5) City of Orange
- 6) City of Seal Beach
- 7) City of Tustin
- 8) City of Westminster
- 9) Yorba Linda Water District
- 10) East Orange County Water District
- 11) City of Anaheim*
- 12) City of Fountain Valley
- 13) City of Newport Beach
- 14) City of Santa Ana*
- 15) City of Huntington Beach
- 16) Mesa Water District
- 17) City of San Clemente
- 18) Santa Margarita Water District
- 19) South Coast Water District
- 20) Trabuco Canyon Water District
- 21) Laguna Beach County Water District
- 22) City of Brea
- 23) City of La Habra

(collectively "Participating Agencies" and individually "Participating Agency") and the Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are collectively referred to as "Parties."

RECITALS

WHEREAS, under California Water Code section 10621(a), the Participating Agencies are required to update their respective Urban Water Management Plan ("UWMP") at least once every five years; and

WHEREAS, the 2025 UWMP's shall be updated and submitted to the California Department of Water Resources ("DWR") by July 1, 2026; and

WHEREAS, each Participating Agency has the responsibility to prepare a separate 2025 UWMP for submission by July 1, 2026; and

* Participating Agency pursuant to separate Master Agreement with MWDOC.

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WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics; and

WHEREAS, pursuant to California Water Code section 10620, subdivision (d)(3), the Participating Agencies wish to coordinate the preparation of their 2025 UWMPs in the interest of reducing preparation costs; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals. In response, two consulting firms submitted proposals which were reviewed by a panel comprised of representatives of MWDOC and several Participating Agencies and which resulted in the selection of Carollo Engineers, Inc. ("Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"); and

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the Consultant; and the administration of the cost sharing provisions of this Agreement;

NOW, THEREFORE, in consideration of the payment of money as set forth below and the mutual promises of the Parties hereto, it is agreed:

1. Engagement of Consultant and Administration of Consultant Agreement

- 1.1 MWDOC shall award a professional services agreement for the work identified in the Request for Proposals to Consultant ("Consultant Agreement"). MWDOC shall use its standard professional services agreement form for the Consultant Agreement with minor negotiated deviations permitted by MWDOC General Manager and Legal Counsel and require appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers, the Participating Agencies and their respective directors, officials, officers, agents, employees, attorneys, consultants and authorized volunteers, as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement will require the Consultant's insurer(s) to waive all rights of subrogation against MWDOC and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers, and the Participating Agencies and their respective directors, officials, officers, agents, employees, attorneys, consultants and authorized volunteers. The Consultant Agreement will require Consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

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- 1.2 MWDOC shall coordinate all aspects of the proposed work with Consultant and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of its 2025 UWMP.
- 1.3 MWDOC shall withhold the final payment until such time as every Participating Agency has notified MWDOC that it is satisfied with the final UWMP prepared for it by Consultant.
- 1.4 Each Participating Agency shall, within a reasonable timeframe, provide all documents, information and assistance requested by the selected contractor during the performance of the Consultant Agreement.
- 1.5 Each Participating Agency acknowledges that costs may fluctuate as DWR releases the Draft UWMP Guidebook and participating agencies decide whether or not to participate.

2. Cost Sharing by Participating Agencies

2.1 MWDOC shall:

- 2.1.1 Collect from each Participating Agency upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibits A and B.
- 2.1.2 Inform each Participating Agency of any proposed additional work under the Consultant Agreement that relates to preparation of that Participating Agency's 2025 UWMP and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both first approve such additional work in writing before MWDOC will notify Consultant to proceed with the work. Exhibit B includes each Participating Agency's base cost with elected additional items and may be updated pursuant to this section. Exhibit B will be incorporated into this Agreement by this reference, subject to any approved updates.
- 2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3) for approved additional work.
- 2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies if there are funds due.

2.2 Each Participating Agency shall:

- 2.2.1 Pay to MWDOC upon execution of this Agreement the full amount of the

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Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A.

- 2.2.2 Pay to MWDOC, upon approval of any additional work under the Consultant Agreement that relates to preparation of its 2025 UWMP, the full amount owed for the approved additional work. Each Participating Agency shall bear all costs associated with extra work it approves, described within Exhibits A and B, incorporated into this Agreement by reference.

3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

4. Independent Contractor

Any consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of a professional services agreement between MWDOC and the Consultant. Any consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC.

5. Warranty, Indemnification and Defense

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. All losses or liabilities resulting from any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with any work contemplated by this Agreement shall be subject to the indemnification described in this section. Each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed or occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to any other Parties under this Agreement.

Cost Sharing Agreement for 2025 UWMP**6. Notice**

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid with the United States Postal Service addressed to the contracting Parties as follows:

Notice to Parties	
If to:	
1. MWDOC	Harvey De La Torre, General Manager Municipal Water District of Orange County 18700 Ward St. Fountain Valley, CA 92708
2. City of Buena Park	Aaron France, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622
3. City of Fullerton	Pursuant to Master Agreement
4. City of Garden Grove	Lisa Kim, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
5. City of La Palma	Michael Egan, Interim City Manager City of La Palma 7822 Walker Street La Palma, CA 90623
6. City of Orange	Jarad Hildenbrand, City Manager City of Orange P.O. Box 449 Orange, CA 92866
7. City of Seal Beach	Patrick Gellegos, City Manager City of Seal Beach 211 8th Street Seal Beach, CA 90740
8. City of Tustin	Aldo Schindler, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
9. Yorba Linda Water District	Mark Toy, General Manager Yorba Linda Water District 1717 E. Miraloma Avenue Placentia, CA 92870
10. City of Westminster	Christine Cordon, City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683

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11. East Orange County Water District	David Youngblood, General Manager East Orange County Water District 185 N. McPherson Rd. Orange, CA 92869
12. City of Anaheim	Pursuant to Master Agreement
13. City of Fountain Valley	Ted Bui, Mayor City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708
14. City of Newport Beach	Grace Leung, City Manager City of Newport Beach P.O. Box 1768 Newport Beach, CA 92663
15. City of Santa Ana	Pursuant to Master Agreement
16. City of Huntington Beach	Howard Johnson, Utilities Manager City of Huntington Beach 19001 Huntington Street Huntington Beach, CA 92648-2211
17. Mesa Water District	Paul Shoenberger, General Manager Mesa Water District 1965 Placentia Avenue Costa Mesa, CA 92627-3420
18. City of San Clemente	Andy Hall, City Manager City of San Clemente 100 Avenida Presidio San Clemente, CA 92672
19. Santa Margarita Water District	Robert Grantham, General Manager Santa Margarita Water District 26111 Antonio Pkwy Ranch Santa Margarita, CA 92688
20. South Coast Water District	Rick Shintaku, General Manager South Coast Water District 31592 West Street Laguna Beach, CA 92651
21. Trabuco Canyon Water District	Fernando Paludi, General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679

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22. Laguna Beach County Water District	Keth Van Der Maaten, General Manager Laguna Beach County Water District 306 3 rd Street Laguna Beach, CA 92651
23. City of Brea	Kristin Griffith, City Manager City of Brea 1 Civic Center Circle Brea, CA 92821
24. City of La Habra	Jim Sadro, Executive Director City of La Habra P.O. Box 337 La Habra, CA 90633-0337

7. Jurisdiction and Venue

In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

8. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All Parties have participated in the drafting of this Agreement.

9. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

10. Term

This Agreement shall commence upon the date of the earliest execution by any Participating Agency below and shall extend thereafter through the completion of all work product generated by the Consultant and delivered to MWDOC and to each Participating Agency. The scheduled completion date by the Consultant is July 1, 2026. MWDOC shall issue a Notice of Completion to all Participating Agencies upon close-out of the Consultant Agreement. Notwithstanding anything to the contrary in this Section 10, this Agreement may be terminated earlier by MWDOC in its discretion upon or after termination of the Consultant Agreement.

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11. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from Parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereafter written, which shall be and is the effective date of This Agreement.

Execution of Agreement by Parties	
1. Municipal Water District of Orange County	Date: _____ By: _____ Harvey De La Torre, General Manager Municipal Water District of Orange County Approved as to Form: Date: _____ By: _____ Joseph Byrne General Counsel
2. City of Buena Park	Date: _____ By: _____ Aaron France, City Manager City of Buena Park Approved as to Form:

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	<p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
3. City of Garden Grove	<p>Date: _____</p> <p>By: _____</p> <p>Lisa Kim, City Manager</p> <p>City of Garden Grove</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
4. City of La Palma	<p>Date: _____</p> <p>By: _____</p> <p>Michael Egan, Interim City Manager</p> <p>City of La Palma</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>

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<p>5. City of Orange</p>	Date: _____ By: _____ Jarad Hildenbrand, City Manager City of Orange Approved as to Form: Date: _____ By: _____ _____ Pamela Coleman, City Clerk City Attorney
<p>6. City of Seal Beach</p>	Date: _____ By: _____ Patrick Gallegos, City Manager City of Seal Beach Approved as to Form: Date: _____ By: _____ _____ City Attorney
<p>7. City of Tustin</p>	Date: _____ By: _____ Aldo Schindler, City Manager City of Tustin

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	<p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
8. Yorba Linda Water District	<p>Date: _____</p> <p>By: _____</p> <p>Richard Mark Toy, General Manager</p> <p>Yorba Linda Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
9. City of Westminster	<p>Date: _____</p> <p>By: _____</p> <p>Christine Cordon, City Manager</p> <p>City of Westminster</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>

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<p>10. East Orange County Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>David Youngblood, General Manager</p> <p>East Orange County Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>11. City of Fountain Valley</p>	<p>Date: _____</p> <p>By: _____</p> <p>Ted Bui, Mayor</p> <p>City of Fountain Valley</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>Attorney for the City</p>
<p>12. City of Newport Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Grace Leung, City Manager</p> <p>City of Newport Beach</p>

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	<p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>13. City of Huntington Beach a municipal corporation of the State of California</p>	<p>Date: _____</p> <p>By: _____</p> <p>Pat Burns, Mayor</p> <p>City of Huntington Beach</p> <p>Date: _____</p> <p>By: _____</p> <p>Lisa Lane Barnes, City Clerk</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>Michael Vigliotta, City Attorney</p>
<p>14. Mesa Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Paul Shoenberger, General Manager</p> <p>Mesa Water District</p> <p>Approved as to Form:</p>

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	<p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
15. City of San Clemente	<p>Date: _____</p> <p>By: _____</p> <p>Andy Hall, City Manager</p> <p>City of San Clemente</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>Elizabeth A. Mitchell, City Attorney</p>
16. Santa Margarita Water District	<p>Date: _____</p> <p>By: _____</p> <p>Robert Grantham, General Manager</p> <p>Santa Margarita Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>

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<p>17. South Coast Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Rick Shintaku, General Manager</p> <p>South Coast Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>18. Trabuco Canyon Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Fernando Paludi, General Manager</p> <p>Trabuco Canyon Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>19. Laguna Beach County Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Keith Van Der Maaten, General Manager</p> <p>Laguna Beach County Water District</p>

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	<p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
20. City of Brea	<p>Date: _____</p> <p>By: _____</p> <p>Kristin Griffith, City Manager</p> <p>City of Brea</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
21. City of La Habra	<p>Date: _____</p> <p>By: _____</p> <p>Jim Sadro, City Manager</p> <p>City of La Habra</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>

**EXHIBIT A
Consultant Agreement**

AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated August 4, 2025, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, **CAROLLO ENGINEERS, INC.**, hereinafter referred to as "**CONSULTANT**" for **Preparation of 2025 Urban Water Management Plans**, hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

DISTRICT hereby contracts with **CONSULTANT** to provide general or special **SERVICES**, as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein, and in coordination with "**PARTICIPATING AGENCIES**", as more specifically set forth in **Exhibit "C"**.² Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

B. Independent Contractor

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

CONSULTANT represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

¹ Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

² The **PARTIES** acknowledge that the list of **PARTICIPATING AGENCIES** as set forth in **Exhibit "C"** is subject to modification by addendum.

