

May 20, 2025

Delta Conveyance Design and Construction Authority
Board of Directors

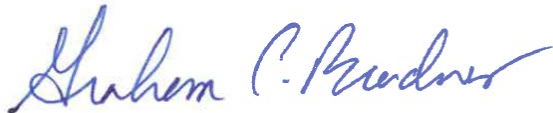
Subject: ***Final Materials for the May 21, 2025, Regular Board Meeting***

Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Wednesday, May 21, 2025 at 1:30 p.m.** and will be a **hybrid** meeting. The Board will meet in closed session and anticipate opening the Regular Session at approximately **2:00 p.m.** Members of the public may attend the meeting in person or virtually. The call-in and video information, as well as meeting location is provided in the attached agenda. Meeting information will also be posted on the dcdca.org website.

Enclosed are the agenda and final meeting materials for the Board meeting in a PDF file, which has been bookmarked for your convenience.

Regards,



Graham Bradner
DCA Executive Director



**DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
BOARD OF DIRECTORS MEETING**

REGULAR MEETING

Wednesday, May 21, 2025
1:30 p.m.
Hybrid (Teleconference) Meeting

DCDCA Boardroom
980 9th Street, Suite 100
Sacramento, CA 95814

TELECONFERENCE LOCATIONS:

1. Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308
2. Mojave Water Agency, 13846 Conference Center Drive, Apple Valley, CA 92307
3. Valley Water, 850 Canoas Creek Circle, San Jose, CA 95136
4. San Bernardino Valley Municipal Water District, 380 East Vanderbilt Way, San Bernardino, Ca 92408

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 84449923962#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/84449923962?from=addon>

Please join the meeting from your computer, tablet, or smartphone.

Additional information about participating by telephone or via the remote meeting solution is available here: <https://www.dcdca.org>

AGENDA

Except as permitted by Government Code section 54953(f), Directors will attend the meeting from the DCDCA Boardroom or any of the teleconference locations. Members of the public may attend in person at these locations or remotely through the virtual meeting link above. Assistance to those wishing to participate in the meeting in person or remotely will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation as soon as possible in advance of the meeting by contacting the DCA support staff at (888) 853-8486 or info@dcdca.org. Members of the public may speak regarding items on the agenda during those items and when recognized by the Chair. Speakers are limited to three minutes each; however, the Chair may limit this time when reasonable based on the circumstances. Persons wishing to provide public comment remotely on Agenda Items are encouraged to complete a public comment request form at: <https://tinyurl.com/dcapubliccomment> by 2:00 pm or through the QR code below. In addition, members of the public may use the “raise hand” function (*9 if participating by telephone only) during the meeting to request the opportunity to speak. Additional information will be provided at the commencement of the meeting.

1. **CALL TO ORDER**

2. **ROLL CALL** – Any private remote meeting attendance will be noticed or approved at this time.

3. **CLOSED SESSION**

(a) **CONFERENCE WITH LEGAL COUNSEL**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

- i. *Tulare Lake Basin Water Storage District v. DWR*, Sacramento Superior Court, Case No. 24WM000006 (and related cases), Third District Court of Appeal, Case No. C101878

(b) **CONFERENCE WITH LABOR NEGOTIATORS** – Government Code Section 54957.6

Agency designated representatives: Martin Milobar

Unrepresented contractor: Executive Director

4. **OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE** – At approximately 2:00p.m.

5. **PUBLIC COMMENT**

Members of the public may address the Authority on matters that are within the Authority's jurisdiction but not on the agenda at this time. Speakers are generally limited to three minutes each; however, the Chair may further limit this time when reasonable based on the circumstances. Persons wishing to speak may do so remotely through the electronic meeting link, by scanning the QR Code, or teleconference number when recognized by the Chair. The DCA encourages public comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the DCA or are within its jurisdiction.



6. **APPROVAL OF MINUTES**

(a) April 17, 2025, Regular Meeting Minutes

(b) May 15, 2025, Special Meeting Minutes

7. **DISCUSSION ITEMS**

(a) May Monthly Board Report

Recommended Action: Information Only.

(b) Sustainability Program Update

Recommended Action: Information Only.

(c) DCP 3-Year Workplan Overview

Recommended Action: Information Only.

(d) Adopt Resolution Approving the Sixth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Manager Services

Recommended Action: Adopt Resolution.

(e) Adopt Resolution Approving the Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services

Recommended Action: Adopt Resolution.

(f) Adopt Resolution Approving the Third Amendment to the AECOM Technical Services, Inc. Agreement for Geotechnical and Fieldwork Services

Recommended Action: Adopt Resolution.

(g) Adopt Resolution Approving the First Amendment to the Best Best & Krieger LLP for General Counsel Professional Services

Recommended Action: Adopt Resolution.

8. REPORTS AND ANNOUNCEMENTS

Members of the public may address the Authority on matters pertaining to the Reports at this time.

(a) General Counsel's Report

(b) DCP Communications Report

(c) DWR Environmental Report

(d) Verbal Reports, if any

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

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The Board of Directors meet bi-monthly, proposed next scheduled meetings:

May 21 2025, Finance Committee Meeting at 3:30 p.m.

June 12, 2025, Finance Committee Meeting at 1:30 p.m.

June 18, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

August 21, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING

Thursday, April 17, 2025

1:30 p.m.

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER

The regular meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors was called to order in person, by teleconference, and remotely - Conference Access Information: Phone Number: (669) 444-9171, Code: 84644480409#, <https://dcdca-org.zoom.us/j/84644480409?from=addon> at 1:30 pm.

2. ROLL CALL

Board members in attendance from the DCA Boardroom were President Martin Milobar, Director Gary Martin, Director Miguel Luna, Director Robert Cheng, Director John Weed, and Director Adnan Anabtawi. Director Tony Estremera participated remotely from a private location for just cause due to a physical disability pursuant to AB2449.

Alternate Directors in attendance remotely were Sarah Palmer, Dennis LaMoreaux, and Shiloh Ballard. Alternate Director Jacquelyn McMillan attended from the DCA Boardroom; the Board Clerk captured their attendance for the record.

DCA staff members in attendance were Graham Bradner, Josh Nelson, Adrian Brown, Dan DeSemples and Valerie Martinez.

Department of Water Resources (DWR) member in attendance was Carrie Buckman.

3. CLOSED SESSION

No public comment requests were received for the closed session item.

4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE

President Milobar opened the regular session at approximately 2:15 p.m. and asked Josh Nelson to report out on closed session. There were no reportable actions.

5. PUBLIC COMMENT

No public comment requests were received.

6. APPROVAL OF MINUTES: February 20, 2025, Regular Board Meeting

Recommendation: Approve the February 20, 2025, Regular Board Meeting Minutes

Motion to Approve Minutes from February 20, 2025, as

Noted:	Anabtawi
Second:	Martin
Yeas:	Milobar, Martin, Luna, Estremera, Cheng, Anabtawi, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 25-04-01).

7. DISCUSSION ITEMS:

a) April DCA Monthly Report

Informational Item

DCA Executive Director, Graham Bradner, presented to the Board the Monthly Report for March 2025 activities. Mr. Bradner directed the Board's attention to Section One of the report, Executive Summary, which outlines the key focus areas for the DCA. Mr. Bradner stated that DCA continues to provide engineering and environmental support to DWR, and DWR is currently engaged in Change in Point of Diversion (CPOD) hearings with the State Water Resources Control Board (SWRCB).

He noted that engineering studies are underway to further project design development. These studies consider potential innovations, with plans to issue an updated cost estimate and Basis of Design Report (BODR) planned for early 2027.

Mr. Bradner added that a third parallel priority is the development of internal management plans. These efforts focus on establishing procedures and workflows to support a transition into the delivery phase of the program in mid-2027. This transition is pending completion of major permitting activities, issuing the updated cost estimate, associated financials, and upcoming Public Water Agencies (PWA) decisions to implement the program.

He emphasized that, in the meantime, a significant amount of work remains within the DCA to ensure readiness for this next phase. This continued internal development is one of the DCA's key priorities moving forward.

Mr. Bradner continued with the budget performance and metrics to date, advising that DCA is working with an underrun for the current fiscal year (FY). DCA has an approved total budget for the FY of \$43M with \$32.7M committed through contracts and task orders, leaving just over \$10M in uncommitted approved funds. DCA has incurred roughly \$20M in total invoices. There is still a bit of uncertainty with the remaining portion of the fiscal year, leading to an estimate at completion (EAC) that slightly exceeds the total committed amounts. He informed that as DCA approaches the fiscal year's end, the lines representing EAC and the committed amounts will converge, and the EAC will either come down or the total committed amounts will rise. The EAC is sitting at \$34.4M, representing a 20% total budget underrun.

In terms of work progress, DCA has been describing the general migration towards more quantitative assessments of performance. This includes thinking ahead about where the program is going with an increased focus on engineering, leading to the delivery of necessary program work. Mr. Bradner explained that DCA is now tracking the work progress in terms of percent complete compared to percent spent. Currently, DCA is nearly 68% complete in terms of this fiscal year's issued scope compared to 61% spent for the fiscal year, ahead of what was identified as work to be done. In regards to committed contracts, 13.1% is allocated to Small Business Enterprises (SBEs) and Disabled Veteran Business Enterprises (DVBs), while approximately 8.6% of that has been invoiced.

Mr. Bradner proceeded with current procurements, including the communication support services, which is a contract that is on the Agenda for the for the Board's consideration of adoption. Also, DCA issued the Executive Strategic Support Services Request for Qualifications (RFQ) last month. DCA has received a number of Statements of Qualification (SOQ) and is beginning the review process of those. He added other business-related procurements, such as the scheduling and cloud hosting software, Primavera P6. Moving forward, DCA will use its own cloud hosting of that software rather than using vendor platforms. The goal is to provide a more efficient and secure way for all contracted resources to access the same schedule and start working from a single platform.

DCA's outreach activities include a recent exhibit in Anaheim at the American Water Works Association (AWWA) conference. DCA social media posts continue to make a lot of progress, with a total of 312 posts and over a million impressions. This month, DCA experienced a small, unusual uptick in engagement and will continue to monitor it closely in the coming months.

Director Luna expressed that he liked the new model and that it looks nice.

Mr. Bradner thanked Director Luna.

No further comments or questions were received from the Board, nor were any public comment requests received.

b) Organizational Updates*Informational Item*

Mr. Bradner presented to the Board, recalling back in February, DCA had included an Agenda item to begin discussing the evolution of the organization, continuing a theme that had been previously introduced. At that time, DCA's organizational structure and activities was heavily focused on providing engineering support to DWR, particularly in evaluating alternatives and ensuring the successful delivery of those engineering services. He explained that DCA is now shifting its focus toward the future state of the program and assessing the organization's evolving needs to maintain performance. Referring to the organizational chart update previewed at the February Board of Directors meeting, Mr. Bradner informed the Board that the reorganization process has since been completed and presented a summary of the new structure.

Mr. Bradner listed the six (6) major divisions: Legal, Communications, Program Support, Technical Services, Environmental, and Real Estate. Engineering, geotech, subsurface data collection, and survey processes are now managed within the Technical Services division. Each division has a Division Manager; he briefly introduced Technical Services Division Manager Dan Desemple, whose spotlight is item 7c on the Agenda.

Turning attention to the organization chart, Mr. Bradner stated DCA has invested effort in delineating the clear roles and responsibilities for each division, specifying how any overlaps are intended to work. For instance, the function of Program Support overlaps with Technical Services, specifically with risk management, project-specific costs, and schedule-related actions. These originate within Technical Services, yet it is the function of Program Support to develop the DCA program requirements around those items, manage scope, schedule, and budget from an overall program perspective, and report those out across the organization. So, although there is some general overlap, there are clear delineations and separations between how the distinct functions are intended to operate and how they will communicate and execute cross-functionally.

Mr. Bradner stated that as part of this process, DCA has completed the designation of key positions within the program. He explained that the goal was to define the Division Managers, who hold critical responsibilities within the program, and clarify authority levels within the organization. He noted that this starts with the Executive Director, whose authorities and responsibilities are largely outlined in the Joint Exercise of Powers Agreement (JEPA) and the Joint Powers Agreement (JPA). The Deputy Directors and Chief Engineer operate under the authority delegated to them by the Executive Director. These roles carry the same authorities as outlined by that delegation.

He noted the identification of a category called Special Assigned Roles. These roles come with specific responsibilities, many of which are connected to statutory or regulatory requirements. This category includes the Treasurer, General Counsel, Human Resources

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Manager, Chief of Staff, Senior Advisors, Program Controls Manager, Chief Contracting Officer, and the Health, Safety, and Security Manager. While these individuals are distributed throughout the organizational chart, they each hold special responsibilities and authorities that are unique to their specific roles.

Mr. Bradner continued by addressing the Division Managers, an essential role in helping to communicate and manage all the work within the divisions. The Division Managers, who coordinate closely with the Executive Office, are also likely to have Deputies. As with other leadership roles, the responsibilities of these Deputies are delegated by the respective Division Managers.

The organizational structure has been further developed in detail to define specific working sections, identifying those responsible for managing and delivering the work within each section. This includes outlining the roles of the section leads, task leads, support staff, and any additional resources necessary to carry out the work effectively.

Mr. Bradner noted that DCA has now worked through the full reorganization process, including defining roles, responsibilities, and authorities. With the rollout complete, the DCA team has realigned around the updated organizational structure. The current focus is on reviewing internal meetings and communication practices to ensure full alignment, supporting efficient and effective information flow. He pointed out that communication processes can easily become out of control without careful attention. The goal is to best use everyone's time while ensuring clear and streamlined information transfer.

Mr. Bradner concluded by stating that the organizational restructuring can now be considered a completed task.

Director Anabtawi acknowledged the significant amount of work involved. He commended the effort, noting that it's a meaningful way to signify the project's current phase and ensure that DCA is structured to be successful moving forward.

