

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT (“Agreement”)** is entered into as of February 7, 2025 (“**Effective Date**”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“**District**”), and Water Systems Consulting, Inc., a California corporation (“**Consultant**”). District and Consultant are sometimes referred to herein collectively as “**Parties**” and individually as “**Party**.”

### RECITALS

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

**JOB NAME:** 2025 Regional Urban Water Management Plan

**JOB NUMBER:** 1683

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

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

**NOW, THEREFORE**, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

## ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed Five Hundred and Thirteen Thousand, One Hundred and Seventeen Dollars (\$513,117) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

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

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

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

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

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

**ARTICLE III**  
**WORK PRODUCT; CONFIDENTIAL INFORMATION**

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

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

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

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information. Consultant may disclose Confidential information to the extent required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for Consultant to defend itself in any legal dispute; provided that, to the extent legally permitted, Consultant shall give District reasonable written notice to allow District to seek a protective order or other appropriate remedy, disclose only such Confidential Information as is required by the governmental entity, and use commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

#### **ARTICLE IV BOOKS AND RECORDS**

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

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

#### **ARTICLE V INDEPENDENT CONTRACTOR**

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

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

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

## ARTICLE VI TERMINATION

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

## ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "***Prevailing Wage Laws***"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

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

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

## **ARTICLE VIII PROJECT MANAGEMENT**

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

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

## **ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY**

9.1 Indemnification. Consultant shall indemnify and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries,

predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "**Claims**"), arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services; provided, however, that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

## **ARTICLE X INSURANCE**

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter, and District reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required; if Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.



(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

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

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

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

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

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

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

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

(c) For Commercial General Liability and Automobile Liability policies, be primary and non-contributory with any insurance programs carried by or available to District and, with respect to Commercial General Liability Insurance, include a primary and non-contributory endorsement at least as broad as ISO CG 20 01 04 13.

(d) Waive all rights of subrogation and contribution against District and its insurers; provided, however, this provision shall apply regardless of whether or not District has received a waiver of subrogation from the insurer.

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

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

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

## **ARTICLE XI REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

## **ARTICLE XII MISCELLANEOUS**

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

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

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

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

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

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District  
Attn: Adekunle Ojo  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Telephone: (909) 387-9231  
E-Mail: adekunleo@sbumwd.com

If to Consultant: WSC  
Attn: Laine Carlson  
3602 Inland Empire Blvd., Ste. C230  
Ontario, CA 19764  
Telephone: (909) 483-3200 ext. 201  
E-Mail: lcarlson@wsc-inc.com

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

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

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

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

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

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

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

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

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

***[Signature Page Follows]***

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

**DISTRICT:**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Name: Heather Dyer

Its: CEO/General Manager

**CONSULTANT:**

**WATER SYSTEMS CONSULTING, INC.**

By:  \_\_\_\_\_

Name: Laine Carlson, PE

Its: Vice President

**EXHIBIT "A"**  
**CONSULTANT'S PROPOSAL**

## Task 0: Project Management

### 0.1 Project Administration

- Provide coordination and prepare monthly progress reports and invoices.

### 0.2 Routine Progress Meetings

- Conduct virtual 30-minute progress meetings throughout the duration of the project with the Core Project Team. Meetings will be scheduled bi-weekly and specific occurrences will be cancelled if not needed. The budget is based on a total of 24 progress meetings.

### 0.3 Kickoff Meeting

- Conduct a 1-hour virtual kickoff meeting with the Core Project Team and a 1-hour virtual kickoff meeting with all participating agencies.