C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

D. Standard of Care.

CONSULTANT shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.

E. DISTRICT Provided Information and Services.

The **DISTRICT** shall furnish **CONSULTANT** available studies, reports and other data pertinent to **CONSULTANT's** services; obtain or authorize **CONSULTANT** to obtain or provide additional reports and data as required; furnish to **CONSULTANT** services of others required for the performance of **CONSULTANT's** services hereunder, and **CONSULTANT** shall be entitled to use and rely upon all such information and services provided by the **DISTRICT** or others in performing **CONSULTANT's** services under this **AGREEMENT**.

F. Estimates and Projections.

CONSULTANT has minimal control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the **DISTRICT's** plant and/ or associated processes are operated and/or maintained. Data projections and estimates are based on **CONSULTANT's** opinion based on experience and judgment. **CONSULTANT** cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by **CONSULTANT** and **CONSULTANT** will not be liable to and/or indemnify the **DISTRICT** and/or any third party related to any inconsistencies between **CONSULTANT's** data projections and estimates and actual costs and/or quantities realized by the **DISTRICT** and/or any third party in the future.

II TERM

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

A. Budgeted Amount for Services

CONSULTANT is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT 80%** of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon

Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. Fees

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five (5) working days.

Notices shall be made as follows:

Municipal Water District of Orange County
Harvey De La Torre
General Manager
18700 Ward Street, P.O. Box 20895
Fountain Valley, CA 92708

Carollo Engineers, Inc.
Inge Wiersema, PE, ENV SP
Water Resources Practice Director,
Senior Vice President
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017

D. Billing and Payment

CONSULTANT's fees shall be billed by the 25th day of the month for the previous month's activities. Invoices received by the 25th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

CONSULTANT shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

IV DOCUMENTS

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

V TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments for services performed and due under this **AGREEMENT** on the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

A. Workers' Compensation Insurance

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, 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 that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

CONSULTANT and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

B. Professional Liability Insurance

CONSULTANT shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

C. Other Insurance

CONSULTANT will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, the **PARTICIPATING AGENCIES**, and their directors, officers, agents, employees, attorneys, consultants or authorized volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers, the **PARTICIPATING AGENCIES**, and their directors, officers, agents, employees, attorneys, consultants and authorized volunteers, for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants or authorized volunteers, the **PARTICIPATING AGENCIES**, and their directors, officers, agents, employees, attorneys, consultants and authorized volunteers, shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, the **PARTICIPATING AGENCIES**, and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

VII INDEMNIFICATION

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers, , **PARTICIPATING AGENCIES**, and their directors, officers, agents, employees, attorneys, consultants and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.

- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party. Notwithstanding the foregoing, in no event shall the cost to defend charged to **CONSULTANT** exceed **CONSULTANT's** proportionate percentage of fault. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section.
- d. **CONSULTANT** shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the **DISTRICT** or any third party arising out of breach of contract, termination, or for any other reason whatsoever unless the damages arise from **CONSULTANT's** willful misconduct. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT's** subconsultants, that impact project completion and/or success.

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall immediately reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

CONSULTANT's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants or authorized volunteers, or the **PARTICIPATING AGENCIES**, its directors, officers, agents, employees, attorneys, consultants or authorized volunteers.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethics Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

IX PERMITS AND LICENSES

CONSULTANT shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

X LABOR AND MATERIALS

CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

CONSULTANT understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** and **PARTICIPATING AGENCIES** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

B. No Disclosure of Confidential Materials

CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT** and **PARTICIPATING AGENCIES**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative and the **PARTICIPATING AGENCY's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT** and the **PARTICIPATING AGENCY**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

C. Protections to Ensure Control Over Materials

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing,

duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** and **PARTICIPATING AGENCIES** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT** and **PARTICIPATING AGENCIES**, including but not limited to any copyright interest. In addition, **DISTRICT** and **PARTICIPATING AGENCIES** reserve the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** and **PARTICIPATING AGENCIES** shall acquire no right or interest in such property.

CONSULTANT hereby assigns to **DISTRICT, PARTICIPATING AGENCIES** or its designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT, PARTICIPATING AGENCIES**, or its designee reasonably requests to establish and perfect the rights assigned to **DISTRICT, PARTICIPATING AGENCIES** or its designee under this provision.

Reuse of documents by **DISTRICT** or others on extensions or modifications of this project or on other sites or use by others on this project, shall be at the user's sole risk, without liability to **CONSULTANT**.

XIII EQUAL OPPORTUNITY

DISTRICT is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

XIV INTEGRATION OF ALL OTHER AGREEMENTS

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this **AGREEMENT** or any related contract or other document necessary for the performance of this **AGREEMENT** including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders and notices.

XVI ATTORNEYS' FEES

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

XVII JURISDICTION AND VENUE SELECTION

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

XVIII. THIRD PARTIES

The services to be performed by **CONSULTANT** are intended solely for the benefit of the **DISTRICT** and **PARTICIPATING AGENCIES**. No other person or entity shall be entitled to rely on **CONSULTANT**'s performance of its services hereunder, and no right to assert a claim against **CONSULTANT** by assignment of indemnity rights or otherwise shall accrue to a third party as a result of **AGREEMENT** or the performance of **CONSULTANT**'s services hereunder.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this AGREEMENT.

APPROVED BY:

DocuSigned by:

DB0E5C258E3B412...

Harvey F. De La Torre, General Manager
Municipal Water District of Orange County
18700 Ward Street Fountain Valley, CA
92708
(714) 963-3058

Date 8/7/2025 | 7:52 AM PDT

CONSULTANT ACCEPTANCE:

Signed by:

7EC4668383DE4EE...

Inge Wiersema, PE, ENV SP
Water Resources Practice
Director, Senior Vice President
Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017
(213) 279-3320

Date 8/7/2025 | 5:22 AM PDT

Signed by:

684464DD608442D...

Graham Juby, PhD, PE
Vice President
Carollo Engineer, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
(714) 593-5134

Date 8/6/2025 | 3:30 PM PDT

Internal Use Only:	
Program No.	_____
Line Item:	_____
Funding Year:	_____
Contract Amt.:	_____
Purchase Order #	_____

EXHIBIT "A"**ETHICS POLICY****§7100-§7110****§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

§7101 RESPONSIBILITIES OF BOARD MEMBERS

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official

capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from

participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

Motion - 7/21/93; Motion - 8/18/93;

§7106 USE OF CONFIDENTIAL INFORMATION

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be

interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

Please note If using Consultant's proposal as Exhibit "B" please attach the proposal or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

**SCOPE OF WORK, TERMS OF AGREEMENT
AND TERMS AND CONDITIONS FOR BILLING**

**Carollo Engineers, Inc.
Inge Wiersema, PE, ENV SP
707 Wilshire Blvd., Suite 3920
(213) 279-3320
Tax I.D. 86-0899222**

1. Term – Commencement August 4, 2025, Termination September 30, 2026
2. Fees/Rates to be billed – See Exhibit B-2 Cost Summary for Development of 2025 Urban Water Management Plans for base price (lump sum) and optional tasks/contingency tasks fees prepared based on Fee Schedule per page 20-22 of Exhibit B-1..
3. Budgeted Amount – See Exhibit B-2; Note: Budgeted amount is based on the "Base Price" and the optional tasks on which the participating agency provides written approval. **CONSULTANT** fees shall be billed by the 25th day of the month for the previous month's activities. Invoices received by the 25th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

Consultant shall prepare a breakdown of the percent complete by task by Participating Agency to submit with each monthly invoice.

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.

4. Scope of Work/Services – Preparation of the 2025 Urban Water Management Plans for MWDOC and Participating Agencies as outlined in the attached Exhibit B-1.
5. Consultant Representative: Inge Wiersema, PE, ENV SP, Water Resources Practice Director, Senior Vice President

Exhibit B-1

Scope of Work

C. Project Approach and Scope of Work

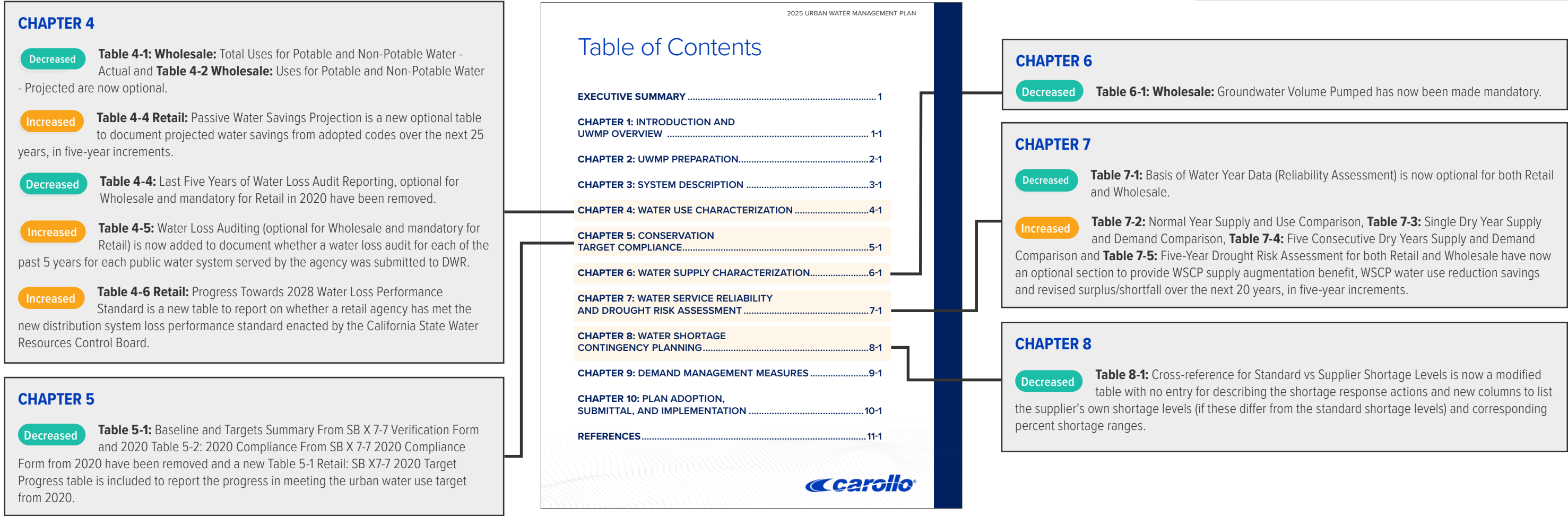
Project Understanding

We understand that the goal of this project is to prepare the 2025 UWMPs for MWDOC and the Participating Agencies. Based on discussions with MWDOC staff, we anticipate that this project will likely involve around twenty individual UWMPs that all must be completed and submitted to the California DWR by the submittal deadline of July 1, 2026.