No further comments or questions were received from the Board, nor were any public comment requests received.

c) **Sr. Leadership Spotlight, Dan DeSemples, Technical Services Division Manager**

Informational Item

Mr. Bradner introduced Dan DeSemples, DCA's Technical Services Division Manager. He expressed that he was glad to have Mr. DeSemples present so the Board could meet him and invited Mr. DeSemples to introduce himself.

Mr. DeSemples expressed his enthusiasm for joining the Delta Conveyance Project (DCP) program and thanked President Milobar and the Directors for the opportunity to introduce

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himself. He shared that over the past four to five months, he has been transitioning into his new role as Technical Services Division Manager, aligned with the recently rolled out organizational structure. He noted how welcoming and talented the team has been and conveyed his excitement about contributing to the Program's continued success.

Originally from the Seattle, Washington area, Mr. DeSempole attended Washington State University, where he met his wife. They have been married for 30 years and have two (2) children. He acknowledged the patience and support of his wife, who has accompanied him through various relocations during his career, including 15 to 16 years spent living overseas in London and Abu Dhabi. During that time, he worked on several high-profile projects and traveled extensively with his family, strengthening their close bond.

Outside of work, Mr. DeSempole enjoys golf, travel, and cycling, a hobby he has been more involved with over the last five (5) to six (6) years. He currently resides in San Mateo and plans to relocate to the Sacramento area later this summer.

Professionally, Mr. DeSempole has been with Jacobs for 30 years. Remarkably, he was recruited during his wedding reception, something he humorously and endearingly ties to having had one (1) wife, one (1) job, and one (1) company for three (3) decades and hopes that fact continues. His roots are in the water business, and he has spent most of his career working on water-oriented projects, including time spent in Northern California with teams in the Redding and Sacramento offices.

While he has held various domestic and international roles, Mr. DeSempole gravitates toward managing large-scale programs and projects. He emphasized his passion for project delivery, collaborating with clients, and leading teams to solve complex challenges, particularly those presented by infrastructure projects similar to the DCP. He looks forward to bringing his experience to this role and continuing to grow and learn as part of the program team.

President Milobar stated that the Board is glad to have Mr. DeSempole on the team.

Mr. Bradner offered that, as the Division Manager of Technical Services, Mr. DeSempole oversees a wide range of deliverables and responsibilities while leading a large team. He explained that the Technical Services Director role also includes responsibility for cross-functional interface management, an essential component of coordinating a complex project of this scale. Ensuring effective communication and connection across all teams is critical, given the layered structure of the program.

Mr. Bradner highlighted that one of the areas where Mr. DeSempole has particularly impressed him is in his ability to manage this internal coordination. He emphasized that Mr. DeSempole plays a key role in ensuring no one is left out of important conversations and that issues are addressed collaboratively across divisions. This requires ensuring that

everyone is aligned and clearly understands the project's direction and objectives, an added responsibility that Mr. DeSempole has taken on with skill and effectiveness.

Director Martin remarked that Mr. DeSempole has a very impressive background and resume. He welcomed Mr. DeSempole aboard and expressed that it was good to have him on the team.

Mr. DeSempole thanked Director Martin.

Director Cheng noted that he had not had the chance to review Mr. DeSempole's previous experience from the earlier slide and asked if he could take a few minutes to highlight some of the major projects he had worked on.

Mr. DeSempole, shared a summary of key projects from his career. He began by sharing how compiling the list reminded him why he enjoys working on large programs and why he has remained with Jacobs for so long, as they have provided him opportunities to work on exciting and meaningful projects.

Most recently, Mr. DeSempole transitioned out of a major infrastructure program in San Mateo, where he participated in delivering \$1 billion worth of wastewater infrastructure. He noted that this project, currently in the construction phase, has been a valuable refresher on the complexities that arise at the end of large construction efforts and how strategic planning can help mitigate risk as the project moves toward completion. He added that some of the lessons learned will be particularly relevant as the DCP progresses.

Before his time in San Mateo, Mr. DeSempole worked on "The Line" project in Saudi Arabia, a highly publicized and ambitious city development under the Neo Mustaqbal (NEOM) initiative. Jacobs and two other global consultants formed a unified group to deliver the project, which involved rapidly mobilizing people, aligning operations, and establishing processes. He described this as a major learning experience in building a collaborative delivery team from the ground up, working with large consultancies, and bringing teams together.

Earlier in his career, Mr. DeSempole was part of the team on the London Tideway Tunnel Program, his first international assignment. He spoke about the parallels between that program and DCP, especially in the early phases focused on scope definition, baseline development, preliminary engineering, permitting, and land acquisition. He also mentioned the significant emphasis on stakeholder engagement and public consultation in the UK, noting its similarities to processes in California. Mr. DeSempole concluded by reflecting on the broad range of projects he has worked on, and the valuable lessons carried forward from each, all of which he looks forward to applying in his new role with the DCP.

Director Cheng followed up with a question, noting that the four highlighted projects were very impressive. He asked whether any of them had been completed or if they were each in different stages of construction.

Mr. DeSemples responded that the San Mateo project is nearly complete, with approximately a year and a half remaining until final completion. While The Line project is part of a 40-year program, meaning full completion will take longer.

As for the other projects, Mr. DeSemples clarified that the last three tunnel programs have been completed. Specifically, the London Tideway Tunnel was recently commissioned. He shared that when he joined the project in 2008, the team anticipated a 20-year delivery timeline, though it took a bit longer to complete. He summarized that all projects are completed except for The Line, which is still ongoing.

Director Anabtawi expressed his appreciation for Mr. DeSemples' impressive career and conveyed his amazement at the caliber of talent the DCA Program has attracted. He noted that the team is fortunate to have Mr. DeSemples on board, acknowledging that managing teams across various disciplines and consultants will be challenging. He concluded by sharing his excitement about having Mr. DeSemples as part of the team and thanked him for his contribution.

No further comments or questions were received from the Board, nor were any public comment requests received.

d) DCA Meeting Cadence

Informational Item

Mr. Bradner presented to the Board that, while the meeting schedule is typically discussed at the end of each fiscal year, it is being brought up earlier this year due to DCA's building momentum and the need to establish a clear meeting schedule as more resources are added to the team. With interrelated activities becoming more prevalent, it is important to understand the year's schedule and Board meeting cadence clearly.

He asked the Board to consider the Board meeting cadence for the upcoming year, providing a range of options, including monthly, bi-monthly, quarterly, and the minimum required by the JPA, at least two (2) meetings per year. Over the past several years, the Board has used a hybrid approach, meeting monthly or bi-monthly as needed, with bi-monthly meetings scheduled for the first three (3) quarters of the fiscal year and monthly meetings in the Spring, particularly due to the budget process, and administrative and various activities that we need addressed at the board level.

Mr. Bradner explained that he and staff recommend continuing with the same approach, which has been effective. The proposed plan for the next fiscal year would be to maintain a similar cadence, bi-monthly meetings throughout the year, with monthly meetings in the Spring to accommodate the budget process. This approach allows flexibility in the event the Board needs to adjust to specific requirements.

President Milobar agreed with the proposed schedule, affirming that it seemed very workable. He confirmed that monthly meetings can be held when the budget process is underway, and the bi-monthly schedule continues to work well otherwise.

Mr. Bradner concluded that the proposed meeting schedule would be adopted, with the calendar included as an attachment. Any necessary changes would be communicated, but this plan would be the foundation for the next fiscal year.

No further comments or questions were received from the Board, nor were any public comment requests received.

e) Consider Passing Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services to Lucas Public Affairs

Adopt Resolution

Mr. Bradner introduced Adrian Brown, the Chief Contracting Officer.

Mr. Brown presented to the Board that DCA issued a RFQ on December 20, 2024, seeking consultants for branding, communications, and graphic support to collaborate with DWR and DCA's engineering and stakeholder engagement staff. The RFQ included tasks such as assisting in coordinating and facilitating meetings with the public and project stakeholders, including but not limited to Board and subcommittee meetings.

The RFQ was advertised for one (1) month and one (1) week, with the last day for questions on January 7, 2025 and qualifications due by January 31, 2025. The procurement team assessed the SOQs for completeness before assembling an evaluation committee. The committee began its review on February 6, 2025, with final discussions on February 18, 2025, resulting in a shortlist of three (3) firms: Prosio Communications based in Roseville, Lucas Public Affairs (LPA) based in Sacramento and the incumbent, VMA Communications based in Claremont.

The evaluation panel interviewed all three firms, and after considerable discussion, recommended awarding the contract to Lucas Public Affairs. The initial contract will last for five (5) years, two (2) months, and 13 days, ending June 30, 2030, with a total value of \$10M. The contract will be task-order based.

Staff recommended that the DCA Board authorize the Executive Director to negotiate and arrange a contract with Lucas Public Affairs for the specified term and amount.

President Milobar confirmed with Mr. Brown that his presentation was complete and requested comment from Mr. Bradner.

Mr. Bradner acknowledged the thoroughness of the process presented by Mr. Brown. He noted that it was a multi-step process, beginning with a review of written submissions followed by interviews. The evaluation utilized a weighted and numerical scoring system, with input from both DCA representatives and external parties. Mr. Bradner expressed his appreciation for Mr. Brown's coverage of the process and confirmed his full support for the staff's recommendation.

Director Anabtawi inquired if a Communications Manager was identified in Lucas Public Affairs' proposal. Mr. Bradner confirmed that Jessyca Sheehan was designated as the Communications Manager. He explained that the role would initially focus on internal tasks for the next two (2) months, with a more public-facing role beginning July 1 of the next fiscal year. He added that Ms. Sheehan was online, though on vacation, and could address any further questions.

Director Martin then asked for clarification regarding the selection committee's composition, specifically if it was comprised of only DCA representatives.

Mr. Brown explained that the committee included representatives from both within and outside the DCA.

Director Cheng expressed appreciation for the thoroughness and objectivity of the process and thanked Valerie Martinez for her service during a challenging period. He also requested that Ms. Sheehan briefly describe the large-scale communications projects she has worked on.

Ms. Sheehan introduced herself as the Executive Vice President at LPA, leading their energy and climate practice, overseeing field teams, working with subcontractors, and other consultant partners. She has nearly two (2) decades of experience in consulting on large infrastructure projects, particularly with utility companies such as PG&E, and her leadership on the "Save Our Water" campaign. She also noted her experience in California's energy, climate, and water sectors.

Director Cheng expressed his appreciation for Ms. Sheehan's background in California politics and communication strategies.

Alternate Director Palmer echoed Director Cheng's comments, expressing appreciation for Ms. Martinez's service over the past two (2) years. She noted that she had been with the organization since the beginning and thanked her for setting the team on a strong path forward.

President Milobar thanked Alternate Director Palmer for her comment.

No further comments or questions were received from the Board, nor were any public comment requests received.

Recommendation: Approve Passing Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services to Lucas Public Affairs

Motion to Approve Passing Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services to Lucas Public Affairs, as

Noted: Milobar
Second: Weed
Yeas: Milobar, Martin, Luna, Estremera, Cheng, Anabtawi, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-02).

f) **Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board**

Adopt Resolution

Mr. Bradner acknowledged Alternate Director Dan Flory for his service on the DCA Board of Directors. He noted that Director Flory had served since the adoption of the amended JPA, a pivotal moment in the agency's history that marked the expansion of the Board and the implementation of foundational policies and procedures. Although Director Flory's time on the Board was relatively brief, Mr. Bradner highlighted his long and distinguished career in California water and expressed DCA's deep appreciation for his contributions. On behalf of staff, he thanked Director Flory for his efforts and extended best wishes for his future endeavors.

Director Anabtawi shared his appreciation for Alternate Director Flory, noting that he had the pleasure of working with him during his involvement with the State Water Contractors.

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He described Director Flory as a delight to work with and expressed his gratitude for his service. Director Anabtawi extended his thanks to Director Flory.

No further comments or questions were received from the Board, nor were any public comment requests received.

Recommendation: Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board

Motion to Approve Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board, as

Noted:	Martin
Second:	Anabtawi
Yeas:	Milobar, Martin, Luna, Estremera, Cheng, Anabtawi, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-03).

8. STAFF REPORTS AND ANNOUNCEMENTS:

President Milobar mentioned that members of the public may address the Authority on matters pertaining to the Reports at this time.

No public comment requests were received for any of the staff reports.

a. General Counsel's Report

DCA General Counsel, Josh Nelson, informed the Board that his written report was included in the meeting packet. He noted that the majority of legal efforts for the month were focused on matters appearing on the Agenda.

No comments or questions were received from the Board.

b. Treasurer's Report

Adam Benson, Group Manager of Finance Administration at Metropolitan, presented the Monthly Treasurer's Report for February–March 2025 on behalf of Treasurer Katano Kasaine. He reported an opening cash balance of \$3.2M as of February 1. During the period, the DCA received approximately \$2.9M in contributions and had disbursements totaling \$5.46M, resulting in an ending cash balance of approximately \$714,000. Mr. Benson concluded his report by informing the Board that the full details, including the

statement of net position, cash receipts, and disbursements, were included in the meeting packet.

No further comments or questions were received from the Board.

c. DCP Communications Report

Mr. Bradner provided an update on recent and ongoing communications initiatives. He noted that the team has established a monthly cadence for the newly launched DCA Digest, a newsletter used to share important project updates. It has been well received, and members of the public can subscribe via the DCA website.

He reported that the Engineering Components video was released in March and is available on the DCA website. The video has been segmented into short snippets, each focusing on a different project component, and distributed through social media. This effort was a collaboration between the Engineering team and VMA Communications, involving storyboarding, scripting in multiple languages, and multi-channel distribution. The Engineering team developed the animations in close coordination with the Communications team.

Mr. Bradner also shared that an updated version of the "What is the DCA?" video has been released. This new version includes updated graphics, new footage, and revised language to better represent the current role, activities, and purpose of the DCA.

He further noted that on March 25, 2025, DWR Director Karla Nemeth and DCA leadership, including Director Miguel Luna in his role as legislative liaison, conducted a briefing for new state legislators. These briefings are part of DCA's ongoing efforts to keep stakeholders and decision-makers informed and engaged, especially to counter misinformation.