### 0.4 Regional Workshops

- Prepare materials for and facilitate up to 2, 2-hour Regional Workshops with all participating agencies. All workshops will be virtual.
- Workshops include:
  - Regional Water Budget Review
  - Additional Workshop, if needed

### Task 0. Deliverables

- Progress reports and monthly invoice
- Meeting agendas, supporting materials, and minutes

## Task 1: Develop 2025 RUWMP Table of Contents

### 1.1 2025 RUWMP TOC

- Develop a proposed Table of Contents for the 2025 RUWMP document.
- Review the DWR Draft 2025 UWMP Guidebook and summarize any changes from the 2020 UWMP Guidebook. Identify which sections of the 2020 IRUWMP will require updates to comply with the 2025 UWMP Guidebook.
- Identify modifications that will be required so the electronic versions of the final documents are fully accessible to people with disabilities.
- Develop a cross-reference table that shows how the document addresses the requirements described in the 2025 UWMP Guidebook.

### Task 1. Deliverables

- Draft and Final TOC and summary of the required updates to meet the 2025 RUWMP requirements.

## Task 2: Regional Analysis and Regional Chapters

### 2.1 Introduction, Regional Planning, Governance, Outreach, and Coordination

- Update background information on IRWM Plan, RUWMP and how they relate to the 2025 RUWMP.
- Update the plan organization structure.
- Provide updates and overview of requirements for regional governance and stakeholder involvement.
- Outline the plan preparation and plan adoption process.
- Discuss coordination efforts with neighboring regions.

### 2.2 Region Description, Regional Water Sources

- Describe the applicability of initial chapters of the RUWMP to all agencies within the planning area.
- Update the region description as needed to meet 2025 UWMP requirements, which may include appendices related to DAC identification and coordination, climate change and GHG emissions, and climate change vulnerability checklist.
- Make updates to the Regional Water Source Management section of Chapter 2 that are directly relevant to the RUWMP analysis.

### 2.3 Water Budget, Regional Water Use, and Comparison of Regional Supplies and Demands

- Update the regional water budget which includes a comparison of the water demands versus water supplies within the San Bernardino Valley service area, incorporating a summary of the data collected from each of the retail water agencies and documented in their UWMP chapters.
- Coordinate with non-participating water agencies that also rely on the supplies within the San Bernardino Valley region to incorporate their supplies and demands into the regional water budget.
- Evaluate the regional water budget for the following scenarios which incorporate the latest climatological data and water efficiency standards:
  - Normal/Average
  - Wet Year
  - Single-Dry Year
  - 5-Year drought
  - 20-year drought

### 2.4 Regional Chapters Quality Assurance / Quality Control

- Provide independent review of all deliverables before submittal to agencies.



## Revised Scope of Work

### Task 2. Assumptions

- It is assumed that geospatial data needed to develop maps and other exhibits will be provided by San Bernardino Valley and the other participating agencies.

### Task 2. Deliverables

- Chapter 1 through 9 – 100% Draft and Final
- Regional Water Budget – 100% Draft and Final
  - Regional Normal/Average Scenario
  - Regional Wet Year Scenario
  - Regional Single-Dry Year Scenario
  - Regional 5-Year drought Scenario
  - Regional 20-year drought Scenario

## Task 3: Individual Water Agency Requirements

For each agency identified below, a draft chapter will be prepared to address the individual agency UWMP requirements and the regional water budget scenarios listed in Task 2. 100% Draft chapters will be presented to each agency for review and will be updated to reflect comments.

### 3.1 City of Colton – Agency Chapter

### 3.2 City of Loma Linda – Agency Chapter

### 3.3 City of Redlands – Agency Chapter

### 3.4 City of Rialto – Agency Chapter

### 3.5 Riverside-Highland Water Company – Agency Chapter

### 3.6 San Bernardino Municipal Water Department – Agency Chapter

### 3.7 San Bernardino Valley Municipal Water District – Agency Chapter

### 3.8 West Valley Water District – Agency Chapter

### 3.9 South Mesa Water Company – Agency Chapter

The scope for preparation of each chapter is defined below and chapters will be tailored for each respective agency.

### Data Collection and Review

Provide a customized data request log to each agency detailing the data and documents needed to support the 2025 Update. Follow up with agency staff to obtain the requested data and review for completion.