The 2025 UWMP must meet all the requirements of the Final 2025 UWMP Guidebook, which will be published by DWR no later than July 1, 2025. Although the final guidebook is not available yet, our team has a good understanding of the upcoming changes through our involvement in the guidebook development process and access to the interim tables released for review. As shown on the graphic below, there are several key changes that either increase (shown in orange) or decrease (shown in green) the level of effort for the 2025 UWMPs compared to the 2020 UWMP cycle.

TOP 10 Changes anticipated in the 2025 UWMP Guidebook

Based on a detailed side-by-side comparison, we have identified 30 changes between the 2020 and 2025 UWMP tables. The UWMP Table of Contents below calls out the top 10 changes that either increase or decrease the anticipated level of effort.



Potential triggers that would warrant a WSCP update include:

- ✓ **Changes in water supplies.** For example, water shortage contingency tiers may need to be modified for agencies that had stopped using groundwater in anticipation of the PFAS regulation, but have brought their groundwater wells back online since the publication of the 2020 UWMP.
- ✓ **Changes in** Metropolitan Water District of Southern California's **(MET's) shortage triggers.**
- ✓ **Updates to** an agency's **Hazard Mitigation Plan or Climate Action Plans** to ensure consistency and avoid conflict in drought and other system vulnerability response actions.
- ✓ **Updates to** an agency's **Communication Protocols** following the drought in 2021/22 and recent wildfires.

Based on our experience from previous guidebook updates since our involvement in the 2005 UWMP cycle, and our ongoing work on the 2025 UWMP for San Diego, our team has concluded that the changes for the 2025 UWMP cycle are much less substantive than in previous cycles. As a result, we understand most of the work effort will involve updating information and tables, rather than new types of analysis or major narrative overhauls like in 2020.

Due to the large number of UWMPs that need to be prepared in parallel within the 11-month project duration per the timeline in the RFP, we understand that a key challenge of this project is centered around organization.

It will be critical to streamline data gathering, coordination with member agencies, and the preparation and reviews of the deliverables. To meet this challenge, MWDOC needs an experienced team that has gone down this road before. Our team brings this specific experience through Shivani Shrotriya, who worked with Sarina Sriboonlue for MWDOC while at Arcadis in the preparation of 22 UWMPs during the 2020 UWMP cycle.


Lastly, we also understand that the key objective of most of your participating member agencies is to “check the box” and get this regulatory requirement completed and be eligible for state funding programs. It is our job as the consulting team to deliver these 2025 UWMPs with minimal effort from your member agencies, while getting all the tables and information accurately updated that meet the 2025 UWMP Guidebook requirements and extend the planning horizon to 2050 such that these Plans can also be used for future Water Supply Assessment until the 2030 UWMP cycle.

San Diego 2025 UWMP

Carollo is currently working on the 2025 UWMP for the City of San Diego. With the first draft of the UWMP planned for the end of May 2025, we have built off the comprehensive 2020 UWMP (prepared by CDM Smith) and developed the plan in accordance with the 2020 Guidebook, while tracking/flagging potential changes identified through our connections with parties involved in the 2025 Guidebook development.

In parallel, we have compiled, reviewed, and organized the City’s data and information sources such that when the 2025 Guidebook is released, we will be able to quickly generate the Draft UWMP by linking our spreadsheet information to new table formats and word chapters (see page 14). The remaining gaps will directly inform the additional information needs to meet all 2025 Guidebook requirements.



 Our ongoing work on the San Diego 2025 UWMP has resulted in proactive and efficient methods to quickly incorporate anticipated guidebook changes once released.

Our Tailored Approach to Project Success

We have developed a tailored project approach that meets the critical success factors of this project, namely:

- 1 Efficient and On-Time Project Delivery**
- 2 Streamlined Data Management and Organization**
- 3 Sound Quality Control that Promotes Smooth DWR Approval**

Each of these approach elements are described in more detail on the following three pages.

Project Approach

1 Efficient and On-Time Project Delivery

Leveraging the knowledge and experience from our proposed project engineer, Shivani Shrotriya, who worked on the successful delivery of your 2020 UWMPs, we prepared the flowchart shown below to visually display the steps we envision for the efficient preparation of likely more than 20 2025 UWMPs.

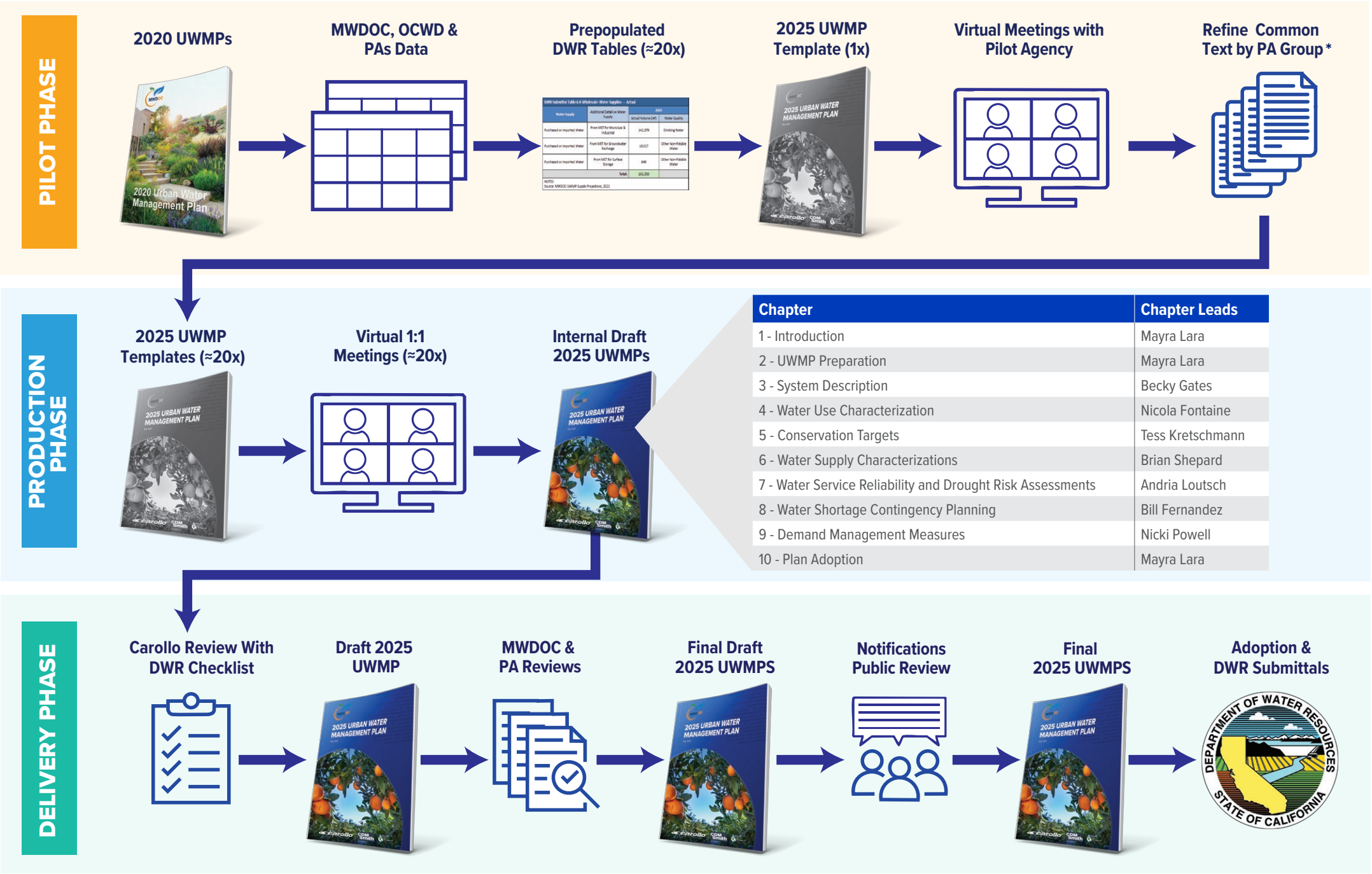
The 2025 UWMP development process will first be piloted with one PA. Although the pilot approach takes time in a tight schedule, we have accounted for this in our overall schedule (see page 18). We advise taking this more cautious approach, so we can repeat and accelerate the project delivery process for the remaining UWMPs with confidence. In this way we **Plan the Work** so we can then **Work the Plan**.

This pilot could be completed with the City of Buena Park like in 2020, or another agency may be selected by MWDOC as desired. To take full advantage of the piloting phase, it will be important to use an agency that uses both groundwater and imported water such that the common narrative updates for these water supplies can be used for all UWMPs that need to describe these same water supply sources. For example, the impact of new PFAS regulations and changes in water reuse with the Groundwater Replenishment System Phase 3 expansion in 2023 will need to be incorporated consistently for all respective member agencies.

Upon completion of the pilot phase, the delivery process will be refined as needed before being replicated for the 2025 UWMPs of MWDOC and all PAs simultaneously. The three key takeaways of our efficient project delivery process shown in the flowchart below are:

- 1. Prepopulated UWMP Tables:** Before we meet with any of the member agencies, we will combine the information from the 2020 UWMPs, water supply and demand information from MWDOC and online sources. This will allow us to make tailored data requests for each Participating Agency, **reducing their data gathering time and effort as much as possible**. The tables will be reviewed in the 1:1 meetings and updated information will be directly linked to tables in the 2025 UWMP documents (see sidebar on page 14).
- 2. Dedicated Chapter Leads:** As shown in the flowchart, we have dedicated chapter leads (dedicated UWMP leads) assigned who will work in assembly line style to produce their respective chapters for the 20-ish UWMPs. Only chapters 1, 2, and 10 are combined because of the limited content and preparation timeline. Through repetition, this **enhances efficiency and promotes consistency** for all common narrative content.
- 3. Early DWR Checklist Review:** Each of our three technical advisors has a clear responsibility (UWMP, WSCP, and DWR reviews). We will conduct the DWR Checklist review prior to the Draft UWMP delivery to verify completeness. This **avoids surprises, the need for additional meetings, and potential delays**.

Our UWMP delivery process with a pilot phase and dedicated chapter leads is a proven process that will result in on-time project delivery.



Our proven delivery process with a pilot phase and dedicated chapter leads will result in on-time project delivery of 20+ UWMPs by DWR's deadline.

