



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

September 01, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE UTILITY AGREEMENT
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. RDC0015774
WINDSOR HILLS - SOUTHRIDGE AVENUE, ET AL.
IN THE UNINCORPORATED COMMUNITY OF WINDSOR HILLS
(SUPERVISORIAL DISTRICT 2)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the Windsor Hills - Southridge Avenue, et al., project in the unincorporated community of Windsor Hills. Public Works is also requesting authorization for the Director of Public Works to execute a Utility Agreement with the Metropolitan Water District of Southern California that includes reimbursement for the relocation and reconstruction of the District's conflicting utilities to the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project and related actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve and authorize the Director of Public Works or his designee to execute a Utility Agreement between the County of Los Angeles and the Metropolitan Water District of Southern California to include the District's costs for the relocation and reconstruction of conflicting utilities, estimated to be

\$82,000. The Director of Public Works or his designee may execute amendments to the Utility Agreement to incorporate necessary programmatic and administrative changes.

3. Approve the project and adopt the plans and specifications that are on file in Public Works' Project Management Division III for the Windsor Hills – Southridge Avenue, et al., project with an estimated construction contract cost between \$3,400,000 and \$5,100,000.

4. Instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on September 29, 2026, in accordance with the Notice Inviting Bids.

5. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.

6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Windsor Hills – Southridge Avenue, et al., project to the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$3,400,000 and \$5,100,000, or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.

7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of California Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in California Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under California Public Contract Code, Section 20395; (d) accept the project upon its final completion; and (e) make required findings and release retention money withheld consistent with the requirements of California Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA), authorize Public Works to execute a Utility Agreement (Agreement) with the Metropolitan Water District (MWD) of Southern California to relocate and reconstruct MWD's interfering utility facilities within the project limits in the unincorporated community of Windsor Hills (see Enclosure A).

The proposed project includes one mile of roadway reconstruction, construction of new bulb-outs, sidewalk and driveway repairs, removal of nine trees, curb and gutter improvements, installation of upgraded curb ramps, signing and striping, new median landscaping, continental crosswalks, traffic loop restoration, and the relocation and reconstruction of MWD's conflicting utility facilities. The project will extend the service life of the roadways, reduce wear and tear on vehicles, and enhance the quality of life for the community.

Board approval of the Agreement between the County of Los Angeles and MWD is necessary for financing the relocation and reconstruction of MWD's conflicting facilities within the project limits (see Enclosure B). The County will administer construction of the project, with the County and MWD to

finance their respective shares of the project cost. Final costs will be determined based on the final accounting after completion of the project. Authorizing the Director of Public Works or his designee to execute the Agreement will expedite project delivery. The Agreement will be approved as to form by County Counsel before execution.

It is anticipated that the construction work will start in May 2027 and be completed in February 2028.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by replacing and improving public infrastructure assets that support the quality of life of County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this proposed project in the Second Supervisorial District is in the range of \$3,400,000 and \$5,100,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$8,000,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, environmental clearance, right-of-way and utility clearances, material testing, inspection, contract administration, change order contingency, and other County services.

A portion of the project requires relocation and reconstruction of MWD facilities. The County-MWD Agreement provides for the County to administer the construction of the project, with the County and MWD to finance their respective shares of the project costs estimated to be \$7,918,000 and \$82,000, respectively.

The project will be funded using State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017, Senate Bill 1. Funding for this project is included in the Road Fund (B03 – Capital Assets - Infrastructure and Services and Supplies) Fiscal Year 2026-27 Budget. Funding for future costs will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the California Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to the award of this contract will be available at Public Works' Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

Effective June 7, 2023, Countywide Community Workforce Agreement applies to projects with an estimated construction contract value of \$5,000,000 or greater. Provisions of the Countywide Community Workforce Agreement will not be applied to this contract as the estimated construction contract value is below the threshold.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which includes one mile of roadway reconstruction, new bulb-outs, sidewalk and driveway repairs, removal of nine trees, curb and gutter improvements, installation of upgraded curb ramps, signing and striping, new median landscaping, continental crosswalks, traffic loop restoration, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Sections 15301 (b) and (c); 15302 (c); and 15304 of the CEQA Guidelines and Class 1 (e) and (x), Subsections 9, 13, 14, 18, 19, and 22; Class 2 (e); and Class 4 (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to operation, repair, and minor alteration of existing facilities with negligible or no expansion of use. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with LA County" and "Do Business with Public Works" websites for open bids:

<https://lacounty.gov/business/doing-business-with-la-county/>

<https://pw.lacounty.gov/contracts/opportunities>

Additionally, contract solicitations will be advertised through web-based and social media platforms.