### **Demand Projection Scenarios**

- Update the 2020 IRUWMP Water Budget excel spreadsheet for use in estimating future demands (or an upper and lower range of demands) for each retailer.
- Collaborate with each agency for selection of one demand scenario for incorporation into the Regional Water Budget. See Task 3.2 for focused working sessions related to this task.

### **Supply Projections**

- Use each agency's selected Regional Water Budget Demand Scenario to develop supply projections by water source to meet projected demand.

### **Agency Focused Working Sessions**

- Hold individual meetings with each agency participating in the RUWMP to facilitate data collection and review individual agency chapters.
- Sessions Include:
  - Agency Kickoff Meeting
  - Demand Projection Review
  - Supply Projection Review
  - WSCP and AWSDA
  - Draft Chapter Review

### **Public Notices, Presentations, and Compliance Requirements**

- Draft and send electronic 60-day notices to interested parties in the region. Work with Core Project Team to update the email distribution list.
- Provide a Public Draft Plan for each agency to post on its website in advance of the public hearing.
- Prepare language for Public Hearing notices for agency staff to publish in a local newspaper. Notices will be drafted in English and Spanish to comply with State laws.
- Draft adoption resolutions for the 2025 Update and the WSCP for agency staff to review and finalize.
- Prepare a brief Powerpoint presentation summarizing the process and conclusions of the 2025 Update to be presented at the Public Hearing.
- If requested, attend the Public Hearing to present and answer questions about the 2025 Update.
- Submit required data and documentation via the agency's WUE Portal prior to the deadline.
- Submit the Final plan to the California State Library
- Provide an electronic copy of the Final 2025 update to all Cities and Counties in the plan area.
- Notify each agency of the deadline to post the Final 2025 Update on its website and verify completion prior to the deadline.

## Water Agency Chapters Quality Assurance/Quality Control

- Provide independent review of all agency deliverables before submittal.

### Task 3. Assumptions

- \*If the agency elects to prepare its own UWMP Chapter, WSC will coordinate with them to incorporate supply and demand data into the Regional Water Budget.
- WSC will work directly with the designated staff at each participating UWMP agency for this portion of the work.
- Each agency will provide a reference for a completed Hazard Mitigation Plan or Risk and Resilience Assessment to fulfill the seismic assessment required by DWR.
- Each agency will have minor updates to their WSCP, Annual Water Supply Assessment, and Drought Risk Assessment, if required, included in their individual chapter. If more in depth revisions to these elements are desired, see Optional Task 3.12.
- Each agency will request that DWR provide WSC with access to its WUE portal to upload the required information.

### Task 3. Deliverables

- Individual Agency Chapters – 100% Draft and Final
- All UWMP supporting data including:
  - System Description and Service Area
  - Water Supply and Water Use
  - Water Supply Reliability Assessment
  - Drought Risk Assessment
  - Water Shortage Contingency Plan
  - Demand Management Measures
  - Supporting Regional Documentation similar to Part 3 of the 2020 IRUWMP
  - Supporting UWMP Agency Documentation similar to Part 3 of the 2020 IRUWMP
- Templates for public notices and adoption documents  
PowerPoint presentation for use at public presentations

## Task 4: Draft and Final 2025 Update

### 4.1 Prepare Draft and Final Document

- Assemble all the completed documents from Tasks 1-3 into one comprehensive Draft 2025 Update document based upon the approved table of contents.
- Prepare a list of comments received on the draft and proposed responses and circulate for review and approval
- Incorporate comments and prepare a Public Draft 2025 Update

## Revised Scope of Work

- Following adoption, prepare a Final 2025 Update with all attachment and adoption resolutions.

### 4.2 Prepare Enhanced Executive Summary

- Prepare a graphical executive summary similar to the 2020 IRUWMP that summarizes the key analysis and conclusions in layman's terms to meet UWMP requirements and provides an easy to read, user-friendly document that can be shared with a broad range of interested parties.