Director Luna added that the briefing was well attended and productive, including strong interest from legislators representing Delta regions. He thanked Ms. Martinez and the VMA team for their efforts in coordinating the event and preparing materials. He emphasized the importance of continued engagement with the Legislature and praised the quality and cadence of the communications work.

Ms. Martinez thanked Director Luna for his efforts, noting his strong relationships within the Legislature helped bring attendees to the event. She then reported that virtual project tours are now available in Spanish and Chinese on the DCA website.

In March and April, the DCA participated in the Western Winter Workshop, the Water Education for Latino Leaders conference, and the American Water Works Association conference. At each event, DCA staff had exhibit booths, and Mr. Bradner gave a presentation at the Western Winter Workshop. In May, the DCA will participate in the

Association Of California Water Agencies (ACWA) conference and the California Water Association Spring Policy Symposium.

Community outreach in the Delta is also ongoing, with DWR outreach teams present at community events.

Ms. Claudia Rodriguez added that following the legislative briefing, the DCA followed up with attendees by sending an information packet and personalized letters from Director Luna. These were distributed to all but three (3) legislators, who were unavailable due to the holiday. Ms. Martinez noted that Yadira Rodriguez personally hand-delivered many of the packets, providing a personal one-on-one impact.

Mr. Bradner shared his gratitude to Ms. Martinez and the VMA team for their outstanding service and professionalism over the years. He acknowledged the evolution of the project and the importance of VMA's role in maintaining clear and effective communication about a complex and frequently changing initiative.

President Millibar echoed the appreciation on behalf of the Board, thanking Ms. Martinez for her clarity, professionalism, and dedication.

Director Cheng added that he appreciated the earlier comments regarding VMA and Ms. Martinez's engagement, which has been deeply valued. He also thanked Director Luna for his leadership in legislative outreach, acknowledging that while it may not often be top of mind, it is a critical element for the Program's success. He then asked for more details on the legislative meetings: specifically, how many legislators were engaged and whether there were any surprises during the conversations.

Ms. Martinez responded that three (3) Legislators attended the briefing in person, which was considered a strong turnout for this type of event. In addition, approximately nine (9) Chiefs of Staff and legislative directors participated, with a few others unable to attend due to scheduling conflicts. She noted that Kasey Schimke, the government affairs representative for DWR, had taken the lead on coordinating the meetings.

Director Luna added that the briefing was designed for new members of the legislature, who are often overwhelmed with various priorities and training. Despite this, the attendance included three (3) legislators and nearly a dozen staff representatives, which was encouraging. He described the meeting as productive, with good engagement and open dialogue. Although the topic could be contentious, the tone remained constructive throughout. He highlighted that Director Nemeth, Carrie Buckman, and Mr. Bradner all participated and provided expert responses to questions which contributed to the event's success. He emphasized that having factual, clear, and accessible information was crucial

and credited both VMA and Ms. Martinez for ensuring this was achieved through concise, digestible materials.

President Milobar asked if there were any additional comments.

Director Martin added a final thank you to Ms. Martinez, expressing that she would be missed. He praised her professionalism, particularly during the final stages of her contract. He commended the high quality of the newest content on the website, noting that it was high quality, clear, direct, and easy for a broad audience to understand. He emphasized the importance of communication and outreach to the project's success and thanked Ms. Martinez for her significant contributions.

Ms. Martinez responded warmly, expressing appreciation for the kind words and saying she was touched by the remarks. She reassured everyone that the team was in good hands moving forward.

Director Weed concluded by thanking Ms. Martinez once more for her service to the DCA.

No further comments or questions were received from the Board.

d. DWR Environmental Report

Carrie Buckman, Environmental Manager at DWR, presented to the Board a brief update on the ongoing water rights process, the major permit process at the moment. She explained that the Department is seeking obtain a Change in the Point of Diversion (CPOD) to the State Water Project water rights to allow diversion from two (2) new intakes in the North Delta. For this change to be approved, the State Water Resources Control Board (SWRCB) must determine that granting the petition would cause no injury to a legal user of water, including other water rights holders, and no unreasonable impacts to fish and wildlife.

The process involves a hearing before the SWRCB, which began with policy statements on February 18, 2025. The hearing resumed on April 3, 2025 with opening statements and the first panel, which focused on why the California Simulation Model 3 (CalSim 3) and the Delta Simulation Model II (DSM2) are suitable models. She explained that this is DWR's opening statement and panels to make their case in chief that they are able to meet those two (2) criteria for the State Board. Two (2) panels have presented so far, with a third underway during the current meeting. In total, five (5) panels will present the Department's case in chief, which is scheduled to continue through June 11, 2025.

Following that, protestants will present their case in chief, due July 11, 2025, with testimony scheduled beginning August 8, 2025 and continuing into September and October. Ms. Buckman also noted that an additional policy statement session is scheduled for May 19 to replace the one interrupted in March by a cyberattack. That session will allow both in-person and virtual participation.

Agenda Item 6a

Director Cheng acknowledged the effort put into the process and commented on the effectiveness of the panels, especially praising Adam Murdock's participation.

Director Anabtawi expressed appreciation for the extensive technical and legal work involved; he asked Ms. Buckman to extend gratitude to the panelists for their commitment.

President Milobar asked Ms. Buckman when this effort will be wrapping up.

Ms. Buckman responded that the hearings are expected to conclude around the end of the year, and then the SWCRB will proceed to draft a water rights order. The final decision is anticipated in 2026.

No further comments or questions were received from the Board, nor were any public comment requests received.

e. Verbal Reports, if any

No verbal reports were received.

9. FUTURE AGENDA ITEMS:

Mr. Bradner informed the Board that there are a few key Agenda items on the horizon. Specifically, several contract amendments will need to be addressed, likely at the May Board meeting. These include amendments for major vendor contracts that must be finalized ahead of the next fiscal year. He also mentioned the intent to begin sharing a multi-year work plan, spanning two (2) to three (3) years, to provide a clearer view of the project's direction. While major permitting activities remain underway, his summary report outlined additional priority initiatives that must now be carried out in parallel. He emphasized that it is an appropriate time to begin framing these efforts as coinciding for the Board's awareness.

He added that the Sustainability Program would also be brought back to the Board. The Board had approved a related policy nearly two (2) years ago, and significant work has taken place behind the scenes since then. This includes evaluating opportunities and assessing alignment with large-scale infrastructure sustainability frameworks. An update to the Board is anticipated in May or June.

He concluded by noting that these items will begin to stack up across the next couple of Board meetings.

10. ADJOURNMENT:

President Milobar adjourned the meeting at 3:18 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 84644480409#, <https://dcdca-org.zoom.us/j/84644480409?from=addon>

BOARD OF DIRECTORS MEETING

MINUTES

SPECIAL MEETING

Thursday, May 15, 2025

2:00 p.m.

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER

The special meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors was called to order in person, by teleconference, and remotely - Conference Access Information: Phone Number: (669) 444-9171, Code: 89213820093#, <https://dcdca-org.zoom.us/j/89213820093?from=addon> at 2:00 pm.

Board members in attendance from the DCA remote location at the Portola Hotel & Spa were Director Gary Martin, Director John Weed, and Alternate Director Dennis LaMoreaux sitting in for Director Adnan Anabtawi. President Martin Milobar participated remotely from Kern County Water Agency. Director Tony Estremera, Director Robert Cheng, and Director Miguel Luna participated from remote locations.

Alternate Directors Sarah Palmer attended from the DCA remote location and Alternate Director Michael Plinski attended remotely; the Board Clerk captured their attendance for the record.

DCA staff members in attendance were Graham Bradner and Josh Nelson.

2. DISCUSSION ITEMS:

a) Discuss and Consider Support for Governor's Legislative Proposals to Fast-Track Delta Conveyance Project, a Critical Water Infrastructure Project

Approve Resolution

Mr. Bradner presented to the Board that Governor Newsom recently announced a number of proposed trailer bills to assist efforts to modernize critical water infrastructure through the Delta Conveyance Project (DCP). These proposals will help streamline alternative processes for DCP, saving time and money to adapt State Water Project (SWP) to the effects of climate change, protect against earthquake risk.

The proposals preserve environmental protection while promoting efficiency and expediency that will allow DCP to save years and billions of dollars by avoiding delays. The

trailer bill language has not yet been released. However, the Governor's press release is anticipated to address four (4) main points. First, simplifying permitting. The proposal would simplify permitting for projecting certain deadlines from the existing SWP water right permits, recognizing that the SWP should continue serving California's water needs indefinitely. The proposal will also strengthen enforcement of the State Water Board's existing rules for permit protests. Second, confirming funding authority. The proposal confirms that the Department of Water Resources (DWR) has the authority to issue bonds for the cost of the DCP water agencies. Third, preventing unnecessary litigation delays. The proposal narrows and streamlines judicial review of future challenges to the DCP, building on models that have served other large public works projects. Lastly, supporting construction. The proposal streamlines the authority to acquire land supporting the ultimate construction of the DCP.

Mr. Bradner expressed his appreciation for the Governor's leadership and recognized the urgency of the DCP and the opportunity to modernize how we move critical infrastructure forward.

He concluded by articulating that staff strongly supports the Governor's forward-thinking approach and recommends that the Board consider authorizing the Board President and/or the Executive Director to issue letters of support for the proposals. As specific bills are released, letters will be drafted and sent as appropriate.

President Milobar also thanked Governor Newsom for his continued leadership and prioritizing California's water future. He expressed his support for the efforts to move this project forward and is proud to stand behind the direction outlined by the Governor, noting that this is about protecting California's water supply now and into the future. President Milobar also commended Ms. Karla Nemeth for her leadership and hard work on this project as the Director of the DWR.

Director Estremera stated that his agency (Santa Clara Valley Water District) issued a press release the previous day to support the Governor's actions, emphasizing that this is the path forward to getting the project done. He noted that Silicon Valley depends heavily on the Delta for its water. He stressed the importance of the project to the region, which includes some of the largest corporations on the planet. He underscored the responsibility of the SWP to serve the community and its constituents. He concluded by stating that they are satisfied with the recent developments and thanked the Governor and Director Nemeth for their efforts in moving the DCP forward.

Director Cheng expressed support for the Governor's and Ms. Nemeth's actions, describing their support as bold and commendable. He acknowledged the controversy surrounding

the DCP and anticipates continued discussion but emphasized that this show of support is both welcomed and necessary as a catalyst to advance the DCP to its next phase.

Director Martin offered full support for the Board’s action and expressed appreciation for the Governor’s decision, noting that it will help save people across California potentially millions of dollars by avoiding delay-related costs.

Alternate Director Palmer provided a public comment on the item, she stated that she had attended a meeting where Ms. Nemeth spoke about the DCP, along with several federal representatives. She remarked that while not everyone may feel entirely enthusiastic, there is reason to be optimistic about the progress being made. She emphasized the long-term significance of the DCP, noting that it is not about short-term gains within a single political term, but rather about shaping California’s future over the next 50 years and beyond.

She referenced discussions at the Association of California Water Agencies (ACWA) conference, informing the Board that the efforts for the Central Valley Project (CVP) and the SWP would have cost an estimated \$30B to \$40B when adjusted for present-day value, placing the current project in a similar scope and scale. While acknowledging the immense cost, she stressed the importance of recent actions by the Governor, Ms. Nemeth, and others in making it possible to potentially consider bond financing as a viable option.

She concluded by stating that viewing the project as an extension of the SWP and investing in California’s long-term water infrastructure represents an important opportunity. She praised the leadership of Governor Newsom, Ms. Nemeth, and the collaboration with federal partners, and closed by expressing optimism for the forward and upward path ahead.

No further comments or questions were received from the Board, nor were any public comment requests received.

Recommended Action: Authorize Letters of Support from President and Executive Director by Motion.

Motion to Approve Authorizing Letters of Support from President and Executive Director for Governor’s Legislative Proposals to Fast-Track Delta Conveyance Project, as

Noted:	Luna
Second:	Estremera
Yeas:	Milobar, Martin, Luna, Estremera, Cheng, LaMoreaux, Weed
Nays:	None
Abstains:	None
Recusals:	None

Absent: None

Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion by Minute Order 25-05-01).

3. ADJOURNMENT:

President Milobar adjourned the meeting at 2:08 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 89213820093#, <https://dcdca-org.zoom.us/j/89213820093?from=addon>

MONTHLY BOARD REPORT

This document is fully interactive; use menus to navigate on-screen.

1 EXECUTIVE
SUMMARY

2 ACTIVITIES /
HIGHLIGHTS

3 BUDGET

4 CONTRACTS

5 S/DVBE
STATUS

6 CONTRACT
PROCUREMENT

7 PROGRESS



Agenda Item 7a

May 2025

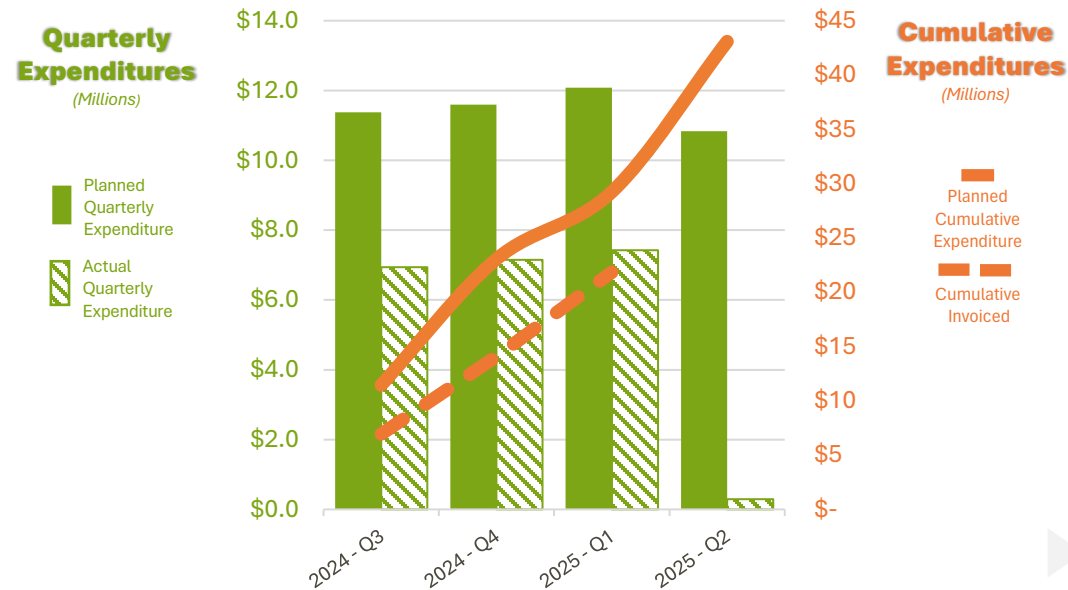
(Activities in April)

Section 1 | Status-at-a-Glance

SUMMARY OF DCA FOCUS AREAS

- Engineering and Environmental support to DWR for Change in Point of Diversion hearings at the State Water Resources Control Board
- Engineering studies to advance the project design and consider potential innovations; updated cost estimate and Basis of Design Report planned for early 2027.
- Development of internal management plans, procedures, and workflows for transitioning to delivery phase in 2027.