In order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by reducing traffic congestion and enhancing pedestrian mobility and safety in the unincorporated community of Windsor Hills.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division III.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE
Director

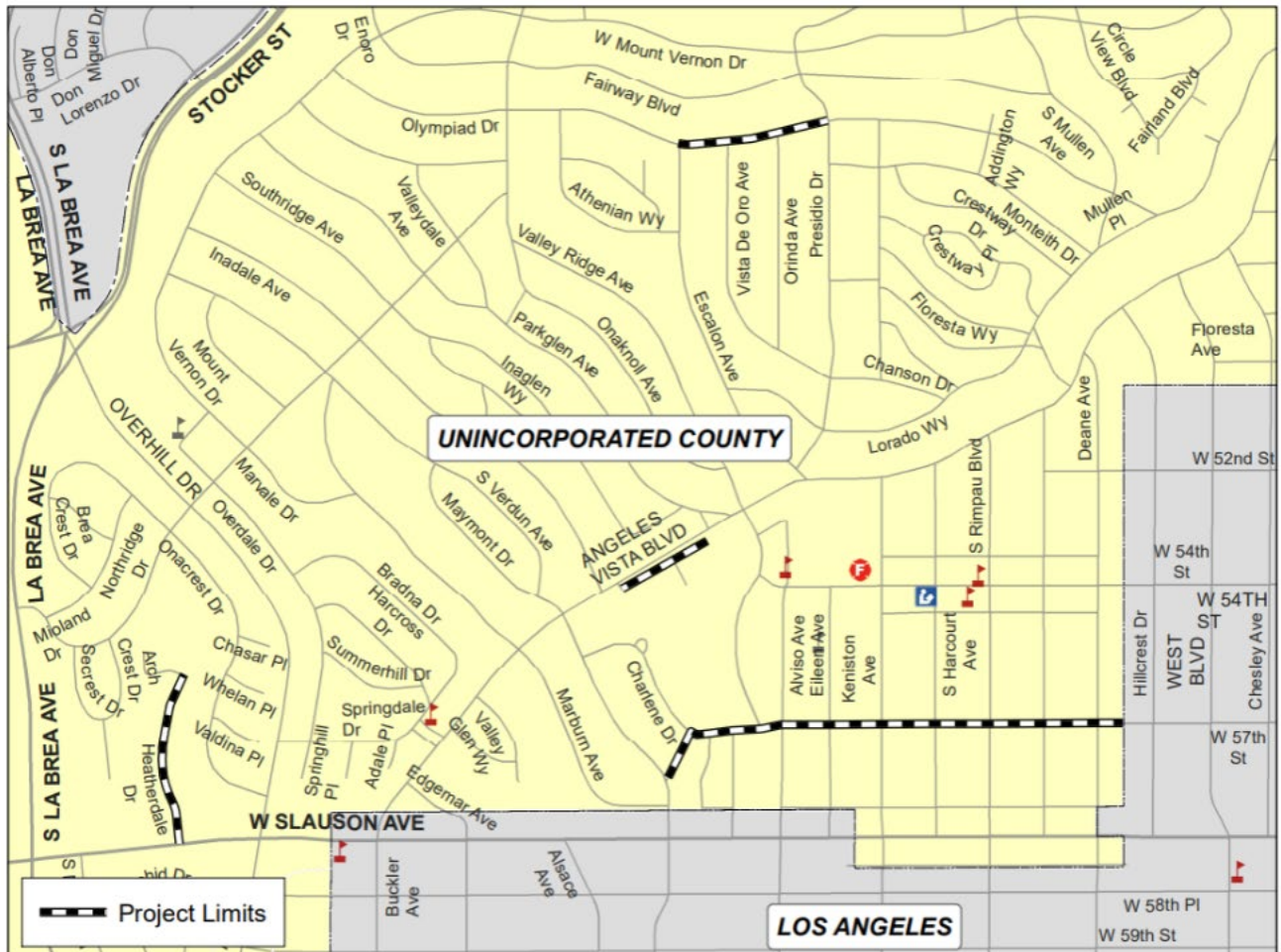
MP:JWA:ma

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract
Compliance)