*PA = Participating Agency;

*Refer to Schedule (pg 18) for identification of Groups

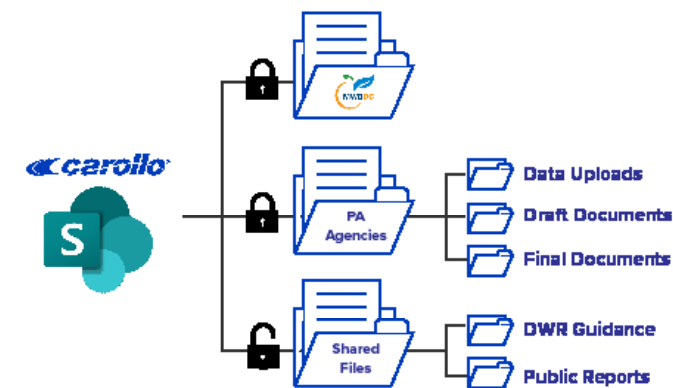
2 Streamlined Data Management and Organization

Despite the anticipated relatively minor changes in the 2025 UWMP Guidebook compared to the changes between 2015 and 2020, the preparation of likely more than 20 UWMPs in 11 months with multiple revisions in each remains a big undertaking. This is especially true when it comes to data and document management. In addition to the volume of files, the security of the information must be considered. It is therefore critical to apply the principal **“Plan the Work, Work the Plan”**.

The three key elements and benefits of how the Carollo team will streamline data management and organization are as follows:

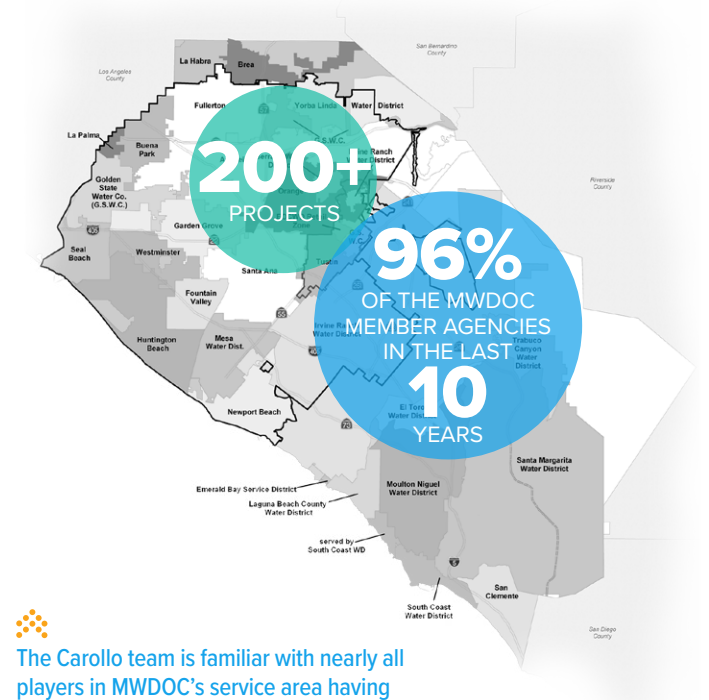
- 1. Secure SharePoint Site:** Carollo will set up and host a project SharePoint Site to manage all project files from start to finish. At the end of the project, files can be transferred back in a single zip file to MWDOC and the respective agencies, as desired. As depicted in the graphic below, we propose using dedicated locked channels for MWDOC and each of the participating member agencies. These channels can be used to **securely upload and download files by approved members**. Public and non-sensitive information will be stored in an open shared folder to avoid unnecessary duplication of data. For example, the 2025 UWMP Guidebook and Water Use Efficiency reports can be saved in the shared folder for easy reference.
- 3. File Naming Protocol:** A document naming protocol will be launched at the kickoff meeting so that all data, spreadsheets, chapters, UWMP versions, and comment logs are kept in the correct folders and with the correct file name extensions. **This avoids version control issues and potential duplicate work.**

Last, but not least, we understand that it is the consultant's role to make the data gathering and 2025 UWMP preparation as easy as possible. As members of our team have not only worked on the 2020 UWMPs but also completed 200+ projects for all but one of your member agencies, we bring exceptionally strong relationships in your entire service area. Our personal and working relationships will help with data gathering and result in efficient project delivery.



Carollo will host and manage all the data and documents in an organized manner, such that MWDOC and the participating agencies only have to focus on providing raw data and conducting reviews. It is our job to make it easy for you!

- 2. Consistent Folder Structures:** We will work with MWDOC's project manager at the start of the project to review and refine our draft proposed folder structure that will be used for all UWMPs. This makes it easy for all team members to quickly find the right files for any member agency, which **enhances efficiency and allows support staff to quickly ramp up during peak production periods.**



The Carollo team is familiar with nearly all players in MWDOC's service area having collectively delivered more than 200 projects for the PAs in just the last decade. We will leverage our institutional knowledge and relationships in the 2025 UWMP updates.

3 Sound Quality Control that Promotes Smooth DWR Approval

Quality control is clearly important on any project we deliver. The unique project elements that make a robust and well-thought-out quality control and quality assurance (QAQC) process extra critical for this project are:

- The accelerated timeline of 11 months;
- A regulatory deadline that is truly fixed; and
- The simultaneous preparation of 20-ish plans that all roughly follow the same timeline, creating “waves” of deliverables and subsequent reviews.

To address the challenge of the “waves” of internal reviews, we plan to take a 2-pronged approach:

1. Staggered UWMP Delivery Schedule. We have separated the anticipated participating member agencies into four (4) groups based on their respective supply mix complexity. The delivery of the Draft, Final Draft, and Final UWMPs in each group are staggered by 1 week to phase both production and reviews. In addition, this allows more time to complete the more complicated plans and accelerates the UWMP of member agencies with fewer supplies and less complexity. The group allocations are consistent with Attachment A of the RFP and are shown on the project schedule on page 18.

2. Dedicated Technical Advisory Roles: As shown in our organization chart on page 2 we have included three technical advisors on our team. The advisors are not involved in the day-to-day project activities or meetings to maintain a truly independent review perspective. Each advisor has a unique and clearly defined responsibility as follows:



Dan Rodrigo: Conduct detailed review of narrative, numbers, and calculations of all Draft and Final Draft, and Final UWMPs. Assure consistency with MWDOC’s Water Reliability Study.



Michelle Maddaus: Conduct detailed review of narrative, numbers, and calculations of all Draft and Final Draft, and Final WSCPs.

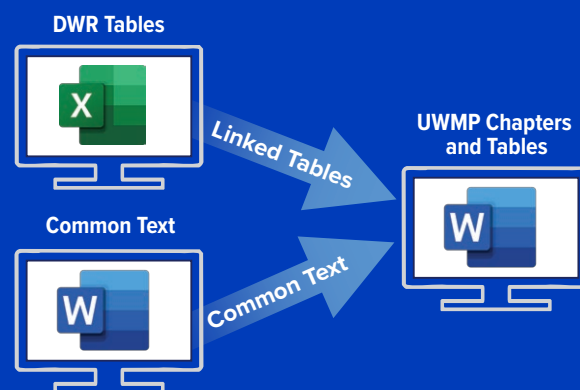


Jessica Fritsche: Conduct comprehensive review of the Final Draft and Final UWMPs and WSCPs from the DWR perspective, using the DWR checklist.

Smart Links Improve Efficiency, Accuracy, and Consistency

In addition, we plan to employ available document processing tools by setting up all the 2025 UWMP word documents such that the tables in the MS Word files are automatically linked to the corresponding master MS Excel workbook. As the UWMP tables are the core of these plans, we will be using the MS Excel workbooks as the master data repository from start to finish. We can then change numbers in excel when we get new information from a report or during the 1:1 meetings with the member agencies, and that automatically updates the corresponding report tables.

Similarly, we will link common text narratives in a master word document (e.g. about the project Basin Pumping Percentage with the Final GWRS Expansion) to the word documents of the applicable member agencies. The automatic updates via linked tables and common text improves efficiency, accuracy, and consistency between the various UWMPs.



Automatic updates via linked tables and common text improves efficiency, accuracy, and consistency.

Scope of Work

Task 1: Project Management

This task includes effort to communicate and coordinate with MWDOC and all the Participating Agencies on project issues and project status, maintain the project schedule, and complete monthly invoices and progress reports. Our quality control measures will be conducted under this task as well.

Task 1A - Meetings

We have scoped the following meetings:

- One 1-hour kickoff meeting with MWDOC.
- One 1-hour kickoff meeting with all Participating Agencies (PA).
- One 1:1 meeting with each individual PAs for UWMP.
- 30-minute biweekly check-in meetings with MWDOC's PM.
- 30-minute biweekly consultant team check-in meetings.

Task 1B - Invoicing and Progress Reporting

This task includes invoicing and creating monthly progress reports to describe accomplishments for the month and activities planned for the next month. Invoices will include a budget tracker table that provides budget spent, budget remaining, and percent complete by PA and for the overall project.

Task 1C – Quality Control

Carollo will follow a rigorous quality control process. Before the project begins, the project manager will prepare a project checklist. The checklist outlines key project steps and guides the team on quality management requirements. The checklist helps confirm that the project follows our quality management procedures.

As a minimum, quality management milestones are:

- **Work Plan.** A work plan will be developed to establish the work sequence effort, when work needs to occur within the project schedule, meeting times, discussion topics at the meetings, key decisions that need to be made, and the project deliverables.
- **Project Management Plan (PMP).** The PMP will include lines of communication, schedule, scope, budget, staffing plan, and special requirements. The project management plan will be distributed to

the entire project team and include quality review assignments by person, deliverable, and review period dates based on the kickoff meeting schedule.

- **Independent Final Checks.** Senior technical advisors, who are not involved in the project activities or meetings, will conduct independent technical review of the final draft and final deliverables using Carollo's "redlining" checking procedures as well as DWRs formal UWMP Checklist.

Task 1D - Data Management and Organization

Carollo will a setup secure SharePoint site with a logical folder structure to facilitate easy data sharing and deliverables reviews throughout the project. This will include secure folders for MWDOC and each PA, as well as an open shared folder. All raw data, UWMP spreadsheets, meeting materials, and UWMP document files will be stored in their respective folders.

Key Assumptions

- All meetings will be virtual.
- 11-month project duration (8/1/2025 – 7/1/2026).
- Up to 20 bi-weekly check-in calls with MWDOC, considering holidays and review times.
- MWDOC will provide a contact list of all team members from MWDOC and the PAs that need access to the SharePoint Site.

Key Deliverables

- Meeting agenda, PowerPoint presentation, and notes for both kickoff meetings (2x).
- Meeting agenda and summary of action items for each 1:1 meeting with the PAs.
- Monthly invoice, budget tracker, and progress report (11).
- Master Action and Decision Item log with ongoing updates.