FY24/25 BUDGET OVERVIEW



OUTREACH ACTIVITIES

- The DCA participated in the [Southern California Water Coalition Luncheon](#) in Temecula, CA. Special guest and speaker, California Department of Water Resources (DWR) Director, Karla Nemeth, presented a vision for California's climate resilience, the importance of collaborative projects among local water districts and addressing affordability to ensure water access for all Californians.
- **Social media** as of April 31, 2025
 - **341** Posts
 - **1,158,521** Total impressions
 - **11.5%** increase in impressions since March 31, 2025

PERFORMANCE AND METRICS

- FY24/25 Budget: \$43M; total committed \$35M; \$22M incurred
- Financial Performance: EAC = \$33.1M; 23% under total budget
- Work Progress : 65% complete vs. 63% spent (of committed budget)
- SBE/DVBE Participation: 12% of committed contracts; 9% invoiced

PROCUREMENTS

- Executive Strategic Support Services
- Primavera P6 Cloud Hosting and User Licensing
- Various Business Services

Section 2 | Technical Services Activities

FOCUS AREAS

KEY ACTIVITIES

MILESTONES

ENGINEERING

Permit support to DWR.

Develop a project-wide Basis of Design Report to support updated Class III cost estimate targeted for early 2027.

Develop master schedule to include all program functions for overall planning and tracking.

Support Change of Point of Diversion hearings with the State Water Resources Control Board.

Continue evaluation of design/construction innovations to reduce costs/footprint or manage risk and schedule.

Develop plan for Basis of Design Report and Class 3 Cost Estimate Workplan.

Change of Point of Diversion hearings began on April 08, 2025, and expected to continue through Q2/2025.

Annotated outline and implementation plan for Basis of Design Report due end of Q2/2025.

Complete various facility studies throughout the year focused on documentation of potential innovations.

FIELD EXPLORATION

Revise workplan for the originally planned FY2025/26 geotechnical and environmental investigations and surveys due to continuation of a preliminary injunction.

Provide most recent information to engineering team to support studies and design development.

Continue review and development of anticipated property access requirements for 2025 and 2026.

Coordinating TEP priorities with Land Acquisition team as well as developing FY2025/26 workplans and budgets.

Updating procedures for future field investigations and studies.

Survey Plan is in development, completion date extended to May 2025.

Submit 2024 Geotechnical Data Report in May 2025.

Submit updated exploration and testing work procedures in May 2025.

Reusable Tunnel Material testing results in May 2025.

LAND ACQUISITION

Manage development, tracking and acquisition of temporary access rights to support field explorations and surveys.

Refine comprehensive understanding of complete permanent property requirements including easements and acquisitions

Develop and coordinate right of way surveying requirements for 2025 and 2026.

Order and review title reports, update property boundaries, ownership, and right-of-way cost estimate for potentially affected parcels in Sacramento and San Joaquin counties.

Property acquisition refinements for potentially affected parcels in Sacramento and San Joaquin County provided by end of June 2025.

ENVIRONMENTAL

Ensure understanding of and adherence to environmental permit requirements and commitments.

Continue to support Change of Point of Diversion hearings at the State Water Resources Control Board.

Develop environmental commitment information for each construction feature to be included in Basis of Design Report.

Develop Environmental Compliance Plan tracking and reporting approach to document compliance with permit requirements and commitments for all work from design through commissioning.

Completed participation in the panel Change of Point of Diversion hearings at the State Water Resources Control Board on April 14, 2025.

Completion of environmental commitment information for each construction feature in Q3/2025.

Environmental Compliance templates in Q3/2025.

PROGRAM MILESTONES

J
2025

F

M

A

M

J

◆ ITP rec'd

◆ CPOD Hearings Begin

◆ 2024 GDR
◆ RTM Study
◆ Survey Plan
◆ Updated field procedures

◆ BODR outline
◆ Procurement docs
◆ ROW refinements

Today

Section 2 | Program Activities

FOCUS AREAS

KEY ACTIVITIES

MILESTONES

PROGRAM SUPPORT

Includes facilities, administration, program controls, procurements, and information technology.

Responsible for systems, procedures, and assurances regarding risk, schedule, health & safety, quality, and sustainability for the current pre-implementation phase.

Managing the evolution of systems and requirements to support the future implementation phase of the program.

Analysis of FY2024/25 scope, deliverables, and budget performance for all contracts.

Establishing new contract templates, requirements, and standards for all DCA vendors.

Evaluating current sustainability baseline and considering decision process and timeline to develop program sustainability plan.

Provided templates to standardize budget, scope, schedule for FY2025/26 for use by all DCA vendors in April 2025.

Developed Deliverable Acceptance Process for use by DCA to route documents and plans in accordance with reviewer hierarchy/authority in February 2025.

Updated sustainability strategy to be rolled out in Q2/2025.

COMMUNICATIONS

Development of new collateral to the general public describing the project features, design and construction considerations, and other aspects of the program.

Working closely with DWR, State Water Contractors, Inc., and Public Water Agency partners on overall communications strategy.

Planning for participation at industry conferences.

Continuing engagement with Sustainability Team for public-facing information materials development.

Management and updating of DCA website and social media content.

Developing new public water agency fact sheets.

Cost Containment Fact Sheet planned by end of Q2/2025.

Sustainability brochure planned by end of Q2/2025.

Released Chinese Engineering Components video.

Attended Southern California Water Coalition quarterly event.

LEGAL

Continue supporting DCA and DWR legal needs.

Assist Program Support and Executive Office functions with procurement and contract management efforts, including potential amendments to the Jacobs and Parsons agreements.

Change of Point of Diversion hearings continue at the Water Board. Additional policy statements will be heard on May 19th.

EXECUTIVE OFFICE

Continuing to plan and strategize for DCA organizational readiness for implementation phase activities.

Preparing for project update in early 2027 to support public water agency implementation decisions.

Planning for participation in industry events to provide project updates.

Project updates to public water agencies, industry events, and other interested parties.

Working with the DCA Finance Committee for review and refinements to the proposed FY25/26 scope and budget

Draft FY2025/26 DCA budget review by DCA Finance Committee on 5/21/2025 and final on 6/12/2025.

Present FY2025/26 DCA budget to DCA Board of Directors for approval on 6/18/2025.

PROGRAM MILESTONES

J
2025

◆ Virtual Tour Update

◆ Mid-year contract reviews

◆ Del. Acceptance Process rollout

◆ New Org Structure ◆ Proj. Comp. Videos

◆ New FY25/26 budget templates

◆ CPOD Hearings Begin

◆ FY25/26 draft budget

Today

◆ Updated Sustain. Strategy

◆ FY25/26 final budget

◆ Cost Containment fact sheet

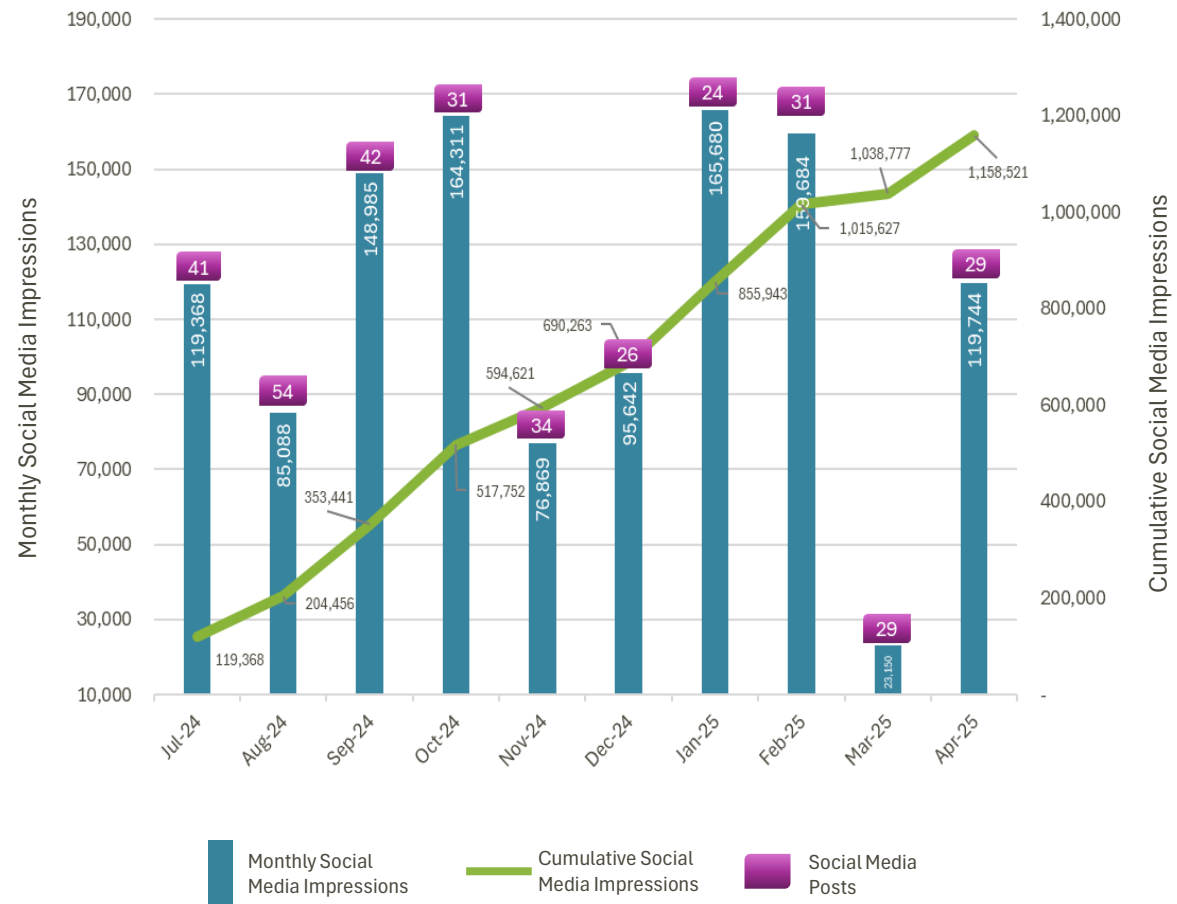
◆ Sustainability brochure

Section 2 | Outreach Highlights

- ✓ Released Chinese Engineering Components video
- ✓ Advanced development of a Sustainability Brochure
- ✓ Worked with PWA's to develop agency-specific fact sheets
- ✓ Attended Southern California Water Coalition quarterly event



SOCIAL MEDIA TRENDING



Section 3 | Budget Summary

The FY24/25 DCA budget has been approved and is \$43M (Table 1). We are currently forecasting an Estimate at Completion (EAC) budget of \$33.1M (Table 1), a decrease of \$1.3M over last month. This EAC is now \$9.9M under our approved budget. The new EAC reflects in-progress refinements to the overall program scope and budget for the remainder of FY24/25. The DCA has incurred \$22.2M in expenditures through the end of April (details in Table 2) and has committed a total of \$35.0M (details in Table 3). Planned cash flow curves are shown in Figure 1.