### Task 4. Assumptions

- The consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities.

### Task 4. Deliverables

- 100% Draft - Updated RUWMP
- List of comments on the Draft Update and proposed responses
- Final – Updated RUWMP
- 5 hardcopies to each participating agency (estimated expense is included in Optional Task 4.3)
- Electronic files (native file formats and a PDF version of the entire report)
- Enhanced Executive Summary Draft and Final
  - Once finalized, all electronic files will be submitted to San Bernardino Valley in the latest editions of the following: AutoCAD, ArcGIS, Microsoft Office Suite, and, Adobe Acrobat.

## Optional Tasks

The following optional tasks provide agencies with the flexibility to tailor their scope and support according to their unique requirements. Some of these tasks include, updating the individual agency plan roadmaps, and the potential for developing a comprehensive regional data warehouse. WSC will provide support and customization to any of these initiatives to fit the agency's needs while ensuring ease of integration to foster collaboration within the region.

### Optional Subtasks for Task 3 – Individual Water Agency Requirements

Any of the following optional scope items can be added to individual agency scopes in Task 3 to customize the level of support for each agency.

#### Optional Task 3.1: Compliance Review and Integration of Agency Prepared Chapter

If any agency elects to prepare its own chapter, WSC can provide a compliance review for consistency and incorporate the chapter into the 2025 RUWMP document. Optional Task 3.1 has been added for this purpose and would apply instead of Task 3.1-3.11 for any agency who prepared its own chapter.

- WSC will conduct three coordination calls with Agency staff to discuss preparation of their UWMP chapter, align methodologies to be consistent with the region where possible, and review comments on the draft chapter prepared by the agency.
- WSC will review the draft UWMP chapter prepared by the agency for consistency with the 2025 UWMP requirements and advise the Agency if any changes are recommended for DWR compliance.
- WSC will incorporate the agency's UWMP chapter into the 2025 RUWMP.

#### Optional Task 3.2: Detailed WSCP Updates (per agency)

While DWR is not expected to require updates to WSCPs in the 2025 UWMP cycle, some agencies may elect to make targeted updates to their WSCP to remove actions they do not intend to implement and/or increase their flexibility and autonomy in selecting and implementing shortage stages and response actions that are deemed necessary for the given conditions. This may be particularly helpful if the State mandates certain stage implementation with all potential actions listed in a WSCP, like it has historically. The scope to perform targeted updates to an agency's WSCP would include:

- Coordinate with individual agency staff via virtual meetings to review WSCP update objectives to inform recommended updates to the WSCP.
- Update the WSCP to allow for alignment with DWR's 6-stage framework, potential State mandates to implement a given shortage stage, and consideration of ability to further reduce demand at the given time. Refine shortage stage triggers to allow more flexibility to implement an appropriate stage and actions rather than being automatically triggered if supply is reduced by a given amount or the State mandates reductions even though a supply shortage does not exist.
- Provide a revised list of shortage response actions along with estimates of their expected effectiveness. Associate actions with stages in a way that preserves the supplier's ability to

only implement necessary actions rather than being mandated by the State to implement unnecessary actions despite the lack of need.

- Conduct a virtual workshop to review and refine the WSCP updates.

### **Optional Task 3.3: CWOL Roadmap (per agency)**

While DWR is not expected to require detailed information on Conservation as a Way of Life (CWOL) or UWUO compliance or readiness as part of the 2025 UWMP requirements, some agencies may elect to use this opportunity to gain more clarity on how the regulation will impact their specific agency, what actions it will need to take and on what timeline to comply with the Conservation Way of Life (CWOL) requirements, and if there is any flexibility in the regulations given each agency's unique situation. An understanding of these factors will help inform an agency's future staffing and budgeting decisions related to compliance with the CWOL requirements. Under this optional Task, WSC would provide the following services to support Conservation Regulation UWUO and CII Performance Measures (PM) compliance readiness.