Task 2: Data Collection and Information Review

Carollo will make use of the 2020 UWMPs, where possible. Carollo will access the 2020 UWMPs and previous water loss audits and Urban Water Use Objective Reports from the DWR's Water Use Efficiency (WUE) Data Portal website. Carollo will also request the following documents from MWDOC for review:

- Metropolitan's 2025 UWMP draft.
- 2025 Orange County Water Agencies Demand Forecast by agency.

- 2025 Orange County Water Agencies Demand Forecast Technical Memorandum.
- MWDOC's 2022 The Economic Impacts of Water Shortages on Orange County Report.
- 2025 Orange County Water and Wastewater Multi-Jurisdictional Local Hazard Mitigation Plan (MJHMP) with each PA's annex.
- MWDOC's water use efficiency programs information, including activities related to Making Conservation a California Way of Life framework and Urban Water Use Objective compliance approaches.
- MWDOC's water loss control programs information, including leak detection activities summaries for each PA that participates in this program.

Key Assumptions

- MWDOC will provide the following files in native format for both MWDOC and all PAs:
 - » 2020 UWMP report files in MS Word.
 - » 2020 UWMP tables in MS Excel.
 - » 2020 WSCP report files in Word.
 - » 2020 WSCP tables in MS Excel (if optional updates are requested).
 - » 2025 UWMP demand forecasts in MS Excel (prepared by Hazen and Sawyer).
- Native 2020 UWMP and WSCP files will be provided within 1 month of the NTP.
- Carollo will access relevant Orange County Water District (OCWD) documents available through the OCWD website. For any documents and information not available on the OCWD website, Carollo will include those in the data request to MWDOC.
- Carollo will request additional PA-specific documents e.g., Water Master Plans, Recycled Water Master Plans, Hazard Mitigation Plans, etc. from the PAs to support the preparation of the 2025 UWMPs.

Key Deliverables

- Prioritized Data Request matrix in Excel with updates.

Task 3: Draft and Final Draft 2025 UWMP

Carollo will write and format all sections of the 2025 UWMPs in accordance with the CWC requirements following the guidance from DWR's 2025 UWMP Guidebook once released. This includes preparation of the reports that will allow easy uploading to DWR in the required electronic format.

Carollo will respond/revise the 2025 UWMP in case DWR considers the submittal to be non-compliant with the Guidebook requirements and Carollo was provided with the necessary information to meet the Guidebook

requirements. Carollo will address the comments to the satisfaction of the PA and DWR within 3 months of receiving comments from DWR.

Task 3A – Draft UWMP

- Carollo will prepare the Draft 2025 UWMP including all necessary appendices and DWR tables for MWDOC and each PA and relevant agencies for review and comment.
- Carollo will complete the DWR UWMP Preparation Checklist for MWDOC and each PA.
- Carollo will submit the Draft UWMP in native format (MS Word) via posting on the project SharePoint Site.

Task 3B – Final Draft UWMP

- Carollo will address all the comments received on Draft 2025 UWMP, appendices and DWR tables to prepare the Final Draft 2025 UWMP.
- Carollo will submit two versions of the Final Draft UWMP in native MS Word format (one with track changes and one clean copy with all changes accepted).
- Carollo will create a consolidated PDF document of the Final Draft UWMP and corresponding attachments for public comment.

Key Assumptions

- Comments on the Draft and Final Draft UWMPs will be provided within 15 working days.
- MWDOC and each PA will provide consolidated comments in one single document using track changes in the native Word files.
- All deliverables will be submitted in electronic format only via posting on the project SharePoint Site.
- Comments from DWR will be addressed outside the 11-month project window.

Key Deliverables

- Draft 2025 UWMP.
- Final Draft 2025 UWMPs.

Task 4: Final 2025 UWMP

As part of this task, Carollo will incorporate public comments received during the public hearing process, and as approved and instructed by the respective PA. Carollo then will prepare the Final 2025 UWMP for MWDOC and all PAs with the inclusion of Adoption Notices. A consolidated PDF of the Final UWMP will all appendices, along with the native files will be uploaded to the SharePoint Site such that MWDOC and PAs can complete submittal to DWR.

Key Assumptions

- MWDOC and all PAs will each coordinate their Public Hearings and subsequently gather and consolidate any public comments received.
- Carollo will receive one consolidated electronic copy of all public comments that must be incorporated within 2 weeks of the public hearing and no later than June 1, 2026.

Key Deliverables

- Final 2025 UWMPs.

Optional Services

MWDOC and PAs may opt to have any of the following services in addition to those described under Tasks 1 through 4.

Optional Task 1: In-Person Individual Meetings

Carollo will schedule and attend individual in-person meetings with MWDOC and/or PAs. It is assumed that these meetings would not exceed 1 hour in duration. The fee estimate for this task represents one (1) extra meeting. MWDOC and/or PA(s) may elect to add multiple additional in-person meetings.

Optional Task 2: Additional Virtual 1:1 Meetings

Carollo will attend one extra virtual 1:1 meeting of up to 1 hour with MWDOC and/or PAs. It is assumed that these meetings would take place during the preparation of the Final Draft UWMPs. The fee estimate for this task represents one (1) extra virtual meeting. MWDOC and/or PA(s) may elect to add multiple additional virtual meetings.

Optional Task 3A: Additional Coordination (Option A)

This task can be utilized to accommodate some additional coordination effort required for agencies that have complicated arrangements, limited staff, and/or competing interests. For budgeting purposes, this effort is limited to approximately 10 extra labor hours and up to \$2,500 per Plan.

Optional Task 3B: Additional Coordination (Option B)

This task can be utilized to accommodate more extensive additional coordination effort required for agencies that have complicated arrangements, limited staff, and/or competing interests. For budgeting

purposes, this effort is limited to approximately 20 extra labor hours and up to \$5,000 per Plan.

Optional Task 4A: Ripple Effects (Option A)

This task would provide additional budget to process minor changes that might arise from Metropolitan or other new/changed data sources after completion of the Draft UWMP that would require changes that ripple through multiple tables and/or chapters. For budgeting purposes, this effort is limited to approximately 10 hours and \$2,500 per Plan.

Optional Task 4B: Ripple Effects (Option B)

This task would provide additional budget to process more extensive changes that might arise from Metropolitan or other new/changed data sources after completion of the Draft UWMP that would require changes that ripple through multiple tables and/or chapters. For budgeting purposes, this effort is limited to approximately 20 hours.

Optional Task 5A: Water Shortage Contingency Plan Revision (Option A)

This task can be utilized by PAs who decide to republish their 2020 WSCP by modifying the shortage levels and associated actions, consistent with Chapter 8 of the 2025 UWMP. This task does not include any WSCP modifications triggered by changes in water supplies, MET's shortage triggers, Hazard Mitigation Plans, Climate Action Plans, and/or Communication Plans. The 1:1 meeting with the PA included in Task 1 will be used to discuss the changes in shortage levels and actions with the PA. Optional Task O1 or O2 can be utilized if additional meetings with the PA are warranted to complete this optional task.

Optional Task 5B: Water Shortage Contingency Plan Revision (Option B)

This task can be utilized by PAs who decide to only make moderate updates to their 2020 WSCP by modifying the shortage levels and associated actions, consistent with Chapter 8 of the 2025 UWMP. In addition, changes in Hazard Mitigation Plans, Climate Action Plans, and/or Communication Plans will be incorporated in the updated WSCP. Up to one (1) additional virtual 1:1 meetings of up to 1 hour will be held to discuss the content change with the PA.

Optional Task 5C: Water Shortage Contingency Plan Revision (Option C)

This task can be utilized by PAs who decide to make significant updates to their 2020 WSCP to incorporate changes in water supplies, MET's shortage triggers, Hazard Mitigation Plans, Climate Action Plans, and/or Communication Plans. As part of this task, the Carollo team will revise the 2020 WSCP and revisit the 6 shortage levels or other requirements as defined in the draft guidebook tables and consistent with Chapter 8 of the 2025 UWMP. Up to two (2) additional virtual 1:1 meetings of up to 1 hour will be held to discuss the content change with the PA.

Optional Task 6: Adoption Process Support

For PAs who elect this optional task, Carollo will coordinate and prepare up to five (5) notifications for the circulation of the Final Draft UWMP that can be circulated to the public, cities, and county. In addition, Carollo will prepare the resolution for 2025 UWMP Adoption.

Optional Task 7A: Management/Board/Public Hearing Presentation Template

Carollo will prepare a PowerPoint presentation template that can easily be populated with content from the Final Draft 2025 UWMP by MWDOC or PA to conduct a 10-minute/10-15 slide presentation to their Executive Management, Board of Directors, or General Public. Only one (1) template will be prepared that can be used by all agencies with clear placeholders on where to change the agency name, logo, and which tables/charts/content to replace on each slide.

Optional Task 7B: Management/Board/Public Hearing Presentation

Carollo will utilize the template prepared as part of Optional Task 7A to prepare a 10-minute PowerPoint presentation that summarizes the 2025 UWMP and that can be used by MWDOC or PA to present the report to their Executive Management, Board of Directors, or General Public. As desired, Carollo will either present at, or only attend, one Management/Board/Public Hearing meeting as part of Optional Task 08.

Optional Task 8: Public Hearing Meeting

As part of this task, Carollo would attend the 2025 UWMP Public Hearing to provide backup and answer any questions at the end of the public hearing process

at the meeting where the 2025 UWMP is on the agenda for adoption. The fee estimate for this task represents one (1) public hearing.

Optional Task 9: DWR Submittal

Carollo will submit the 2025 UWMP data to the DWR WUE Portal online.

Optional Task 10A: 2025 UWMP 5 Hard Copies

Carollo will print and deliver up to 5 hard copies of the 2025 UWMP with appendices.

Optional Task 10B: 2025 UWMP 10 Hard Copies

Carollo will print and deliver up to 10 hard copies of the 2025 UWMP with appendices.

Optional Task 11A: Incorporate Climate Impacts (Option A)

Carollo will review how climate change impacts were considered in the 2025 UWMP demand forecast developed by another consultant and make recommendations for potentially more/less conservative demand forecasting adjustments for normal, dry, and/or wet years using AWWA's guidebook "Incorporating Climate Change Impacts into Demand Forecasting" (AWWA, 2025). It is assumed that this optional task would be elected by MWDOC and/or PA(s) at the project kickoff to avoid ripple effects. The 1:1 meeting included in Task 1 would be used to discuss and decide on potential modifications of the demand forecast numbers provided at the start of the project.

Optional Task 11B: Incorporate Climate Impacts (Option B)

Carollo will incorporate climate change impacts in the supply availability consistent with the assumptions and findings of MWDOC's Water Reliability Study, specifically as it pertains to projected imported water availability under single dry and multiple dry year conditions. The 1:1 meeting included in Task 1 would be used to discuss and decide on potential modifications of the demand forecast numbers provided at the start of the project.