Table 1 | Monthly Budget Summary (FY 24/25)

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
Program Management Office						
Executive Office	\$ 4,939,700	\$ 4,939,700	\$ 3,070,421	\$ 1,659,451	\$ 2,461,998	\$ (2,477,702)
Community Engagement	1,224,600	1,224,600	1,098,696	628,036	1,092,696	(131,904)
Program Controls	4,905,500	4,905,500	5,557,306	3,534,025	5,679,306	773,806
Administration	3,535,700	3,535,700	3,684,928	2,809,904	3,816,479	280,779
Procurement and Contract Administration	762,900	762,900	762,490	421,142	785,490	22,590
Property	1,028,300	1,028,300	1,179,879	374,099	1,029,499	1,199
Permitting Management	1,254,600	1,254,600	1,279,493	441,833	684,493	(570,107)
Health and Safety	431,600	431,600	431,592	268,983	406,592	(25,008)
Quality Management	698,600	698,600	623,160	276,964	441,160	(257,440)
Sustainability	501,500	501,500	494,292	278,837	432,292	(69,208)
Engineering Management	-	-	570,000	240,568	190,000	190,000
Geotechnical Management	444,300	444,300	419,230	270,831	379,230	(65,070)
Survey and Mapping Management	-	-	195,000	55,160	135,000	135,000
Program Initiation						
Engineering	\$ 13,938,700	\$ 13,938,700	\$ 13,138,522	\$ 9,645,213	\$ 13,673,522	\$ (265,178)
Program Delivery						
Project Delivery	\$ 9,334,200	\$ 9,334,200	\$ 2,492,242	\$ 1,272,835	\$ 1,892,242	\$ (7,441,958)
	\$ 43,000,200	\$ 43,000,200	\$ 34,997,252	\$ 22,177,881	\$ 33,100,000	\$ (9,900,200)

Section 3 | Budget Detail

Table 2 | FY 24/25 Budget Detail, 1 of 2

Work Breakdown Structure	Original Budget	Current Budget	Current Commitments	Pending Commitment Changes	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate At Completion	Variance (Surplus)/Deficit
Delta Conveyance	\$ 43,000,200	\$ 43,000,200	\$ 34,997,252	\$ -	\$ 22,177,881	\$ 20,822,319	63%	\$ 33,100,000	\$ (9,900,200)
Executive Office	4,939,700	4,939,700	3,070,421	-	1,659,451	3,280,249	54%	2,461,998	(2,477,702)
Executive Office	1,974,700	1,974,700	1,954,006	-	1,236,272	738,428	63%	1,797,006	(177,694)
Legal	497,200	497,200	497,162	-	180,107	317,093	36%	282,162	(215,038)
Audit	18,000	18,000	-	-	-	18,000	0%	-	(18,000)
Treasury	338,000	338,000	347,513	-	150,235	187,765	43%	202,513	(135,487)
Human Resources	258,800	258,800	271,740	-	92,837	165,963	34%	141,740	(117,060)
Undefined Allowance	1,853,000	1,853,000	-	-	-	1,853,000	0%	38,576	(1,814,424)
Community Engagement	1,224,600	1,224,600	1,098,696	-	628,036	596,564	57%	1,092,696	(131,904)
Management	456,800	456,800	607,926	-	355,013	101,787	58%	587,926	131,126
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	517,800	517,800	490,770	-	273,022	244,778	56%	504,770	(13,030)
Program Controls	4,905,500	4,905,500	5,557,306	-	3,534,025	1,371,475	64%	5,679,306	773,806
Management	651,000	651,000	688,169	-	427,728	223,272	62%	693,169	42,169
Cost Management	843,600	843,600	1,146,867	-	738,644	104,957	64%	1,183,867	340,267
Schedule Management	1,688,800	1,688,800	1,908,454	-	1,110,885	577,915	58%	1,690,454	1,654
Document Management	481,400	481,400	459,840	-	263,649	217,751	57%	409,840	(71,560)
Governance	911,300	911,300	1,024,816	-	748,676	162,624	73%	1,362,816	451,516
Asset Management	329,400	329,400	329,160	-	244,444	84,957	74%	339,160	9,760
Administration	3,535,700	3,535,700	3,684,928	-	2,809,904	725,796	76%	3,816,479	280,779
Management	948,700	948,700	963,840	-	614,286	334,414	64%	1,060,840	112,140
Facilities	1,496,200	1,496,200	1,585,712	-	1,385,837	110,363	87%	1,561,263	65,063
Information Technology	1,090,800	1,090,800	1,135,376	-	809,781	281,019	71%	1,194,376	103,576
Procurement and Contract Administration	762,900	762,900	762,490	-	421,142	341,758	55%	785,490	22,590
Procurement Management	762,900	762,900	762,490	-	421,142	341,758	55%	785,490	22,590

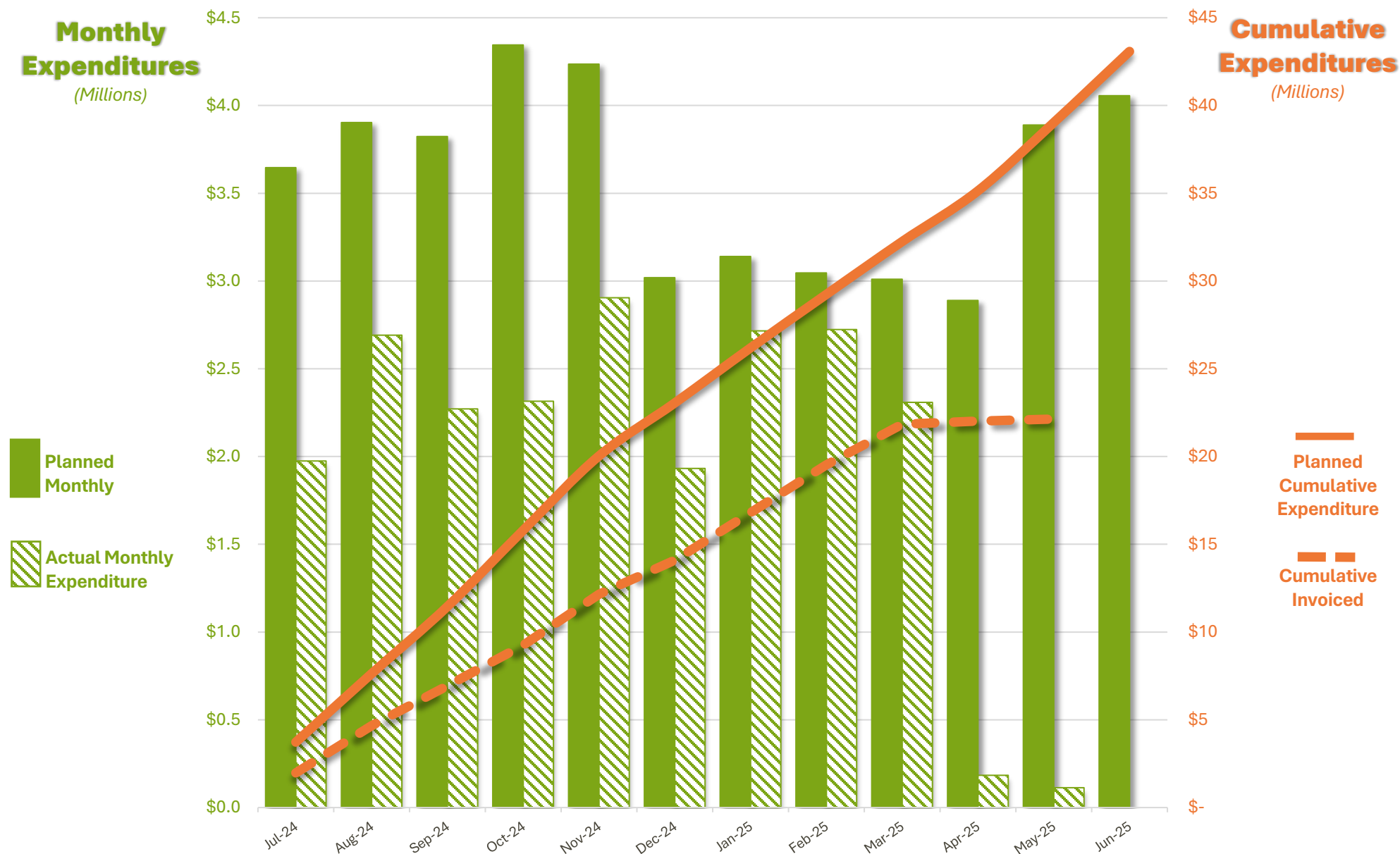
Section 3 | Budget Detail *continued*

Table 2 | FY 24/25 Budget Detail, 2 of 2

Work Breakdown Structure	Original Budget	Current Budget	Current Commitments	Pending Commitment Changes	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate At Completion	Variance (Surplus)/Deficit
Property	1,028,300	1,028,300	1,179,879	-	374,099	654,201	32%	1,029,499	1,199
Property Agents	501,200	501,200	151,587	-	32,088	469,112	21%	81,287	(419,913)
Temporary Entrance Permits	477,100	477,100	377,042	-	179,987	297,113	48%	296,962	(180,138)
Land Purchase	-	-	550,000	-	60,774	(60,774)	11%	550,000	550,000
Court Ordered Entry	50,000	50,000	101,250	-	101,250	(51,250)	100%	101,250	51,250
Permitting Management	1,254,600	1,254,600	1,279,493	-	441,833	812,767	35%	684,493	(570,107)
Management	534,700	534,700	759,686	-	398,289	136,411	52%	539,686	4,986
Permit Monitoring and Compliance	719,900	719,900	519,807	-	43,545	676,355	8%	144,807	(575,093)
Health and Safety	431,600	431,600	431,592	-	268,983	162,617	62%	406,592	(25,008)
Management	431,600	431,600	431,592	-	268,983	162,617	62%	406,592	(25,008)
Quality Management	698,600	698,600	623,160	-	276,964	421,636	44%	441,160	(257,440)
Management & Auditing	698,600	698,600	623,160	-	276,964	421,636	44%	441,160	(257,440)
Sustainability	501,500	501,500	494,292	-	278,837	222,663	56%	432,292	(69,208)
Management	501,500	501,500	494,292	-	278,837	222,663	56%	432,292	(69,208)
Engineering Management	-	-	570,000	-	240,568	(240,568)	42%	190,000	190,000
Program Delivery Planning	-	-	570,000	-	240,568	(240,568)	42%	190,000	190,000
Geotechnical Management	444,300	444,300	419,230	-	270,831	173,469	65%	379,230	(65,070)
Management	444,300	444,300	419,230	-	270,831	173,469	65%	379,230	(65,070)
Survey and Mapping Management	-	-	195,000	-	55,160	(55,160)	28%	135,000	135,000
Management	-	-	195,000	-	55,160	(55,160)	28%	135,000	135,000
Engineering	13,938,700	13,938,700	13,138,522	-	9,645,213	4,293,487	73%	13,673,522	(265,178)
Management & Administration	1,141,900	1,141,900	1,496,843	-	892,513	249,387	60%	1,376,843	234,943
Facility Studies	5,657,900	5,657,900	8,017,838	-	7,376,640	(1,718,740)	92%	8,537,838	2,879,938
Project Definition Reports	6,937,300	6,937,300	1,247,283	-	1,310,102	5,627,198	105%	1,312,283	(5,625,017)
Basis of Design Reports	-	-	2,200,000	-	-	-	0%	2,310,000	2,310,000
Permit Engineering Support	201,600	201,600	176,557	-	65,957	135,643	37%	136,557	(65,043)
Project Delivery	9,334,200	9,334,200	2,492,242	-	1,272,835	8,061,365	51%	1,892,242	(7,441,958)
Project Geotechnical	9,334,200	9,334,200	2,147,242	-	1,263,467	8,070,733	59%	1,747,242	(7,586,958)
Project Surveying and Mapping	-	-	345,000	-	9,368	(9,368)	3%	145,000	145,000

Section 3 | Monthly & Cumulative Expenditures

Figure 1 - FY 24/25 Cash Flow to Date



Section 4 | Contract Summary

Table 3 - Contract Summary (FY 24/25)

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Delta Conveyance	\$34,997,252	\$22,177,881	63%
e-Builder, Inc.	\$156,304	\$156,304	100%
Jacobs Engineering Group	\$16,702,031	\$11,301,299	68%
Hamner, Jewell & Associates	\$58,284	\$5,343	9%
Bender Rosenthal, Inc.	\$803,453	\$167,972	21%
Associated Right of Way Services, Inc.	\$34,911	\$3,243	9%
PSOMAS	\$345,000	\$9,368	3%
Parsons	\$9,521,105	\$5,693,653	60%
Prime US-Park Tower, LLC	\$1,362,382	\$1,245,092	91%
110 Holdings dba Launch Consulting, LLC	\$371,864	\$240,952	65%
VMA Communications, Inc.	\$801,897	\$541,957	68%
JAMBO-Silvacom, LTD	\$34,920	\$34,920	100%
Best Best & Krieger	\$497,162	\$180,107	36%
Metropolitan Water District of S. California	\$536,142	\$157,186	29%
Dept of Water Resources	\$151,250	\$130,270	86%
AECOM Technical Services	\$2,147,242	\$1,263,467	59%
Gwendolyn Buchholz, Permit Engineer, Inc.	\$150,000	\$114,100	76%
IRIS Intelligence, LLC	\$27,830	\$27,830	100%
Alliant Insurance	\$27,549	\$27,549	100%
Consolidated Communications, Inc.	\$36,000	\$28,495	79%
AT&T	\$34,449	\$19,849	58%
Caltronics Government Services	\$37,700	\$28,102	75%
AVI-SPL, LLC	\$120,293	\$91,622	76%
Bradner Consulting, LLC	\$611,271	\$507,117	83%
Miles Treaster & Associates	\$18,000	\$13,440	75%
onPar Advisors, LLC	\$62,883	\$62,883	100%
Matthew Ian Keogh	\$15,600	\$3,673	24%
LuxBus America	\$25,000	\$1,921	8%
Lucas Public Affairs, LLC	\$125,980	\$0	0%
Morrison Engineering, LLC	\$74,999	\$64,000	85%
Agreements <\$15k	\$105,753	\$56,167	53%

Section 5 | SBE/DVBE Status (FY 24/25)

SBE/DVBE Participation Status

Delta Conveyance SBE/DVBE Participation

DCP Overview

Total Delta Conveyance Commitment	Total Delta Conveyance Invoiced	Total SBE Commitment	Total DVBE Commitment	Total SBE Invoiced	Total DVBE Invoiced	SBE Total % Committed	DVBE Total % Committed	SBE Total % Invoiced	DVBE Total % Invoiced
\$34,997,252	\$22,177,881	\$4,246,980	\$0	\$2,015,541	\$0	12%	0%	9%	0%

SBE/DVBE Vendor Detail

Prime	Sub Consultant	SBE Status	Prime Commitment	Prime Invoiced to Date	SBE/DVBE Commitment	SBE/DVBE Invoiced to Date	SBE/DVBE % Committed	SBE/DBVBE % Invoiced
AECOM			\$2,147,242	\$1,263,467	\$138,172	\$29,559	6.4%	2.3%
	ISI	SBE			\$91,827	\$7,134	4.3%	0.6%
	WRES	SBE			\$46,345	\$22,425	2.2%	1.8%
Associated Right of Way Services		SBE	\$34,911	\$3,243	\$34,911	\$3,243	100.0%	100.0%
Bender Rosenthal, Inc		SBE	\$803,453	\$167,972	\$803,453	\$167,972	100.0%	100.0%
Caltronics Government Services		SBE	\$37,700	\$28,102	\$37,700	\$28,102	100.0%	100.0%
Hamner, Jewell & Associates		SBE	\$58,284	\$5,343	\$58,284	\$5,343	100.0%	100.0%
Jacobs Engineering Group			\$16,702,031	\$11,301,299	\$380,000	\$107,124	2.3%	0.9%
	5RMK	SBE			\$80,000	\$71,533	0.5%	0.6%
	JMA	SBE			\$10,000	\$3,657	0.1%	0.0%
	Peter Wiseman	SBE			\$20,000	\$0	0.1%	0.0%
	Robert Marshall	SBE			\$10,000	\$1,600	0.1%	0.0%
	REY Engineers	SBE			\$260,000	\$30,334	1.6%	0.3%
Parsons			\$9,521,105	\$5,693,653	\$2,013,920	\$1,147,569	21.2%	20.2%
	Chaves	SBE			\$2,013,920	\$1,147,569	21.2%	20.2%
VMA Communications		SBE	\$801,897	\$541,957	\$780,540	\$526,629	97.3%	97.2%