- UWUO optimization screening. Assess opportunities to increase the UWUO through processes defined in the regulation, including review of inputs for adjustment in the Annual Water Use Report, review of available new development landscape area data, and review of residential extensions landscape area to be provided by the State for agency review.
- Use of the California Data Collaborative's variance modeler to assess which variances could be impactful and further investigated. WSC would not fully develop the data needed to obtain variance approval from the State.
- Recommend optional compliance options and alternative compliance pathways.
- Summarize other steps to take to refine the UWUO, such as determining Special Landscape Areas (SLAs) and categorization of multi-family residential irrigation of recreational areas as CII SLAs that receive a higher landscape efficiency factor to increase the UWUO.
- Define a plan for CII Performance Measure (CII PM) compliance. Provide preparation and compliance schedule, cost estimates for compliance, potential funding options, and identification of resources, staff time, or consultant budget needed to prepare for the following CII PMs:
  - Classify all CII customers into 22 required categories.
  - Identification of top 2.5% and 20% of CII users and Best Management Practices (BMPs) for those users.
  - Identify large landscapes with mixed-use meters (MUM) using CII landscape area measurement (LAM) data (once available from the State, SAWPA, or another source).
  - Use of GIS to measure and link irrigated areas for large landscapes and dedicated irrigation meters (DIM).
  - Investigate cost/benefit of installing DIMs or using in-lieu options + BMPs for large landscape MUM conversion.
    - Identify non-functional turf areas and develop a plan for compliance with AB 1572.

## Revised Scope of Work

- Conduct a virtual workshop with supplier staff to inform key stakeholders across the organization of the requirements and necessary associated agency efforts described above. Solicit feedback and identify responsible parties or resources needed for compliance actions.
- Develop a CWOL Roadmap deliverable that incorporates previously described analysis, workshop feedback, and recommendations for compliance with the CWOL Regulation components. The CWOL Roadmap will include actionable steps and a summary of compliance needs to inform future budgeting, staffing, and/or need for consultant support.

○ .

### 3.14 Optional Task: Compliance Review and Integration of Agency Prepared

#### Chapter

- WSC will conduct three coordination calls with Agency staff to discuss preparation of their UWMP chapter, align methodologies to be consistent with the region where possible, and review comments on the draft chapter prepared by the agency.
- WSC will review the draft UWMP chapter prepared by the agency for consistency with the 2025 UWMP requirements and advise the Agency if any changes are recommended for DWR compliance.
  - WSC will incorporate the agency's UWMP chapter into the 2025 RUWMP.

## Optional Subtask for Task Optional Task 4 – Draft and Final 2025 Update

### Optional Task 4.1: Hard Copy Printing Expense

- The estimated printing and delivery cost for a UWMP agency hard copy is \$800 per copy but will be verified by requesting printer quotes once the number of pages in the document is finalized. UWMP agency hard copies are assumed to include all of Part 1, the agency's chapter from Part 2 and the agency's appendix from Part 4. Part 3 will not be printed. The expense budget for this task is based on providing 3 UWMP agency hard copies to each participating agency, for a total of 33 copies.
- The estimated printing and delivery cost for a full RUWMP hard copy is \$2,800 per copy but will be verified by requesting printer quotes once the number of pages in the document is finalized. A full RUWMP hard copy is assumed to include all of Parts 1, 2, 3, and 4. The expense budget is based on providing 1 RUWMP hard copy to San Bernardino Valley.
- The RFP assumes 5 per agency but the reduced assumption in this scope is based on the actual total number of copies requested by agencies for the 2020 IRUWMP.