D. Project Schedule

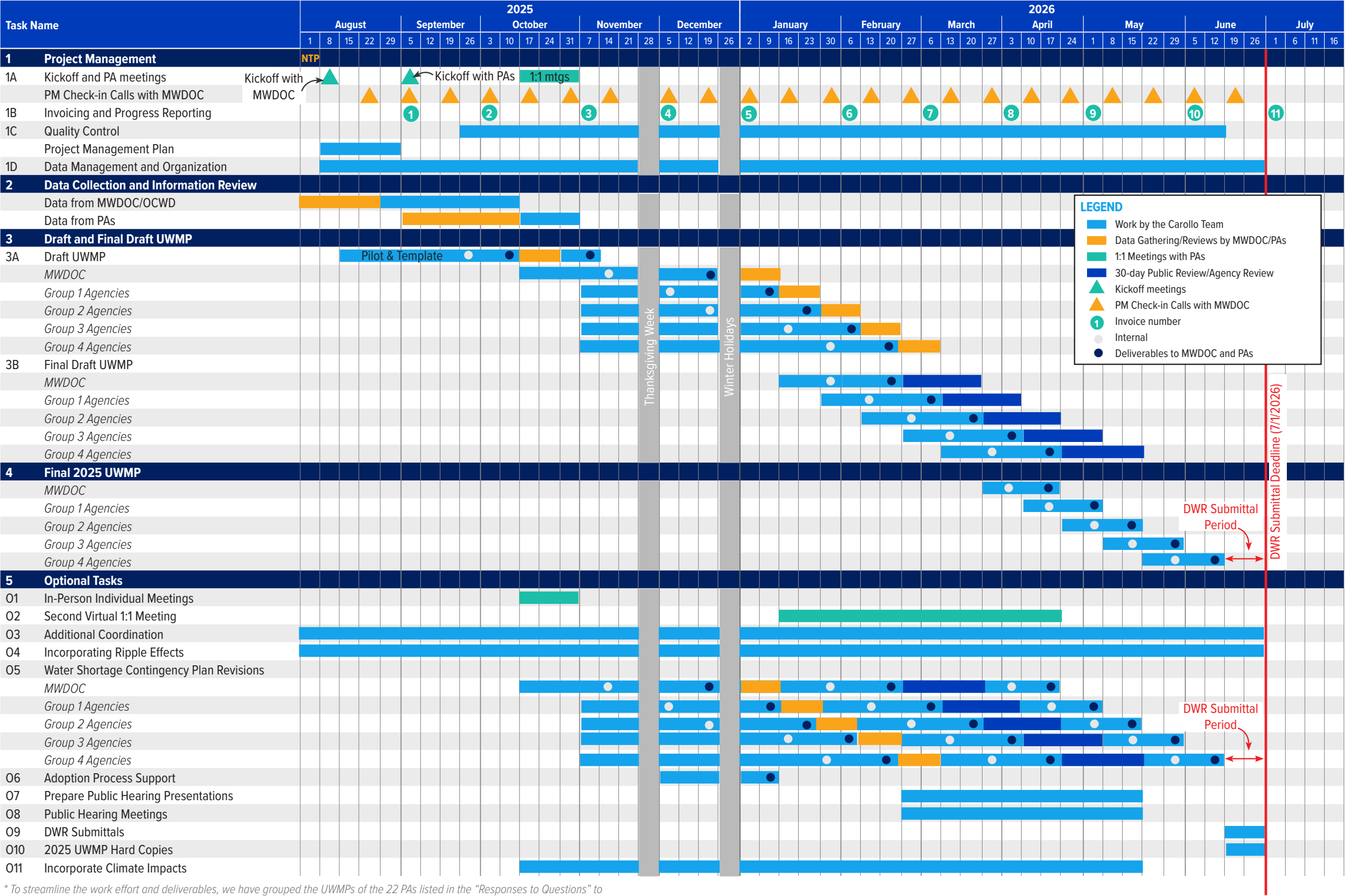
Project Schedule

Meeting the aggressive project schedule of 11 months is one of the key project challenges. Our team has completed many complex planning efforts with multi-agency coordination of similar and larger scope/scale successfully under tight schedules. With the specialty expertise and availability of our team, we are committed to completing the **final 2025 UWMPs by June 12, 2026** such that there ample time for submittal to DWR by the deadline of July 1, 2026.

The proposed project schedule is based on our project understanding and a contract award by August 1, 2025 as noted in the RFP. The work effort to be completed by the Carollo team is shown in blue bars, while the MWDOC and participating agencies (PAs) reviews are shown in orange. All key deliverables are shown with white (draft) and dark blue (final) dots.

The project schedule aligns with the work plan, our approach, and meets the timeline listed in the RFP. This schedule is based on the following key assumptions:

- The project kick-off meeting with MWDOC is held in the week of August 8, 2025.
- The project kick-off meeting with the PAs is held in the week of September 5.
- The virtual bi-weekly PM meetings with MWDOC will be held starting in the week of August 22, 2025 through the week of June 19, 2026.
- The one-on-one meetings with the PAs will be completed within a 3-week period, with 1-hour time slots per PA.
- MWDOC and PA staff will review all deliverables within 2 weeks.
- All project meetings will be scheduled at the start of the project and take place virtually using MS Teams (or similar), unless in-person meetings are requested by MWDOC and PAs as part of the optional tasks.



* To streamline the work effort and deliverables, we have grouped the UWMPs of the 22 PAs listed in the "Responses to Questions" to the RFP into 4 groups. The grouping will be finalized at the kickoff meeting with MWDOC based on the final list of PAs. For example:
Group 1: Approximately 5 of 11 OCWD Groundwater Agencies
Group 2: Approximately 6 of 11 OCWD Groundwater Agencies
Group 3: Approximately 5 OCWD Groundwater Agencies with Recycled Water
Group 4: Approximately 6 South County Agencies with Recycled Water & Non-OCWD Groundwater Agencies

E. Fee Schedule

Fee Proposal

The Fee Proposal presented herein is based on our current understanding of the anticipated Guidebook Changes presented in the project understanding (page 10) and the scope of work presented on pages 15-18. It should be noted that although this is not a technically challenging project, the combined effort is still an extensive undertaking. This project will involve a lot of coordination with 20+ agencies and 3 versions of each UWMP with quality control of all 60+ plans to ensure accuracy and consistency. Our fee proposal reflects the necessary effort to ensure smooth approval of the 2025 UWMPs by DWR, such that MWDOC and all Participating Agencies (PAs) maintain full eligibility for state grants and loans. Any significant changes incorporated in the Final 2025 UWMP Guidebook and/or requests to include optional tables, could require a change in the level of effort and budget. We look forward to the opportunity to negotiate these changes upon notice of selection and release of the Final Guidebook.

The table shown below summarizes our estimated costs to complete the 2025 UWMPs by agency group as requested in the RFP. A detailed fee estimate with a breakdown of labor hours by task, subtask, and team member is provided on the next page.

Our key assumptions that affect our labor estimate for this cost proposal include:

- 11-month duration.
- 22 biweekly project management calls of ½ hour duration.
- All meetings will take place virtually using MS Teams or similar platform, except for in-person meetings included in Optional Task 1.
- To streamline data gathering and deliverable production, all PAs will be known at the kickoff meeting with MWDOC.
- The virtual/in-person 1:1 coordination meetings with each of the PAs do not exceed 1 hour.
- The virtual 1:1 coordination calls will take place in designated meeting blocks of 4 hours each. MWDOC will coordinate with the PAs to get all virtual and/or in-person meetings scheduled.
- The PAs will deliver all requested data using the data gathering template (in Excel) provided via the secure project SharePoint site, setup and hosted by Carollo.
- All deliverables will be delivered electronically. Comments will be returned as a compiled set of consolidated comments using track changes on word documents and the comment response log spreadsheet template provided by Carollo.
- The optional tables and/or task items included in the Scope of Work can be added individually by each PA as desired, and/or modified or supplemented with other optional task ideas as desired by MWDOC and the PAs.
- Printing of hard copy UWMPs are estimated to cost \$250 each, including shipping.

FEE SUMMARY PROPOSAL - COST PER CATEGORY OF UWMP

UWMP Category	Minimum of 15 Agencies	More than 20 Agencies
MWDOC	\$74,727	
Group 1 - OCWD Groundwater Agencies	\$41,488	\$40,433
Group 2 - OCWD Groundwater Agencies with Recycled Water	\$44,637	\$43,582
Group 3 - South Orange County Agencies with Recycled Water	\$47,251	\$46,196
Group 4 - South Orange County Agencies without Recycled Water	\$42,369	\$41,314
Group 5 - Non-OCWD North County Groundwater Basin Agencies	\$47,251	\$46,196