ENCLOSURE A

WINDSOR HILLS - SOUTHRIDGE AVENUE, ET AL.
PROJECT ID NO. RDC0015774



ENCLOSURE B

**COUNTY OF LOS ANGELES
UTILITY AGREEMENT**

County Agreement No. _____

**WINDSOR HILLS – SOUTHRIDGE AVENUE, ET AL.
PROJECT ID NO. RDC0015774
UTILITY AGREEMENT NO. _____**

This Utility Agreement (“Agreement”) is made and entered into in the County of Los Angeles, State of California, this ____ day of September, 2026, by and between the County of Los Angeles, a political subdivision of the State of California, hereinafter called “COUNTY,” and the Metropolitan Water District of Southern California, a public corporation of the State of California, hereinafter called “OWNER.”

RECITALS

COUNTY proposes to construct roadway improvements in the County unincorporated area of Windsor Hills. OWNER owns and maintains certain facilities located on 57th Street, County of Los Angeles, State of California, that are within the limits of the Project and which require relocation and/or reconstruction to accommodate the Project.

COUNTY and OWNER have agreed that subject to the terms and conditions of this Agreement, COUNTY will relocate OWNER’S existing Facilities in accordance with OWNER’S Standard Detail Drawings (“Plans”) and Specifications, to accommodate the Project.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and OWNER hereby mutually agree that:

Agreement No. _____

Page 2 of 8

ENCLOSURE B

AGREEMENT

I. WORK TO BE DONE

A. COUNTY agrees to relocate the following OWNER'S existing Facilities during the Project construction on the terms and conditions set forth in this Agreement:

1. Manhole Frames and Covers: Lower and raise five (5) existing manhole frames and covers as necessary to match the new finished road surface.
2. Stem Valve Can: Lower and raise one (1) existing stem valve can to match the new finished road surface.
3. Existing Ladders: Remove five (5) existing ladders within OWNER's structures.
4. Vent Stack Lines and Electrical Conduits: Lower and/or relocate vent stack lines and electrical conduits to clear conflicts with the rehabilitated roadway and associated construction activities.
5. Air release Vacuum Valve (ARVV) line: Lower and/or relocate ARVV to clear conflicts with the rehabilitated roadway and associated construction activities.

B. All work to relocate and/or reconstruct the existing Facilities (the "Work") shall be performed during the Project construction in accordance with (i) OWNER's Standard Detail Drawings and Specifications, copies of which are on file in COUNTY'S Public Works Headquarters, Design Division, 900 South Fremont Avenue, CA 91803-1331 and (ii) those portions of the Project Specifications that are applicable and related to the Plans approved by OWNER. Deviations shall be mutually agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's Plans and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

A. The existing Facilities will be removed and relocated at 100% OWNER expense in accordance with Section IV below. The existing facilities are located within the County of Los Angeles right of way and the COUNTY has rights superior to those of the OWNER.

Agreement No. _____

ENCLOSURE B

Page 3 of 8

III. PERFORMANCE OF WORK

- A. COUNTY agrees to perform the Work during the Project constructions with its own forces or to cause the Work to be performed by the County's contractor employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute the Work diligently to completion. OWNER shall have the right to inspect the work during construction. Any work not completed in accordance with the requirements of Section I.B above will be rejected, and COUNTY will be responsible for correcting all deficiencies at no additional cost to Owner.
- B. COUNTY shall cause its contractor to: (i) coordinate all work affecting OWNER's infrastructure with OWNER's representative before beginning any activity including scheduling preconstruction meetings with OWNER's staff to review the planned work and establish points of contact; (ii) provide detailed schedules and sequencing for work affecting OWNER's facilities; (iii) protect all of OWNER's facilities not identified for modification from damage which may occur due to construction; (iv) restore disturbed areas to equal or better condition upon completion of the Work; (v) comply with all applicable safety regulations and OWNER's entry requirements; and (vi) provide OWNER's Survey Team with the opportunity to survey the relocated infrastructure.
- C. COUNTY shall provide OWNER with photographic records of OWNER's facilities before and after completion of the WORK.
- D. Prevailing Wage Requirements for the Contracted Work:

Pursuant to the Public Works Case No. 2001-059 determination by the California Department of the Industrial Relations dated October 25, 2002, the Work performed by the COUNTY's contractor is a public work under the definition for the Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. COUNTY shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENTS FOR WORK

- A. OWNER shall pay one hundred percent (100%) of the documented, actual cost of the herein described Work up to an amount not to exceed \$82,188, after receipt of COUNTY's itemized final bill, signed by a responsible official of COUNTY's organization and prepared on COUNTY's letterhead, compiled on the basis of the

Agreement No. _____

ENCLOSURE B

Page 4 of 8

documented, actual cost and expense incurred and charged or allocated to said Work.

- B. COUNTY shall submit a final itemized bill to the OWNER within ninety (90) days after the completion of the Work described in Section I above, which shall be signed by a responsible official of the COUNTY's organized or prepared on COUNTY's letterhead, compiled on the basis of the documented, actual cost and expense incurred and charged or allocated to said Work. The amount payable by OWNER to COUNTY in relation to the final bill shall be equal to one hundred percent (100%) of the actual total cost and expense incurred and charged or allocated to the Work up to an amount not to exceed \$82,188 provided it is in compliance with OWNER'S Standard Detail Drawings and Specifications, and OWNER'S Inspectors have approved and accepted the WORK. The OWNER shall pay to the COUNTY the total amount of the itemized bill within ninety (90) days after receipt of COUNTY'S itemized bill. Notwithstanding the foregoing, OWNER reserves the right to request and review any backup materials, accounting reports, including without limitation, receipts and agreements between COUNTY and its construction contractors and consultants to substantiate the invoices.
- C. The final billing, to be submitted by COUNTY, shall be in the form of an itemized statement of the total costs charged for and in relation to the Work. COUNTY shall maintain all cost accounting records of the cost of the Work for three years following final payment for the utility relocation costs.

V. INDEMNITY

- A. Neither OWNER, nor any officer or employee of OWNER, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to, or determined to be the responsibility of, the COUNTY under this Agreement. It is further understood and agreed that, pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify, defend, and hold harmless OWNER and its officers, employees, and agents from and against any claims, damages, injuries, or liability sustained or incurred by or asserted against OWNER under or in connection with any work, authority, or jurisdiction delegated to, or determined to be the responsibility of, the COUNTY under this Agreement, except to the extent any such claims, damages, injuries or liability are caused by the sole negligence or willful misconduct of OWNER.

Agreement No. _____

Page 5 of 8

ENCLOSURE B

- B. In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraph V.A of this Agreement.

VI. OTHER PROVISIONS

- A. This Agreement may be cancelled/terminated without cause upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel/terminate this Agreement without cause after COUNTY awards a contract to construct the Project.
- B. Either party may waive the satisfaction or performance of any terms or conditions of this Agreement that have been included in this Agreement for its benefits, so long as such waiver is in writing, specifies the waived term or condition and is delivered to the other party.
- C. All notices under this Agreement shall be in writing and shall be effective upon actual receipt, and shall be delivered by (a) personal delivery, (b) legible facsimile, provided that the sender receives confirmation of transmission, (c) reputable overnight courier, (d) United States registered or certified mail, return receipt requested, postage prepaid, or (e) email, provided that such email is followed within one (1) day with delivery by one of the other methods set forth in this Section VI.C, in each case addressed as follows:

If to OWNER: The Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, California 90012
Attention: Francisco Flores
Telephone: (213) 217-6679
Email: fflores@mwadh2o.com

If to COUNTY: County of Los Angeles Department of Public Works
Design Division
900 South Fremont Avenue, 6th floor
Alhambra, California 91803-1331
Attention: Mr. Harry Cong
Telephone: (626) 458-4329
Email: hcong@dpw.lacounty.gov