## Optional Task 5 – Develop Regional Data Warehouse

### 5.1 Optional Task: Develop Regional Data Warehouse

This 2025 Update is an opportunity to take the initial steps toward a powerful, next generation data management approach and create a foundation that can be leveraged and built upon as part of

subsequent regional work. WSC proposes to work with the agencies to develop a Regional Data Warehouse (an integrated SQL Database and ESRI Geodatabase) and an RUWMP data management process that streamlines data collection efforts. WSC would collaborate with the agencies to develop a Data Warehouse design, import the data, develop automated processes, support deployment of the SQL database and develop a TM detailing the data sources, outputs, and dependencies to ensure data transparency and facilitate future maintenance.

#### **5.1.1 Initial Data Import & Process Selection**

- Data classification, import, and processing: Analyze data sources and develop processes to facilitate efficient initial data import and future updates. Selection between manual or automated processes is based on data availability and source update frequency

#### **5.1.2 Data Warehouse Design & Development**

- Design SQL database schema for an enterprise SQL database to store agency and SBVMWD supply and demand related data for use in the RUWMP and ongoing needs. This warehouse will serve as the foundation for the RUWMP and future tools.

#### **5.1.3 Process Geospatial Data**

- Develop an ESRI file geodatabase containing processed feature layer that share common keys with the SQL database where appropriate

#### **5.1.4 Develop Data Processes**

- Develop data validation automation processes
- Develop demand model processes
- Build report tables & export process

#### **5.1.5 SQL Database Deployment**

- Collaborate with SBVMWD Information Technology staff to deploy the SQL database within SBVMWD's environment.
- Configure Python scripts to run at set intervals for ongoing automation.

#### **5.1.6 Process Updates and Maintenance**

- Implement an ongoing browser-based data download process that adapts to changes in the third-party agency's web page HTML code.
- Perform maintenance if significant changes occur to the agency's website design.

#### **5.1.7 Data Management Documentation**

- Create comprehensive documentation detailing the data sources, outputs, and dependencies to ensure data transparency and facilitate future maintenance.



## Task 5. Assumptions

- Basic historic data, including but not limited to supply and demand data will, by default, be imported from State and other external sources. If an agency wishes to supplement State data, a one-time import will be conducted of supplemental data for this RUWMP. Optional customized update processes can be developed to streamline the import and update of this data with agency-provided data if desired. If supplemental data is used, it must be provided in an electronic tabular format that is easily reproducible by the agency to facilitate future updates.
- Any optional and required agency data will be provided in an electronic tabular format that is easily reproducible by the agency to facilitate future updates of both the SQL database and the Excel Supply & Demand tool deliverable.
- The SQL database will be created using Microsoft SQL Server 2022. Alternatives can be explored.
- The SQL database will be deployed onto SBVMWD's enterprise SQL server; alternatively, a SQL Express server can be configured on an SBVMWD-supplied computer.
- SBVMWD has a process for scheduling Python scripts. Windows Task Scheduler can be used on an SBVMWD-supplied computer.
- SBVMWD will allow the installation of a Python 3.11 interpreter and required Python libraries.
- For the continued import of URWS conservation supply & demand data, SBVMWD will allow the Python script to manage the Chrome driver on the computer where the Python interpreter is installed.
- All updated 3rd party data will continue to be provided by the 3rd party sources.
- SBVMWD maintains an ESRI license and has staff that is familiar with file geodatabases.
- SBVMWD IT staff will be available to provide necessary access and support for deployment and integration with existing systems.
- SBVMWD staff will maintain the SBVMWD provided process computer.

## 5.2 Optional Task: Regional Water Management Dashboard Development

An additional data development and management option is the development of a Regional Water Management Dashboard. This would include developing an ESRI Online dashboard with a regional and agency level summary of historic and projected supply and demand that agencies can engage with in a user-friendly format. WSC would collaborate with the agencies to develop a Dashboard design, import the data from the Regional Data Warehouse, develop automated processes to keep the data updated, and support deployment of the Dashboard.

### Dashboard Development

- Summary Dashboard Layout Development: Develop ESRI dashboard that provides one regional summary supply and demand layout.