Section 6 | Contract Procurement Summary

Contract Procurement Summary

Open Procurements

Procurement Name	Planning/ Estimated Value	Annual Budget	Contracted Value	Procurement Method	Procurement Start	Target NTP Date	Anticipated Term
Primavera P6 Cloud Hosting Services							
SaaS Agreement	\$101,100.00	\$0	TBD	TBD	24-Dec	24-Dec	2 year
Primavera P6 User Licenses							
SaaS Agreement	\$16,674.00	\$0	TBD	Direct Purchase	24-Dec	24-Dec	1 year
Executive Strategic Support Services							
Qualifications Based Selection	\$150,000	N/A	\$1,000,000	Services & Consulting with Task Orders	25-Mar	25-Jun	4 years
Insurance Services							
Services & Consulting	\$50,000	N/A	TBD	Direct Contract	25-Feb	25-Jul	5 year
Transportation Services							
General Services	\$10,000	\$5,000	\$5,000	Direct Contract	25-Feb	25-Feb	4 month
Transportation Services							
General Services	\$100,000	\$75,000	\$75,000	Direct Contract	25-Feb	25-Jul	4 years
Employee Assistance Program							
General Services	\$30,400	\$30,400	TBD	Direct Contract	25-Jul	25-Jul	5 years

Completed Procurements

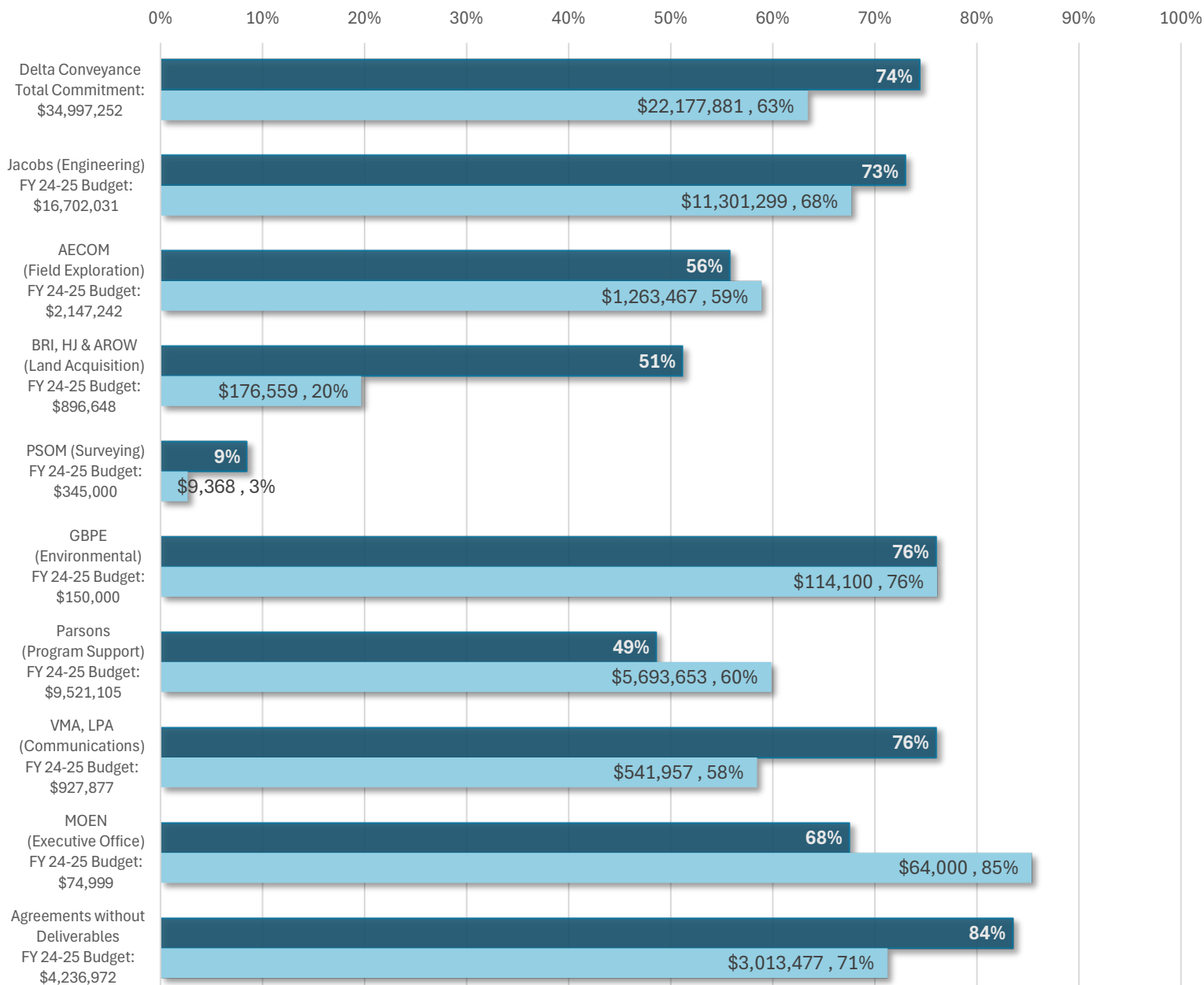
Procurement Name	Commitment Value	Term
Communications Support	\$10,000,000	4/17/2025 - 6/30/2025

Section 7 | Fiscal Year Progress

Deliverable Status as of 3/31/2025

Deliverable Variance of Note:

- Morrison Engineering (MOEN) – invoice for month ending 3/31/25 & 4/30/25 have been received and is currently being processed; deliverable % complete will be updated to 90% upon full invoice approval.



Board Memo

Contact: Cat Sheane, Sustainability Manager
Julia Adelman, Sustainability Specialist

Date: May 21, 2025, Board Meeting

Item: 7b

Subject: Sustainability Program Update

Executive Summary:

The Sustainability Lead will provide the Board an update on the Sustainability Program.

Detailed Report:

The Board adopted the Sustainability Policy in June of 2023, which establishes high-level sustainability goals and identifies supporting processes and procedures required to drive the successful implementation of sustainability practices throughout the Program. In balance with other Program goals, the DCA will consider a range of factors to maximize opportunities to deliver the Delta Conveyance Project in a sustainable manner.

A more detailed report will be presented at the Board Meeting.

Recommended Action:

Information, only.

Attachments:

None.

Board Memo

Contacts: Graham Bradner, Executive Director
Josh Nelson, General Counsel

Date: May 21, 2025, Board Meeting

Item No. 7d

Subject:

Consider Passing Resolution Approving the Sixth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Management Services

Summary:

The Board of Directors approved an agreement with Jacobs Engineering Group Inc. (Consultant) for Engineering Design Management Services, entered into as of January 10, 2019, for an initial five-year term, ending January 9, 2024. The DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications and negotiated a fair and reasonably priced contract with Consultant.

Under the Agreement, as subsequently amended, Consultant provides key engineering services required by the DCA during the on-going Planning Phase related to supporting the Department of Water Resources' further study of the Delta Conveyance Project and is assisting the DCA with pre-implementation program development. The Agreement was amended previously in 2023 to extend the term until June 30, 2029.

Despite this extension, the contracting capacity under the Agreement has not been amended beyond the original maximum capacity of \$93 million. To ensure adequate capacity for the anticipated work through June 2029 staff recommends that the Board of Directors approve the enclosed amendment to increase the not-to-exceed amount to \$245 million. In addition, the amendment makes other modifications to the Agreement. Most notably, the amendment revised Exhibit C to allow the parties to specify the compensation structure in the applicable task order(s). This will provide maximum flexibility going forward.

Enclosed is a draft Sixth Amendment to the Jacobs Engineering Group, Inc. Agreement for Engineering Design Management Services and redline of the proposed changes.

Recommended Action:

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed Sixth Amendment to the Jacobs Engineering Group, Inc. Agreement for Engineering Design Management Services.

Attachments:

Attachment 1 – Resolution 25-XX

Exhibit A – Sixth Amendment to the Agreement for Engineering Design Management Services

Attachment 2 – Redline of Agreement

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 25-XX

Introduced by Director XXXX

Seconded by Director XXXX

***SIXTH AMENDMENT TO THE JACOBS ENGINEERING GROUP, INC. AGREEMENT FOR ENGINEERING
DESIGN MANAGER SERVICES***

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Jacobs Engineering Group, Inc., a Delaware corporation (Consultant) entered into an Agreement for Engineering Design Manager Services, dated January 10, 2019 (Agreement), as subsequently amended; and

Whereas, DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications, and negotiated a fair and reasonably priced contract with Consultant; and

Whereas, Consultant provides key services required by DCA; and

Whereas, in light of Consultant's knowledge and experience, DCA desires to amend the Agreement to provide for additional not-to-exceed dollars and other changes; and

Whereas, these amendments to the Agreement are the best interest of DCA;

Now, therefore, be it resolved that the findings stated above are true and correct and are hereby adopted by the DCA Board.

Be it further resolved that the DCA Board authorizes the Executive Director to execute the attached Sixth Amendment to the Agreement for Engineering Design Manager Services as Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 21st day of May, 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Martin Milobar, Board President

Gary Martin, Board Secretary

EXHIBIT A

Sixth Amendment to the Jacobs Engineering Group, Inc.
Agreement for Engineering Design Management Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
6TH AMENDMENT TO AGREEMENT NO. 180006
FOR CONSULTING SERVICES

This 6th Amendment to Agreement No. 180006, hereinafter referred to as 6th Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and JACOBS ENGINEERING GROUP INC., hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an Agreement entitled, "Agreement No. 180006 for Consulting Services" dated January 11, 2019 ("Agreement").
2. The parties have entered into those certain First through Fifth Amendments to the Agreement.
3. The parties now desire to amend the Agreement with this 6th Amendment to increase the not-to-exceed amount under the Agreement and make other edits as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 6th Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 6th Amendment is effective as of May 21, 2025.
2. Amendment. Section 1.b is amended to read in full as follows:

b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub-consultants, a copy of sub-consultants' fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as Exhibit B.

3. Amendment. Section 3.b is amended to read in full as follows:

b. All services to be performed in accordance with Section 17. To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

4. Amendment. Section 4. Key Personnel is amended to read in full as follows:

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Mr. Dan DeSemples who shall administer all work under this Agreement and shall coordinate directly with the DCA. Consultant shall strive to maintain continuity of key personnel as work proceeds under this Agreement; in the event a key personnel change is required (due to foreseen or unforeseen circumstances), consultant will provide a key personnel replacement that is mutually acceptable and will document such change via written notice. In the event the parties cannot reach mutual agreement regarding key personnel changes, the DCA shall have final discretion regarding the substitution of key personnel.

5. Amendment. Section 8. Maximum Amount is amended to read in full as follows:

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$245,000,000 dollars. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$196,000,000 (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

6. Amendment. Section 9. Billings and Payments is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Prompt Payment Clause. Subject to the approval of the Agreement Administrator, payment will be made within 45 days of the DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with the requirements of Government Code Section 927 *et seq.*

Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide ongoing payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources. In the

event DCA does not receive funding, the Agreement may be terminated by Consultant with written notice to DCA.

7. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

d. Consultant shall notify the DCA within five (5) days of any key employee's departure (including termination or resignation) from the Project. Key employees are defined as those that have completed an DCA Employee Form.

8. Amendment. Section 19. Indemnity is amended by renumbered the current subsection d as subsection e. A new subsection d is added to read in full as follows:

d. Notwithstanding anything to the contrary, Consultant will indemnify, hold harmless, release and defend DCA, its Board of Directors, officers, employees, and agents from and against all claims arising from an allegation, charge, assertion or accusation by a third party that Consultant and/or DCA has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement or any associated contracts. This indemnification obligation will continue to bind Consultant after the termination or expiration of this Agreement.

9. Amendment. Section 21.d is amended to read in full as follows:

d. Consultant agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative (the State) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Consultant. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

10. Amendment. Section 22.b is amended to read in full as follows:

b. By signing this Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

11. Amendment. Section 32. Loss Leader is amended to read in full as follows:

32. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

12. Amendment. Section 34. Drug-Free Workplace Certification is amended to read in full as follows:

34. Drug-Free Workplace Certification

By signing this Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract or grant:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

13. Amendment. Section 52. Non-Disclosure is added to read in full as follows:

52. Non-Disclosure

Consultant shall comply with the language stated in the Protection of Confidential and Sensitive Information exhibit. The Protection of Confidential and Sensitive Information exhibit is attached hereto as Exhibit E and incorporated herein by this reference.

14. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit I, incorporated by this reference.

15. Amendment. Exhibit E Protection of Confidential and Sensitive Information / Non-

Disclosure Certificate of the Agreement is added to read in full as set forth in the attached Exhibit II, incorporated by this reference.

16. Amendment. Mr. Dan DeSemple is designated as the Consultant contact in Section 35.
17. Amendment. Section 2 of the 3rd Amendment to the Agreement is deleted.
18. Continuing Effect of Agreement. This 6th Amendment modifies the Agreement only as expressly set forth above. This 6th Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
19. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 6th Amendment.
20. Severability. If any portion of this 6th Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
12. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 6th Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 6th Amendment for all purposes. This 6th Amendment may be signed using an electronic signature.
13. Venue. This 6th Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.
14. Counterparts. This 6th Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 6th Amendment to Agreement 210018 as of the date last written below.

JACOBS ENGINEERING GROUP INC.