Agreement No. _____

ENCLOSURE B

Page 6 of 8

- D. This Agreement may be amended only by written agreement signed by both of the parties.
- E. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.
- F. This Agreement shall be governed by the laws of the State of California, without reference to its choice of law provisions. Venue, if any action is brought hereunder, shall be exclusively in the County of Los Angeles.
- G. If either OWNER or COUNTY breaches any provision of this Agreement, the non-breaching party may give written notice to the breaching party by registered or certified mail detailing the breaching party's violations. If such violation is not corrected within 30 days from the date of the notice of violation or a reasonable period of time as may be required to cure the violation, whichever occurs last, the non-breaching party may, without further notice declare the breaching party to be in breach of this Agreement. Upon such declaration, the non-breaching party may pursue any remedy available under local, state or federal law. This provision does not waive any applicable Government Code requirements concerning the presentation and consideration of claims.
- H. The parties indemnification obligations contained in this Agreement shall survive termination of this Agreement.
- I. Time is of the essence for each and every provision of this Agreement.
- J. This Agreement supersedes any and all oral or written agreements between the parties regarding the work prior in time to this agreement. Neither party shall be bound by any prior understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.
- K. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the parties. The language of this Agreement and all documents and instruments referred to in this Agreement have been prepared, examined, negotiated and revised by each party and its legal counsel, and no inference shall be drawn and no provision shall be construed against any party by virtue of the purported identity of the drafter of this Agreement. The section headings of this Agreement are for purposes of reference

Agreement No. _____

ENCLOSURE B

Page 7 of 8

only and shall not be used for limiting or interpreting the meaning of any section of this Agreement. When required by the context, whenever the singular is used in this Agreement, the same shall include the plural, and the plural shall include the singular, the masculine gender shall include the feminine and neuter genders, and vice versa.

- L. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not effect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of the bargain or renders this Agreement meaningless.
- M. With the exception of the specific provisions set forth in this Agreement there are no intended third party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- N. All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- O. The Recitals are incorporated into the body of this Agreement.
- P. This Agreement shall insure to the benefit of and be binding upon the successors and assigns of both parties.

Agreement No. _____

Page 8 of 8

ENCLOSURE B

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date above written.

“COUNTY”

County of Los Angeles,
a political subdivision of the State of
California

By: _____

MARK PESTRELLA, PE
Director of Public Works

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Deputy

Date: _____

“OWNER”

The Metropolitan Water District
of Southern California

By: Mai Hattar

Mai M. Hattar
Chief Engineer/Group Manager
Engineering Services

Date: 3/5/2026

APPROVED AS TO FORM:

MARCIA L. SCULLY
General Counsel

By: Kathleen Kim

Senior Deputy General Counsel

Date: 3/5/2026

Certificate Of Completion

Envelope Id: 7724317C-AF1E-452A-84A6-090A4D362AFA

Status: Completed

Subject: Please Docusign: *REVISED*LACDPW-MWD Windsor Hills UA 3.5.26 Final.pdf

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Melissa Choi

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Los Angeles, CA 90012

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MChoi@mw dh2o.com

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MChoi@mw dh2o.com

Signer Events**Signature****Timestamp**

Kathleen Kim

kkim@mw dh2o.com

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(None)

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Signed: 3/5/2026 2:13:56 PM

Signature Adoption: Pre-selected Style

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Mai Hattar

mhattar@mw dh2o.com

Chief Engineer

Security Level: Email, Account Authentication
(None)

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Francisco Flores

FFlores@mw dh2o.com

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(None)

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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2026 12:25:22 PM
Certified Delivered	Security Checked	3/5/2026 12:46:35 PM
Signing Complete	Security Checked	3/5/2026 12:42:38 PM
Completed	Security Checked	3/5/2026 2:13:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ENCLOSURE B

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Metropolitan Water District of Southern CA - Engineering (we, us or Company) may be required by law to provide to you certain written notices or disclosures.

Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Metropolitan Water District of Southern CA - Engineering:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nnorberg@mwdh2o.com

To advise Metropolitan Water District of Southern CA - Engineering of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nnorberg@mwdh2o.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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