## Revised Scope of Work

- Detail Dashboard Layout Development: Develop 1 additional layout that will allow the selection of one agency at a time and provide that agency's specific detailed supply and demand information.
- Dashboard Deployment: Collaborate with SBVMWD Information Technology staff to deploy a clone of the ESRI dashboard using a python script and the ERSI ArcGIS API.
- Dashboard Update Automation: Develop a python script that uses ESRI's ArcGIS API to automatically update the dashboard's ESRI online source tables with updated data from the SQL database.

### Assumptions:

- All assumptions from the Data Management task are met
- SBVMWD will provide an ESRI online license with the required access for the python script(s).
- SBVMWD IT staff will be available to provide necessary access and support for dashboard deployment and integration with existing systems.
- SBVMWD will allow the install of an ESRI specific python interpreter and environment on a SBVMWD computer with the necessary libraries to access the ESRI ArcGIS API.
- SBVMWD will provide an ArcPro 3.2 or greater desktop installation and necessary licensing on the provided SBVMWD computer that the ESRI ArcGIS script will run on.
- SBVMWD staff will maintain the SBVMWD provided process computer.
- SBVMWD will maintain access to the dashboard to involved agencies.
- Any agency that desires to access the dashboard will obtain an ESRI ArcGIS Online license
-

Task No. Task Description	WSC													Blua Consulting		ALL FIRMS		
	Principal in Charge	Project Manager	QA/QC & Tech Advisor	Data, Tools and Dashboards	Lead Author	Demand Model and UWJO	Outreach & Engagement	Lead Author	Lead Author	IRUWMP Support	Admin	Graphics Support	WSC Labor Fee	Labor Hours	Labor Fee	Total Labor Hours	Total Labor Fee	Total Fee
	Jeffery Szytel	Laine Carlson		Brendan Hamilton	Sydney Santos	Spencer Waterman	Amy Stevens	Patricia Parks	Aaron Morland									
<i>Billing rates, \$/hr</i>	\$419	\$370	\$370	\$281	\$270	\$270	\$259	\$204	\$204	\$171	\$166	\$154						
<b>0 Project Management</b>																		
0.1 Project Administration	2	24						72					\$ 27,726			118	\$ 27,726	\$ 27,726
0.2 Routine Progress Meetings		24						48					\$ 18,672			72	\$ 18,672	\$ 18,672
0.3 Kickoff Meeting		6				2		8	4				\$ 5,208	4	\$ 460	24	\$ 5,668	\$ 5,668
0.4 Regional Workshops	2	12				4		24	12				\$ 13,702	12	\$ 2,760	66	\$ 16,462	\$ 16,462
<b>SUBTOTAL</b>	<b>4</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>152</b>	<b>16</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>\$ 65,308</b>	<b>16</b>	<b>\$ 3,220</b>	<b>280</b>	<b>\$ 68,528</b>	<b>\$ 68,528</b>
<b>1 Develop 2025 RUWMP Table of Contents</b>																		
1.1 2025 RUWMP TOC		2				2		4	8				\$ 3,728			16	\$ 3,728	\$ 3,728
<b>SUBTOTAL</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 3,728</b>	<b>0</b>	<b>\$ -</b>	<b>16</b>	<b>\$ 3,728</b>	<b>\$ 3,728</b>
<b>2 Regional Analysis and Regional Chapters</b>																		
2.1 Introduction, Regional Planning, Governance, Outreach and Coordination		4						4	12		4		\$ 5,408			24	\$ 5,408	\$ 5,408
2.2 Region Description, Regional Water Sources		8	2					8	20		4		\$ 10,076			42	\$ 10,076	\$ 10,076
2.3 Water Budget, Regional Water Use, Comparison of Regional Supplies and Demands		16	2	20				48	48		4		\$ 32,528			138	\$ 32,528	\$ 32,528