DCA

By: _____

By: _____

Graham Bradner, Executive Director

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT I

EXHIBIT C: FEE SCHEDULE

Agreement No. 180006

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All labor and other direct costs shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant may be inclusive of corporate overhead, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue, and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

The Consultant's Multiplier may further be inclusive of temporary relocation costs for key staff that shall be considered travel or lodging costs. Should these costs be reduced by either a reduction of staff or a release of the temporary housing leases, the Consultant shall credit the DCA for the actual reduction in overhead costs.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

¹ Direct Salary Cost rates are the base salaries and wages actually paid to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to *and* prior written approval of the DCA.

If allowed in a Task Order, the Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier is different than the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2029, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour unless pre-approved in writing by the Agreement Administrator.

EXHIBIT II

EXHIBIT C: PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION/ NON-DISCLOSURE CERTIFICATE

1. For purposes of this Exhibit, "Consultant" means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority ("DCA") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Consultant" also includes Consultant's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.
2. This Exhibit shall apply to all Consultants the terms of whose Agreement with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 7920.000-7931.000), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the DCA.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Consultant shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper

and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Consultants shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Consultants shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Consultant and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Consultant shall maintain a current listing of all Consultant and Affiliate personnel with access to Confidential and Sensitive Information.

10. Consultant shall notify DCA promptly if a security breach involving Confidential or Sensitive Information occurs or if Consultant becomes legally compelled to disclose any Confidential Information.

11. Consultant shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.

14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

15. Consultant shall cooperate with the DCA's Executive Director or his or her designee in carrying out the responsibilities set forth in this Exhibit.

16. Failure to adhere to these requirements may be grounds for termination of the Contract.



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 180006

FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Jacobs Engineering Group Inc., a Delaware corporation hereinafter referred to as Consultant.

Explanatory Recitals

1. The DCA is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated May 14, 2018, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").
2. The DCA requires the services of Consultant(s) to provide Engineering Design Manager services.
3. The DCA does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.
4. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

a. The DCA hereby engages Consultant to provide the DCA the services described in detail in the Scope of Work attached hereto as Exhibit A.

b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub-consultants, a copy of sub-consultants' fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order.

~~A sample Task Order form is attached hereto as Exhibit B. Task Orders will be issued on a form substantially similar to the sample form attached hereto as Exhibit B.~~

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from January 10, 2019 through June 30, 2029, subject to earlier termination pursuant to Section 27 below. The term of the Agreement may be extended by mutual agreement of the parties. ~~the termination provisions set forth herein.~~

Commented [DD1]: Per discussion with DCA legal on May 9, we will retain the original drafting for extension by mutual agreement.



3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates the Executive Director, his or her designee, as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.

b. ~~The acceptability of all services performed for this Agreement shall be determined by the DCA's Agreement Administrator. All services will be performed in accordance with Section 17. Standard of Care. All services to be performed in accordance with Section 17.~~ To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Mr. ~~Terry Dan DeSemples Krause~~ who shall administer all work under this Agreement and shall coordinate directly with the DCA. Consultant shall strive to maintain continuity of key personnel as work proceeds under this Agreement; in the event a key personnel change is required (due to foreseen or unforeseen circumstances), consultant will provide a key personnel replacement that is mutually acceptable and will document such change via written notice. In the event the parties cannot reach mutual agreement regarding key personnel changes, the DCA shall have final discretion regarding the substitution of key personnel.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the DCA.

6. Sub-consultants

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be included in Exhibit C. Any sub-consultant not listed in Exhibit C will be listed in the specific Task Order for DCA approval. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.



c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the DCA as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, the DCA will compensate Consultant in accordance with the applicable Fee Schedule. The Fee Schedule may be modified through issuance of a Task Order where modified compensation terms for the task order work have been agreed to. The Agreement Administrator may approve hourly rates in excess of this rate cap in its sole discretion.

b. The DCA will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The DCA shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultant's fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit D, attached hereto.

[For purposes of determining billing rates for Consultant and its subconsultants' personnel under this Agreement, there is hereby established multipliers in accordance with Exhibit C of the Agreement (each a "Multiplier" and collectively the "Multipliers"). Multipliers will be established and set forth in the Task Orders issued under the Agreement. Nothing herein restricts the DCA's ability to authorize non-Multiplier based compensation on a case-by-case basis the terms of which shall be established and set forth in the Task Orders issued under the Agreement.]

Commented [JN2]: Section 4 of Amendment 4.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$ ~~245,000,000~~ ~~93,000,000~~ dollars. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$ ~~74,400,000~~ ~~1196,000,000~~ (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

a. Consultant shall submit monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the Authority DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.



b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the ~~then effective Multiplier (unless inapplicable)~~ Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Prompt Payment Clause. Subject to the approval of the Agreement Administrator, payment will be made within 45 days of the DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with the requirements of Government Code Section 927 *et seq.*

Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide ongoing payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources. In the event DCA does not receive funding, the Agreement may be terminated by Consultant with written notice to DCA.

10. Small and/or Disabled Veteran Business Enterprises (SBE/DVBE)

a. It is the policy of the DCA to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by the DCA by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.



b. DCA has adopted an SBE/DVBE participation goal of 25% and 3% respectively pursuant to DCA's SBE/DVBE policy, which is incorporated herein by this reference. Consultant shall use reasonable efforts to utilize the services of SBE and DVBE firms consistent with DCA's SBE/DVBE policy. Consultant should identify each SBE/DVBE sub-consultant in Attachment 1, Respondent's Participation Form.

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c. Consultant shall not substitute a SBE/DVBE firm without obtaining prior approval of the Agreement Administrator. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

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11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. The DCA will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement and Consultant and with the exception of materials identified as requiring further validation, which will be reviewed and validated by a process mutually agreed to by the parties, Consultant will exercise due professional care in determining whether to rely upon the accuracy, timeliness, and completeness of the information provided by the DCA. Such materials shall remain the property of the DCA while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the DCA any property of the DCA in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. The DCA may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which the DCA deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by the DCA, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement shall be the property of the DCA. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and



software. For the avoidance of doubt, “intellectual property” shall not include any pre-existing intellectual property of the Consultant and sub-consultants.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant’s work for the DCA, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to the DCA, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the DCA, or from the General Counsel’s designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify the DCA, in writing, of all intellectual property conceived or developed in the course of Consultant’s work for the DCA under this Agreement.

d. Consultant shall assign and does hereby assign to the DCA all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant’s future work for the DCA.

e. Consultant shall cooperate in the execution of all documents necessary to perfect the DCA’s right to intellectual property under this Agreement.

f. When requested by the DCA, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs. Consultant may retain one complete set of reproducible copies of all its instruments of service for internal use purposes but shall be required to obtain the DCA’s written consent for any other purpose.

g. When requested by the DCA or upon termination of this Agreement Consultant shall promptly erase copies of all the DCA intellectual property from Consultant’s computers. Consultant may retain one complete set of reproducible copies of all its instruments of service for internal use purposes but shall be required to obtain the DCA’s written consent for any other purpose.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold the DCA harmless against all claims raised against the DCA based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for the DCA, or that the DCA has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

In carrying out its obligations under this Agreement, Consultant and its employees and representatives shall secure and maintain all licenses or permits required by law and shall comply with all applicable federal, State or local laws, codes, rules and regulations in the performance of this agreement.



Consultant shall not be responsible for any delays due to DCA's inability to meet its review timeframes unless such delays arise out of or result from Consultant's failure to meet its obligations under this Agreement.

17. Standard of Care

a. All work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of the DCA's other rights or remedies, the DCA may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. The DCA's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least ~~10-14~~ work days prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility, the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

- i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.
- ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of



leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

d. Consultant shall notify the DCA within five (5) days of any key employee's departure (including termination or resignation) from the Project. Key employees are defined as those that have completed an ~~BCDCA~~-DCA Employee Form.

19. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property due to the negligence, recklessness or willful misconduct of Consultant, or its employees, agents and contractors in the performance of this Agreement.

b. Consultant shall defend, indemnify, and hold harmless the DCA, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the DCA and/or rights to employment benefits from the DCA.

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

d. Notwithstanding anything to the contrary, Consultant will indemnify, hold harmless, release and defend DCA, its Board of Directors, officers, employees, and agents from and against all claims arising from an allegation, charge, assertion or accusation by a third party that Consultant and/or DCA has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement or any associated contracts. This indemnification obligation will continue to bind Consultant after the termination or expiration of this Agreement.

e. The DCA shall require its design professional consultants and construction contractors on the Project to indemnify the Consultant to the same extent DCA is indemnified.



20. Insurance

a. Consultant shall procure, at its own expense, and maintain for the duration of this Agreement, or longer as provided herein, insurance coverage as specified in this Section 20. Provision of the required insurance shall not be interpreted to relieve Consultant of any obligations hereunder. Consultant acknowledges and agrees that any actual or alleged failure on the part of the DCA to inform Consultant of non-compliance with any requirement herein imposes no additional obligations on the DCA nor does such actual or alleged failure waive any rights hereunder. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise approved by the DCA. Workers' compensation insurance through the State Compensation Insurance Fund when not specifically rated, is acceptable. All of the liability insurance policies, except for the professional liability policies, shall explicitly waive subrogation rights by endorsement or policy provisions, or shall allow the insured to waive its rights of recovery against Indemnified Parties prior to loss.

b. Coverage shall include the following insurance which shall comply with all of the provisions in this Section 20:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The DCA, its Board of Directors, officers, and employees shall be additional insureds under such policy using ISO form CG 20 10 or comparable form as otherwise approved by the DCA.

ii. Commercial auto liability insurance using (ISO) CA 00 01 covering Automobile Liability, Code 1, (any auto). Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the DCA, its Board of Directors, officers, employees, and agents. Policy limits shall be no less than \$1,000,000 combined single limit.

iii. Umbrella or excess liability insurance on a "follow form" and "pay on behalf" basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 (including limits provided in any primary policy), that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above, and employer's liability in excess of the amounts set forth in paragraph iv, below.

iv. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's liability limits shall be no less than \$1 million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers' compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer's Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an "if any" basis. The policy shall be endorsed to waive the insurer's right of subrogation against the DCA, its Board of Directors, officers, and employees.

v. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession with limits not less than \$10,000,000 per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which the RFQ was issued.



Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall email to the DCA's Agreement Administrator at jarabshahi@dcdca.org and a copy to: Document Control at doccontrol@dcdca.org, evidence of required insurance consisting of a certificate or certificates of insurance and all required endorsements, including additional insured endorsements, and other endorsements as identified in this Section 20. The evidence provided must be adequate to allow the DCA to determine if all insurance requirements have been met. Consultant also shall promptly deliver to the DCA evidence of insurance, as required by this Section 20 with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the DCA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the DCA. The DCA reserves the right to require complete, certified copies of all required insurance policies except for professional liability, including endorsements effecting coverage and coverage binders required by these specifications at any time.

ii. Premiums, Deductibles and Self-Insured Retentions: Consultant shall be responsible for payment of premiums for all insurance required under this [Section 20](#). Neither the DCA nor any of the additional insureds as required hereunder have an obligation to pay any premium. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, Consultant shall be solely responsible for all deductibles, self-insured retentions and loss amounts in excess of the coverage provided. With the exception of professional liability insurance and approved self-insurance for worker's compensation coverage, self-insured retentions must be approved by the DCA.

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

iv. Cancellation Notice: Each policy required hereunder, except for Professional Liability, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits below those required herein except after thirty (30) days prior written notice has been given to the DCA to the attention of DCA Document Control, except for nonpayment of premium for which 10-day notice shall be provided. In the event Consultant's policies required under this Agreement do not provide the notice required herein, Consultant shall be responsible for providing such notice.



v. Subrogation Waivers: The DCA and Consultant waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to this Section 20, except such rights as they may have to the proceeds of such insurance. Consultant shall require all sub-consultants to provide similar waivers in writing in favor of DCA, its officers, officials, employees and volunteers except as otherwise agreed to by DCA.

vi. Non-Limitation: The insurance coverage provided, and limits required hereunder, are minimum requirements and are not intended to limit Consultant's indemnification obligations under Section 19, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this Section 20 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Endorsements to Consultant's insurance policies adding the required parties as insureds, shall not limit defense or indemnity payments to any amount specified as a minimum limit required by this agreement.

vii. Failure to Comply: If Consultant or any Subconsultant fails to provide and maintain insurance as required herein, then the DCA shall have the right but not the obligation, to purchase such insurance, to terminate the Agreement, or to suspend Consultant's work until proper evidence of insurance is provided. Any amounts paid by the DCA (plus an administrative charge equal to ten percent (10%) of the cost) shall, at the DCA's sole option, be deducted from amounts payable to the Consultant or reimbursed by Consultant upon demand.

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

ix. Disclaimer: Consultant and each Subconsultant shall have the responsibility to make sure that their insurance programs fit their needs, and it is their responsibility to arrange for



and secure any insurance coverage which they deem advisable, whether or not specified herein. The DCA makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 20 are adequate to protect Consultant against its undertakings under this Agreement or its liability to any third party or preclude the DCA from taking any actions as are available to it under the Agreement or otherwise at law.