Task Description	CAROLLO ENGINEERS								CDM SMITH						MADDAUS WATER MANAGEMENT					OTHER DIRECT COSTS				TOTALS	
	Principal-in-Charge Graham Juby	Project Manager Inge Wiersema	Project Engineer Anthony Cemo	QC Lead Jessica Fritsche	Chapter 4 Lead Nicola Fontaine	Chapter Lead and Document Support Myra Lara	Chapter 3 Lead Becky Gates	Administrative Support	UWMP QC Lead Dan Rodrigo	Chapter 6 Lead Brian Shepard	Chapter 7 Lead Andria Loutsch	Chapter 8 Lead Bill Fernandez	WSCP Lead Bill Fernandez	Administrative Support	WSCP QC Lead Michelle Maddaus	Chapter 5 Lead Tess Kretschmann	Chapter 9 Lead Nicki Powell	WSCP Ch 3 Lead Nicki Powell	WSCP Ch 1/2/4 Lead Victoria Bravo	Subconsultant Markups (5%)	PECE*	Travel, Printing, Miscellaneous	Total ODCs*	Labor Hours	Fee Estimate
Hourly Rates (\$/hr)	\$350	\$350	\$225	\$285	\$225	\$175	\$200	\$150	\$340	\$165	\$250	\$240	\$240	\$165	\$340	\$240	\$165	\$165	\$135	5%	\$15.00				
Task 1 - Project Management	8	40	85	4	0	61	0	2	15	12	8	3	0	11	4	11	11	0	11	\$946	\$3,000	\$-	\$3,946	286	\$70,901
Kickoff with MWDOC	1	2	5	0	0	4	0	1	1	0	0	0	0	0	1	0	0	0	0	\$34	\$195	\$-	\$229	15	\$3,934
Kickoff with all PAs	1	2	5	0	0	4	0	1	1	1	0	0	0	0	1	0	0	0	0	\$42	\$195	\$-	\$237	16	\$4,107
1:1 Meeting with Individual PAs	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$60	\$-	\$60	4	\$860
Internal Biweekly Meetings	0	11	11	0	0	11	0	0	0	11	8	3	0	0	0	0	11	0	0	\$318	\$495	\$-	\$813	66	\$15,413
Biweekly PM Checkins with MWDOC	0	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$330	\$-	\$330	22	\$6,655
Task 1B - Invoicing and Progress Reporting	6	11	11	0	0	0	0	0	11	0	0	0	0	11	0	11	0	0	11	\$484	\$420	\$-	\$904	72	\$19,009
Task 1C - Quality Control per UWMP	0	0	0	4	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	\$68	\$60	\$-	\$128	8	\$2,628
Task 1D - Data Management and Organization	0	3	40	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$1,245	\$-	\$1,245	83	\$18,295
Task 2 - Data Collection and Review (per UWMP)	0	0	4	0	2	0	2	0	0	2	2	0	0	0	0	0	0	0	0	\$42	\$120	\$-	\$162	12	\$2,742
Task 3 - Draft and Final UWMP - MWDOC	0	6	52	0	28	8	6	44	4	28	28	16	0	0	4	6	8	0	0	\$1,047	\$2,160	\$-	\$3,207	238	\$53,447
Develop Pilot Template	0	2	40	0	16	0	0	32	4	4	4	4	0	0	4	0	0	0	0	\$267	\$1,350	\$-	\$1,617	110	\$25,057
Task 3A - Draft UWMP	0	2	8	0	8	4	4	8	0	16	16	8	0	0	0	4	6	0	0	\$526	\$510	\$-	\$1,036	84	\$18,546
Task 3B - Final Draft UWMP	0	2	4	0	4	4	2	4	0	8	8	4	0	0	0	2	2	0	0	\$255	\$300	\$-	\$555	44	\$9,845
Task 3 - Draft and Final UWMP - Group 1 Agencies	0	4	10	0	6	6	6	12	0	20	12	6	0	0	0	6	8	0	0	\$525	\$660	\$-	\$1,185	96	\$20,735
Task 3A - Draft UWMP	0	2	6	0	4	4	4	8	0	12	8	4	0	0	0	4	6	0	0	\$345	\$420	\$-	\$765	62	\$13,305
Task 3B - Final Draft UWMP	0	2	4	0	2	2	2	4	0	8	4	2	0	0	0	2	2	0	0	\$181	\$240	\$-	\$421	34	\$7,431
Task 3 - Draft and Final UWMP - Group 2 Agencies	0	4	10	0	14	6	6	12	0	18	18	6	0	0	0	6	8	0	0	\$584	\$780	\$-	\$1,364	108	\$23,884
Task 3A - Draft UWMP	0	2	6	0	8	4	4	8	0	12	12	4	0	0	0	4	6	0	0	\$395	\$480	\$-	\$875	70	\$15,315
Task 3B - Final Draft UWMP	0	2	4	0	6	2	2	4	0	6	6	2	0	0	0	2	2	0	0	\$189	\$300	\$-	\$489	38	\$8,569
Task 3 - Draft and Final UWMP - Group 3 Agencies	0	4	10	0	14	6	6	12	0	24	24	6	0	0	0	6	8	0	0	\$708	\$780	\$-	\$1,488	120	\$26,498
Task 3A - Draft UWMP	0	2	6	0	8	4	4	8	0	16	16	4	0	0	0	4	6	0	0	\$478	\$480	\$-	\$958	78	\$17,058
Task 3B - Final Draft UWMP	0	2	4	0	6	2	2	4	0	8	8	2	0	0	0	2	2	0	0	\$231	\$300	\$-	\$531	42	\$9,441
Task 3 - Draft and Final UWMP - Group 4 Agencies	0	4	10	0	10	6	6	12	0	15	15	6	0	0	0	6	8	0	0	\$521	\$720	\$-	\$1,241	98	\$21,616
Task 3A - Draft UWMP	0	2	6	0	6	4	4	8	0	10	10	4	0	0	0	4	6	0	0	\$353	\$450	\$-	\$803	64	\$13,963
Task 3B - Final Draft UWMP	0	2	4	0	4	2	2	4	0	5	5	2	0	0	0	2	2	0	0	\$168	\$270	\$-	\$438	34	\$7,653
Task 3 - Draft and Final UWMP - Group 5 Agencies	0	4	10	0	14	6	6	12	0	24	24	6	0	0	0	6	8	0	0	\$708	\$780	\$-	\$1,488	120	\$26,498
Task 3A - Draft UWMP	0	2	6	0	8	4	4	8	0	16	16	4	0	0	0	4	6	0	0	\$478	\$480	\$-	\$958	78	\$17,058
Task 3B - Final Draft UWMP	0	2	4	0	6	2	2	4	0	8	8	2	0	0	0	2	2	0	0	\$231	\$300	\$-	\$531	42	\$9,441
Task 4 - Final 2025 UWMP - MWDOC	0	2	4	0	2	4	2	8	0	6	4	2	0	0	0	2	0	0	0	\$148	\$330	\$-	\$478	36	\$7,778
Task 4 - Final 2025 UWMP - Group 1 Agencies	0	2	4	0	2	2	2	6	0	4	2	2	0	0	0	2	0	0	0	\$106	\$270	\$-	\$376	28	\$6,196
Task 4 - Final 2025 UWMP - Group 2 Agencies	0	2	4	0	2	2	2	6	0	4	2	2	0	0	0	2	0	0	0	\$106	\$270	\$-	\$376	28	\$6,196
Task 4 - Final 2025 UWMP - Group 3 Agencies	0	2	4	0	2	2	2	6	0	4	2	2	0	0	0	2	0	0	0	\$106	\$270	\$-	\$376	28	\$6,196
Task 4 - Final 2025 UWMP - Group 4 Agencies	0	2	4	0	2	2	2	6	0	4	2	2	0	0	0	2	0	0	0	\$106	\$270	\$-	\$376	28	\$6,196
Task 4 - Final 2025 UWMP - Group 5 Agencies	0	2	4	0	2	2	2	6	0	4	2	2	0	0	0	2	0	0	0	\$106	\$270	\$-	\$376	28	\$6,196

* ODCs include \$15.00 per labor hour Project Equipment and Communication Expense (PECE).

Task Description	CAROLLO ENGINEERS								CDM SMITH						MADDAUS WATER MANAGEMENT					OTHER DIRECT COSTS				TOTALS	
	Principal-in-Charge Graham Juby	Project Manager Inge Wiersema	Project Engineer Anthony Cemo	QC Lead Jessica Fritsche	Chapter 4 Lead Nicola Fontaine	Chapter Lead and Document Support Myra Lara	Chapter 3 Lead Becky Gates	Administrative Support	UWMP QC Lead Dan Rodrigo	Chapter 6 Lead Brian Shepard	Chapter 7 Lead Andria Loutsch	Chapter 8 Lead Bill Fernandez	WSCP Lead Bill Fernandez	Administrative Support	WSCP QC Lead Michelle Maddaus	Chapter 5 Lead Tess Kretschmann	Chapter 9 Lead Nicki Powell	WSCP Ch 3 Lead Nicki Powell	WSCP Ch 1/2/4 Lead Victoria Bravo	Subconsultant Markups (5%)	PECE*	Travel, Printing, Miscellaneous	Total ODCs*	Labor Hours	Fee Estimate
Optional Tasks																									
Task 01: In-Person Individual Meetings (\$/mtg)	0	4	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$150	\$100	\$250	10	\$2,700
Task 02: Additional Virtual 1:1 Meeting	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$60	\$0	\$60	4	\$860
Task 03A: Additional Coordination (Option A)	0	2	2	0	1	1	0	0	0	1	1	0	0	0	0	1	0	0	0	\$33	\$90	\$172	\$295	9	\$2,500
Task 03B: Additional Coordination (Option B)	0	4	4	0	2	2	2	1	0	1	1	1	0	0	0	1	1	0	0	\$53	\$225	\$12	\$290	20	\$5,000
Task 04A: Incorporating Ripple Effects (Option A)	0	2	2	0	1	1	0	1	0	1	1	0	0	0	0	1	0	0	0	\$33	\$105	\$7	\$145	10	\$2,500
Task 04B: Incorporating Ripple Effects (Option B)	0	4	4	0	2	2	2	4	0	1	1	1	0	0	0	1	1	0	0	\$53	\$270	\$12	\$335	23	\$5,495
Task 05A: WSCP Revision (Option A)	0	1	1	0	0	0	0	8	0	0	0	0	2	0	1	0	0	12	0	\$140	\$150	\$0	\$290	25	\$4,865
Task 05B: WSCP Revision (Option B)	0	1	1	0	0	0	0	8	0	0	0	0	4	0	2	0	0	16	12	\$295	\$150	\$0	\$445	48	\$8,120
Task 05C: WSCP Revision (Option C)	0	2	4	2	0	0	0	8	2	0	0	0	12	0	4	0	0	20	24	\$573	\$240	\$0	\$813	78	\$15,643
Task 06: Adoption Process Support	0	2	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$150	\$0	\$150	10	\$2,450
Task 07A: Public Hearing Presentation Template	0	2	2	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	\$0	\$105	\$0	\$105	7	\$1,755
Task 07B: Management/Board/Public Hearing Presentation	0	0	2	0	0	2	0	1	0	1	0	0	0	0	0	0	1	0	0	\$17	\$75	\$0	\$92	7	\$1,372
Task 08: Public Hearing Meetings (\$/mtg)	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$60	\$100	\$160	4	\$1,560
Task 09: DWR Submittal	0	1	1	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$90	\$0	\$90	6	\$1,365
Task 010A: 2025 UWMP 5 Hard Copies	0	2	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	\$0	\$75	\$1,250	\$1,325	5	\$2,525
Task 010B: 2025 UWMP 10 Hard Copies	0	2	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	\$0	\$75	\$2,500	\$2, 575	5	\$3,775
Task 011A: Incorporate Climate Impacts (Option A)	0	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$180	\$15	\$195	12	\$3, 385
Task 011B: Incorporate Climate Impacts (Option B)	0	2	4	0	0	0	0	0	2	16	4	0	0	0	0	0	0	0	0	\$216	\$90	\$15	\$321	28	\$6,241

* ODCs include \$15.00 per labor hour Project Equipment and Communication Expense (PECE).