2.4 Regional Chapter QA/QC			6										\$ 2,220			6	\$ 2,220	\$ 2,220
<b>SUBTOTAL</b>	<b>0</b>	<b>28</b>	<b>10</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>80</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$ 50,232</b>	<b>0</b>	<b>\$ -</b>	<b>210</b>	<b>\$ 50,232</b>	<b>\$ 50,232</b>
<b>3 Individual Water Agency Requirements</b>																		
3.1 City of Colton		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.2 City of Loma Linda		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.3 City of Redlands		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.4 City of Rialto		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.5 Riverside Highland Water Company		14	1	2		4		44		56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.6 San Bernardino Municipal Water Department		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.7 San Bernardino Valley Municipal Water District		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.8 West Valley Water District		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.9 South Mesa Water Company		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
<b>SUBTOTAL</b>	<b>0</b>	<b>126</b>	<b>9</b>	<b>18</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>176</b>	<b>220</b>	<b>504</b>	<b>72</b>	<b>9</b>	<b>\$ 245,034</b>	<b>54</b>	<b>\$ 12,420</b>	<b>1224</b>	<b>\$ 257,454</b>	<b>\$ 257,454</b>
<b>4 Draft and Final 2025 Update</b>																		
4.1 Prepare Draft and Final 2025 IRUWMP		18						20	12	48	48		\$ 29,364	12	\$ 2,760	158	\$ 32,124	\$ 32,124
4.2 Enhanced Executive Summary	1	6					4	12				32	\$ 11,051			55	\$ 11,051	\$ 11,051
<b>SUBTOTAL</b>	<b>1</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>32</b>	<b>12</b>	<b>48</b>	<b>48</b>	<b>32</b>	<b>\$ 40,415</b>	<b>12</b>	<b>\$ 2,760</b>	<b>213</b>	<b>\$ 43,175</b>	<b>\$ 43,175</b>
<b>COLUMN TOTALS</b>	<b>5</b>	<b>246</b>	<b>19</b>	<b>38</b>	<b>0</b>	<b>44</b>	<b>4</b>	<b>424</b>	<b>336</b>	<b>552</b>	<b>152</b>	<b>41</b>	<b>\$ 404,717</b>	<b>82</b>	<b>\$ 18,400</b>	<b>1943</b>	<b>\$ 423,117</b>	<b>\$ 423,117</b>
<b>OT 3 Optional Subtasks for Task 3</b>																		
OT 3.1 Integration of Agency Prepared Chapter (per agency)		4						12			4		\$ 4,592			20	\$ 4,592	\$ 4,592
OT 3.2 Detailed WSCP Update (per agency)		1				6		4					\$ 2,806	8	\$ 1,840	19	\$ 4,646	\$ 4,646
OT 3.3 CWOL Roadmap (per agency)		2				20		2				2	\$ 6,856	12	\$ 2,760	38	\$ 9,616	\$ 9,616
<b>Optional Subtasks for Task 3 TOTAL</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>\$ 14,254</b>	<b>20</b>	<b>\$ 4,600</b>	<b>77</b>	<b>\$ 18,854</b>	<b>\$ 18,854</b>
<b>OT 4 Optional Subtasks for Task 4</b>																		
OT 4.1 Hard Copy Printing Expense													\$ -			0	\$ -	\$ 30,000
<b>Optional Subtasks for Task 4 TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 30,000</b>
<b>OT 5 Develop Regional Data Warehouse</b>																		
OT 5.1 Develop Regional Data Warehouse	10	28	2	316		44		18			8	12	\$ 122,814			438	\$ 122,814	\$ 122,814
OT 5.2 Regional Water Management Dashboard		14		92				16					\$ 34,296			122	\$ 34,296	\$ 34,296
<b>Develop Regional Data Warehouse TOTAL</b>	<b>10</b>	<b>42</b>	<b>2</b>	<b>408</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>\$ 157,110</b>	<b>0</b>	<b>\$ -</b>	<b>560</b>	<b>\$ 157,110</b>	<b>\$ 157,110</b>