Exhibit B-2

Cost Summary

Exhibit B-2

Cost Summary For Development of 2025 Urban Water Management Plans

Optional Tasks and Contingency Items

	Budget Groupings of Agencies	Base Price	Task O1: In-Person Individual Meetings (\$/mtg)	Task O2: Additional Virtual 1:1 Meeting	Task O3A: Additional Coordination (Option A)	Task O3B: Additional Coordination (Option B)	Task O4A: Incorporating Ripple Effects (Option A)	Task O4B: Incorporating Ripple Effects (Option B)	Task O5A: Water Shortage Contingency Plan (WSCP) Revision	Task O5B: Water Shortage Contingency Plan (WSCP) Revision	Task O5C: Water Shortage Contingency Plan (WSCP) Revision	Task O6: Adoption Process Support	Task O7A: Public Hearing Presentation Template	Task O7B: Management/Board/ Public Hearing Presentation	Task O8: Public Hearing Meetings (\$/mtg)	Task O9: DWR Submittal	Task O10A: 2025 UWMP 5 Hard Copies	Task O10B: 2025 UWMP 10 Hard Copies	Task O11A: Incorporating Climate change Impacts (Option A)	Task O11B: Incorporating Climate change Impacts (Option B)	Grand Total by Agency	Total Optional/Contingency Tasks Selected
			\$ 2,700	\$ 860	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,495	\$ 4,865	\$ 8,120	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	\$ 3,775	\$ 3,385	\$ 6,241		
MWDOC																						
1	MWDOC	\$74,727	-	-	-	-	\$ 2,500	-	-	-	-	-	\$ 1,755	-	-	\$ 1,365	-	-	-	-	\$ 80,347	\$ 5,620
OCWD Groundwater Agencies																						
2	City of Buena Park	\$40,433	-	\$ 860	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	-	-	\$ 61,185	\$ 20,752
3	City of Fullerton (not a part of MWDOC)	\$40,433	\$ 2,700	\$ 860	\$ 2,500	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	\$ 3,385	-	\$ 69,770	\$ 29,337
4	City of Garden Grove	\$40,433	-	\$ 860	\$ 2,500	-	-	\$ 5,495	-	\$ 8,120	-	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 65,910	\$ 25,477
5	City of La Palma	\$40,433	-	\$ 860	-	-	-	-	-	-	-	-	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 44,030	\$ 3,597
6	City of Orange	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 46,663	\$ 6,230
7	City of Seal Beach	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 49,595	\$ 9,162
8	City of Tustin	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	-	-	-	-	\$ 6,241	\$ 51,539	\$ 11,106
9	Yorba Linda Water District	\$40,433	\$ 2,700	\$ 860	-	-	-	-	-	\$ 8,120	-	-	\$ 1,755	-	\$ 1,560	\$ 1,365	-	-	-	-	\$ 56,793	\$ 16,360
10	City of Westminster	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 46,663	\$ 6,230
11	East Orange County Water District*	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	\$ 2,450	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 50,485	\$ 10,052
12	Huntington Beach	\$40,433	-	\$ 860	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 41,293	\$ 860
13	Serrano Water District*	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	\$ 2,450	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 50,485	\$ 10,052
OCWD Groundwater Agencies with Recycled Water																						
14	City of Anaheim	\$43,582	\$ 2,700	\$ 860	-	\$ 5,000	-	\$ 5,495	-	-	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	\$ 3,775	\$ 3,385	-	\$ 88,942	\$ 45,360
15	City of Fountain Valley	\$43,582	-	\$ 860	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	\$ 1,755	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 62,004	\$ 18,422
16	City of Newport Beach	\$43,582	\$ 2,700	-	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	-	\$ 1,365	\$ 2,525	-	-	-	\$ 64,614	\$ 21,032
17	City of Santa Ana (not a part of MWDOC)	\$43,582	\$ 2,700	\$ 860	\$ 2,500	-	\$ 2,500	-	-	-	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	\$ 3,385	-	\$ 79,672	\$ 36,090
18	Mesa Water District	\$43,582	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 49,812	\$ 6,230
South County Agencies with Recycled Water																						
19	City of San Clemente	\$46,196	-	-	-	-	-	-	-	\$ 8,120	-	-	-	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 58,613	\$ 12,417
20	Santa Margarita Water District	\$46,196	-	\$ 860	\$ 2,500	-	\$ 2,500	-	-	-	-	-	-	\$ 1,372	\$ 1,560	-	-	-	\$ 3,385	-	\$ 58,373	\$ 12,177
21	South Coast Water District	\$46,196	-	-	-	-	\$ 2,500	-	\$ 4,865	-	-	-	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	\$ 3,385	-	\$ 62,998	\$ 16,802
22	Trabuco Canyon Water District	\$46,196	-	-	-	-	-	-	-	-	-	\$ 2,450	\$ 1,755	-	-	\$ 1,365	\$ 2,525	-	-	-	\$ 54,291	\$ 8,095
South County Agencies without Recycled Water																						
23	Laquna Beach County Water District	\$41,314	-	-	-	-	-	-	\$ 4,865	-	-	-	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 48,916	\$ 7,602
Non-OCWD Groundwater Agencies																						
24	City of Brea	\$46,196	-	-	-	-	-	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	-	\$ 2,525	-	-	-	\$ 62,223	\$ 16,027
25	City of La Habra	\$46,196	-	\$ 860	-	-	-	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	-	-	\$ 64,448	\$ 18,252
Total for All Agencies																						
Total		\$1,055,890	\$ 13,500	\$ 9,460	\$ 10,000	\$ 5,000	\$ 20,000	\$ 10,990	\$ 38,920	\$ 73,080	\$ 31,286	\$ 26,950	\$ 14,040	\$ 21,952	\$ 18,720	\$ 27,300	\$ 15,150	\$ 3,775	\$ 16,925	\$ 6,241	\$ 1,419,179	\$ 363,289

*Optional Tasks costs for EOCWD and Serrano WD are placeholder estimates only. Pending task selections from these two agencies.

Legend	Status
	Contingecy Items Activated
	Not Activated

EXHIBIT B
Cost Summary for Development of Urban Water Management Plans for 2025

Exhibit B

Cost Summary For Development of 2025 Urban Water Management Plans

Optional Tasks and Contingency Items

	Budget Groupings of Agencies	Base Price	Task O1: In-Person Individual Meetings (\$/mtg)	Task O2: Additional Virtual 1:1 Meeting	Task O3A: Additional Coordination (Option A)	Task O3B: Additional Coordination (Option B)	Task O4A: Incorporating Ripple Effects (Option A)	Task O4B: Incorporating Ripple Effects (Option B)	Task O5A: Water Shortage Contingency Plan (WSCP) Revision	Task O5B: Water Shortage Contingency Plan (WSCP) Revision	Task O5C: Water Shortage Contingency Plan (WSCP) Revision	Task O6: Adoption Process Support	Task O7A: Public Hearing Presentation Template	Task O7B: Management/Board/ Public Hearing Presentation	Task O8: Public Hearing Meetings (\$/mtg)	Task O9: DWR Submittal	Task O10A: 2025 UWMP 5 Hard Copies	Task O10B: 2025 UWMP 10 Hard Copies	Task O11A: Incorporating Climate change Impacts (Option A)	Task O11B: Incorporating Climate change Impacts (Option B)	Grand Total by Agency	Total Optional/Contingency Tasks Selected
			\$ 2,700	\$ 860	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,495	\$ 4,865	\$ 8,120	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	\$ 3,775	\$ 3,385	\$ 6,241		
MWDOC																						
1	MWDOC	\$74,727	-	-	-	-	\$ 2,500	-	-	-	-	-	\$ 1,755	-	-	\$ 1,365	-	-	-	-	\$ 80,347	\$ 5,620
OCWD Groundwater Agencies																						
2	City of Buena Park	\$40,433	-	\$ 860	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	-	-	\$ 61,185	\$ 20,752
3	City of Fullerton (not a part of MWDOC)	\$40,433	\$ 2,700	\$ 860	\$ 2,500	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	\$ 3,385	-	\$ 69,770	\$ 29,337
4	City of Garden Grove	\$40,433	-	\$ 860	\$ 2,500	-	-	\$ 5,495	-	\$ 8,120	-	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 65,910	\$ 25,477
5	City of La Palma	\$40,433	-	\$ 860	-	-	-	-	-	-	-	-	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 44,030	\$ 3,597
6	City of Orange	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 46,663	\$ 6,230
7	City of Seal Beach	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 49,595	\$ 9,162
8	City of Tustin	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	-	-	-	-	\$ 6,241	\$ 51,539	\$ 11,106
9	Yorba Linda Water District	\$40,433	\$ 2,700	\$ 860	-	-	-	-	-	\$ 8,120	-	-	\$ 1,755	-	\$ 1,560	\$ 1,365	-	-	-	-	\$ 56,793	\$ 16,360
10	City of Westminster	\$40,433	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 46,663	\$ 6,230
11	East Orange County Water District	\$40,433	-	\$ 860	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 47,523	\$ 7,090
12	Huntington Beach	\$40,433	-	\$ 860	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 41,293	\$ 860
OCWD Groundwater Agencies with Recycled Water																						
13	City of Anaheim	\$43,582	\$ 2,700	\$ 860	-	\$ 5,000	-	\$ 5,495	-	-	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	\$ 3,775	\$ 3,385	-	\$ 88,942	\$ 45,360
14	City of Fountain Valley	\$43,582	-	\$ 860	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	\$ 1,755	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 62,004	\$ 18,422
15	City of Newport Beach	\$43,582	\$ 2,700	-	-	-	\$ 2,500	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	-	\$ 1,365	\$ 2,525	-	-	-	\$ 64,614	\$ 21,032
16	City of Santa Ana (not a part of MWDOC)	\$43,582	\$ 2,700	\$ 860	\$ 2,500	-	\$ 2,500	-	-	-	\$ 15,643	\$ 2,450	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	\$ 3,385	-	\$ 79,672	\$ 36,090
17	Mesa Water District	\$43,582	-	-	-	-	-	-	\$ 4,865	-	-	-	-	-	-	\$ 1,365	-	-	-	-	\$ 49,812	\$ 6,230
South County Agencies with Recycled Water																						
18	City of San Clemente	\$46,196	-	-	-	-	-	-	-	\$ 8,120	-	-	-	\$ 1,372	\$ 1,560	\$ 1,365	-	-	-	-	\$ 58,613	\$ 12,417
19	Santa Margarita Water District	\$46,196	-	\$ 860	\$ 2,500	-	\$ 2,500	-	-	-	-	-	-	\$ 1,372	\$ 1,560	-	-	-	\$ 3,385	-	\$ 58,373	\$ 12,177
20	South Coast Water District	\$46,196	-	-	-	-	\$ 2,500	-	\$ 4,865	-	-	-	\$ 1,755	\$ 1,372	\$ 1,560	\$ 1,365	-	-	\$ 3,385	-	\$ 62,998	\$ 16,802
21	Trabuco Canyon Water District	\$46,196	-	-	-	-	-	-	-	-	-	\$ 2,450	\$ 1,755	-	-	\$ 1,365	\$ 2,525	-	-	-	\$ 54,291	\$ 8,095
South County Agencies without Recycled Water																						
22	Laguna Beach County Water District	\$41,314	-	-	-	-	-	-	\$ 4,865	-	-	-	-	\$ 1,372	-	\$ 1,365	-	-	-	-	\$ 48,916	\$ 7,602
Non-OCWD Groundwater Agencies																						
23	City of Brea	\$46,196	-	-	-	-	-	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	-	\$ 2,525	-	-	-	\$ 62,223	\$ 16,027
24	City of La Habra	\$46,196	-	\$ 860	-	-	-	-	-	\$ 8,120	-	\$ 2,450	-	\$ 1,372	\$ 1,560	\$ 1,365	\$ 2,525	-	-	-	\$ 64,448	\$ 18,252
Total for All Agencies																						
Total		\$1,055,890	\$ 13,500	\$ 10,320	\$ 10,000	\$ 5,000	\$ 20,000	\$ 10,990	\$ 38,920	\$ 73,080	\$ 31,286	\$ 24,500	\$ 14,040	\$ 20,580	\$ 18,720	\$ 27,300	\$ 15,150	\$ 3,775	\$ 16,925	\$ 6,241	\$ 1,416,217	\$ 360,327

Legend	Status
	Contingecy Items Activated
	Not Activated

Last update: 8/7/2025