21. Audit

- a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. The DCA will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.
- c. Upon reasonable notice from the DCA, Consultant shall cooperate fully with any audit of its billings conducted by the DCA and shall permit access to its books, records and accounts as may be necessary to conduct such audits.
- d. Consultant agrees that the DCA awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative (the State) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Consultant. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

22. Non-Discrimination Clause

- a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.



b. By signing this ~~contract~~Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

c. For agreements over \$100,000, Consultant shall comply with Public Contract Code section 10295.3 and shall not discriminate between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

23. Anti-Terrorism Laws

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and subconsultants:

(A) are not listed in the annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order");

(B) are not owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) are not an individual, entity or organization with which DCA is prohibited from engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering;

(D) do not commit, threaten or conspire to commit or support "terrorism" as defined in the Executive Order; or

(E) are not named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

In the event that Consultant, its directors, officers, employees, subsidiaries and subconsultants become an entity that DCA is prohibited from dealing or otherwise engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering, DCA shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

24. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised the DCA in writing prior to the date of signing of this Agreement of any known relationships with a third party, the DCA's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.



b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between the DCA's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform the DCA, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit DCA Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing DCA or employer, for any action related to the conduct of the DCA's business, except as specifically provided in the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any DCA Board member, officer or employee.

d. Consultant should be aware of the following provisions regarding current or former state employees. If the Consultant has any questions on the status of any person rendering services or involved with the Agreement, the DCA must be contacted immediately for clarification.

i. Current State Employees: (PCC §10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

ii. Former State Employees: (PCC §10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

iii. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e)).

e. Consultant must disclose to the DCA any activities by the Consultant or sub-consultant involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DCA may immediately terminate this contract if the Consultant fails to disclose the



information required by this section. DCA may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

f. The Consultant should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

g. Consultant and any sub-consultant shall be subject to the requirements and limitations of Public Contract Code section 10365.5, as applicable.

25. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

26. Use of DCA's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which the DCA's name is used, or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

27. Termination

The DCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The DCA's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

28. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the DCA, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and



with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

29. JEPA Terms and Conditions

a. On May 22, 2018, the DCA and the California Department of Water Resources (DWR) entered into a joint exercise of powers agreement (JEPA), available at <http://www.dcdca.org/#docs>. Pursuant to the JEPA, DWR is a third-party beneficiary to this Agreement and reserves all rights set forth in Section 6 of the JEPA. The DCA and Consultant agree that DWR is an intended and express third-party beneficiary of the provisions of this Agreement and shall have the right to enforce the terms and conditions of this Agreement against the Consultant or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and Consultant. The DCA's obligation to pay Consultant is an independent obligation from the State's obligation to make payments to the DCA. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to Consultant.

b. Consultant agrees to comply with, and not violate, any applicable terms and conditions set forth in the JEPA, including any terms and conditions set forth in Exhibit F to the JEPA.

30. Recycled Content Certification

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the Consultant must complete and return the form DWR 9557, Recycled Content Certification (<https://water.ca.gov/Library/Public-Forms>), for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is made part of this contract by this reference.

31. Child Support Compliance Act

a. For agreements over \$100,000, Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



32. Loss Leader

If this ~~contract~~ Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

33. Sweatfree Code of Conduct

a. Consultant contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Consultant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Consultant agrees to cooperate fully in providing reasonable access to the Consultant’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Consultant’s compliance with the requirements under paragraph (a).

34. Drug-Free Workplace Certification

By signing this ~~contract~~ Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. The person’s or organization’s policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation and employee assistance programs, and
- iv. Penalties that may be imposed upon employees for drug abuse violations.



- c. Every employee who works on the proposed contract or grant:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This ~~contract~~ Agreement or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

35. Notices

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

Delta Conveyance Design and
Construction Authority
980 9th Street, 24th Floor
Sacramento, CA 95814

Attention: Agreement Administrator

Jacobs Engineering Group Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833
Attention: Mr. ~~Terry Krause~~ Dan DeSemp

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

36. Assignment

This Agreement may be assigned to DWR upon written notice from DWR stating that it has exercised its rights under Section 6(e) of the JEPA, described in Item 29 to this Agreement.

37. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Sacramento County, California.

39. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or



enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. Geotech/Subsurface Conditions

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant. Notwithstanding the foregoing, the Consultant shall be responsible for any effects on total project cost and/or execution including, without limitation, any delay thereto arising out of or resulting from Consultant's failure to perform the services under this Agreement in a manner consistent with the professional standard of care in Section 17.

43. Consultant's Personnel at Construction Site

a. The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to DCA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction documents and any health or safety precautions required by such construction work.

b. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.



c. The presence of Consultant's personnel at a construction site is for the purpose of providing to DCA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents. As used herein, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

44. Opinions of Cost and Schedules

Consultant shall notify DCA in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the project budget and schedule. Consultant shall use its professional judgment consistent with the applicable standard of care in determining the balance between the size, type and quality of construction to achieve a solution within the project's budget and construction allowance that is acceptable to DCA, such acceptance not to be unreasonably withheld. It shall be the duty of the Consultant to establish a project budget and schedule agreeable to the DCA and to design the project within the agreed upon budget and schedule.

45. Additional Services

At DCA's request, Consultant may be asked to perform additional services not otherwise included in this Agreement and/or not customarily furnished in accordance with generally accepted design practice. As used herein, "additional services" mean: (1) any work which is determined by DCA to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as additional services in Exhibit A attached hereto. Consultant shall not perform, nor be compensated for, additional services without prior written authorization from DCA and without an agreement between the DCA and Consultant as to the compensation to be paid for such services. If authorized, such additional services will be compensated at the rates and in the manner set forth in Exhibit C attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If DCA requires Consultant to hire sub-consultants to perform any additional services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit C attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. DCA shall have the authority to review and approve the rates of any such sub-consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such sub-consultants pursuant to the terms and conditions of Section 7 above.

48. Record Drawings

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors



or omissions in the information from others that is incorporated into the record drawings. Notwithstanding anything to the contrary, Consultant will be responsible for any failure to comply with the applicable standard of care in the review of information to be incorporated into the record drawings and in the preparation of the record drawings.

49. Order of Precedence

Except as otherwise expressly provided in this Agreement, the order of precedence for the governance of contract documents shall be in descending order: Amendments to Agreement, Agreement, Amendments to Task Orders, Task Orders.

50. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). 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. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be



compensable by the DCA. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

51. Political Reform Act

Consultant shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Consultant shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

52. Non-Disclosure

Consultant shall comply with the language stated in the Protection of Confidential and Sensitive Information exhibit and complete the corresponding Non-Disclosure Certificate. The Protection of Confidential and Sensitive Information exhibit and corresponding Non-Disclosure Certificate are attached hereto as Exhibit E and incorporated herein by this reference.



Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

THE DCA

JACOBS ENGINEERING GROUP INC.

By _____	By _____
_____	Graham Bradner
_____	Executive Director
Date _____	Date _____

APPROVED AS TO FORM:
General Counsel

By _____	By _____
Name _____	
Title _____	
Date _____	Date _____

AB/180006/110718
Attachments



ATTACHMENT 1 – Respondent's Participation Form

RFQ No. _____

This form shall include all prime consultants, partners and sub-consultants

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name Address Telephone E-mail address	Relationship: Prime, Joint Venture, Sub- consultant	Type of Work to be Completed	Percentage of Services (RFP Only)	SBE Yes/No	DVBE Yes/No
<u>CH2M HILL Engineers, Inc. Jacobs Engineering Group Inc.</u> 2485 Natomas Park Drive, Suite 600 Sacramento, CA 95833-2937 Tel: 916.920.0300 Email: dan.desemple@jacobs.com jim.otta@ch2m.com	Prime	EDM, providing all services in the RFQ; fully responsible for contract delivery and accountable to the Authority		No	No
WSP USA, Inc. 2150 River Plaza Dr #400 Sacramento, CA 95833 Tel: 916.567.2500 Email: steve.dubnewychphen.klein@wsp.com	Sub-consultant	Tunnels, shafts, logistics , engineering support		No	No
Black & Veatch Corporation 10995 Gold Center Drive, Suite 100 Rancho Cordova, CA 95670 Tel: 916.851.0260 Email: CarlsonDJ@bv.com	Sub-consultant	GIS		No	No
GEI Consultants, Inc. 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 Tel: 916.631.4500 Email: SoldemeyerGBradner@geiconsultants.com	Sub-consultant	Forebay/embankment, geotechnical, levees, engineering support		No	No
McMillen Jacobs Associates 1350 Treat Boulevard, Suite 100 Walnut Creek, CA 94597 Tel: 415.434.1822 Email: kaplin@mcmjac.com	Sub-consultant	Tunnel and shafts support, value engineering	-	No	No
AnchorCM 3685 Mt. Diablo Blvd, Suite 345 Lafayette, CA 94549 Tel: 925.385.0950 Email: ccoles@anchorm.com	Sub-consultant	Cost-estimating, schedule	-	Yes	Yes

Field Code Changed

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Commented [TK3]: No longer on team

Commented [TK4]: Not current



<u>Babendererde Engineers LLC 28205 203rd Avenue SE Kent, WA 98042</u> <u>Tel: 253.630.2221</u> <u>Email: lb@babeng.com</u>	Sub-consultant	TBM specifications	-	No	No
DJE Inc. dba Edelman 921 11th Street, Suite 250 Sacramento, CA 95814 Tel: 916.442.2331 Email: Christi.Black@edelman.com	Sub-consultant	Communication plan and support	-	No	No
	-	-		-	-
	-	-		-	-
	-	-		-	-
LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name Address Telephone E-mail address	Relationship: Prime, Joint Venture, Sub-consultant	Type of Work to be Completed	Percentage of Services (RFP Only)	SBE Yes/No	DVBE Yes/No
EETS, Inc. 6060 Sunrise Vista Drive Suite 3450 Citrus Heights, CA 95610 Tel: 916.339.9691 Email: karenb@eetsinc.com	Sub-consultant	Transmission lines and substations		Yes	No
<u>Kearns & West, Inc.</u>	Sub-consultant	Facilitation and issue	-	Yes	No
<u>409C Third Street</u>	-	resolution		-	-
<u>Davis, CA 95616</u>	-	-		-	-
<u>Tel: 530.231.5680</u>	-	-		-	-
<u>Email: sebrahim@kearnswest.com</u>	-	-		-	-
Lettis Consultants International, Inc. 1981 N. Broadway Ste 330 Walnut Creek, CA 94596 Tel: 925.482.0360 Email: baldwin@lettisci.com	Sub-consultant	Seismic design/evaluation		Yes	No
<u>Moffatt & Nichol</u>	Sub-consultant	Environmental mitigation	-	No	No
<u>2185 N California Blvd, Suite 500</u>	-	design, control structures,		-	-
<u>Walnut Creek, CA 94596</u>	-	logistics support		-	-
<u>Tel: 925.944.5411</u>	-	-		-	-
<u>Email: RRhoads@moffattnichol.com</u>	-	-		-	-



<u>Northwest Hydraulic Consultants, Inc. 2600 Capitol Avenue, Suite 140 Sacramento, CA 95816 Tel: 916.371.7400 Email: DAirola@nhcweb.com</u>	Sub-consultant	Physical modeling	-	No	No
<u>RiverSmith Engineering, Inc. 3942 Pozzallo Lane Sacramento, CA 95834 Tel: 916.835.4456 Email: fsmith@RiverSmithEngineering.com</u>	Sub-consultant	River hydraulics	-	Yes	Yes
MARRS Services, Inc.	Sub-consultant	Engineering support;	-	Yes	No
340 East Commonwealth Avenue	-	project controls		-	-
Fullerton, CA 92832	-	-		-	-
Tel: 213.253.4771	-	-		-	-
Email: Riaz@MARRScorp.com	-	-		-	-
SRMK, Inc. 6126 W. State Str. – Suite 403 Boise, ID 83703 Tel: 208.853.7672 Email: pettiette5rmk@aol.com	Sub-consultant	Project planning, constructability reviews, eCost estimating		No	No
ICF Jones & Stokes, Inc.	Sub-consultant	Fish and terrestrial	-	No	No
630 K Street, Suite 400	-	biology, environmental		-	-
Sacramento, CA 95814	-	compliance support		-	-
Tel: 916.737.3000	-	-		-	-
Email: jodi.young@icf.com	-	-		-	-
<u>Environmental Science Associates</u>					
<u>JMA Civil, Inc.</u> <u>383 4th Street, Suite 201</u> <u>Oakland, CA 94607</u> <u>Tel: 925.400.4356</u> <u>Email: ehartsell@jmacivil.com</u>					
<u>Robert Marshall Consulting</u>					
<u>Pete Wiseman Consulting</u>					
<u>R.E.Y. Engineers, Inc.</u> <u>905 Sutter Street, Suite 200</u> <u>Folsom, CA 95630</u> <u>Tel: 916.366.3040</u> <u>Email: jfisher@reyengineers.com</u>					





**ATTACHMENT 2 – Standard Contract Provision Regarding
Political Reform Act Compliance**

California Department of Water Resources

POLITICAL REFORM ACT REQUIREMENTS:

- a. ~~Form 700 Disclosure: The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DWR, such persons shall complete and submit to DWR's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Contractor shall then file the Form 700 annually and will advise DWR if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DWR Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).~~
- b. ~~Financial Conflict of Interest Prohibition: Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:~~
~~"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."~~
- c. ~~Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:~~
- ~~(1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DWR Personnel Officer for additional information regarding any such Form 700s;~~
 - ~~(2) Failure to notify DWR of a potentially disqualifying conflict of interest;~~
 - ~~(3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DWR may opt to waive such breach if Contractor replaces any individual within two working days after a determination of such financial interest.~~



Exhibit A: SCOPE OF WORK

2.2 Professional Services Required

Specific engineering design management responsibilities and services to be provided by the EDM include:

A. GENERAL ENGINEERING DESIGN MANAGEMENT SERVICES

General services will be required of the EDM on an as-need basis throughout the contract term. These general services are to be coordinated with the CE and the Feature Design Contractors (FDCs) as a regular course of business. The general services, which may or may not be specifically identified elsewhere in this Scope of Work include:

1. Manage, coordinate, plan, and oversee design engineering;
2. Develop a uniform format and editorial style for Project documents in cooperation with Authority;
3. Establish a coordinated and integrated list of projects by design service (listed in Section B, below) for the entire Project, and ensure that interfaces and tie-in points between projects are addressed throughout the subsequent design process;
4. Establish work plans for each engineering design project assignment including tasks, schedules, budgets, review processes, and resources needed;
5. Consolidate and disseminate information by collecting, organizing, and making available to all project teams, either electronically or as a hard copy, any design or study product (i.e. maps, surveys, reports, boring logs, etc.);
6. Manage and report on expenditures and charges for design engineering work elements, and measure against established performance baselines as required and report to the CE;
7. Prepare comprehensive baseline schedules addressing all engineering activities from the beginning of preliminary engineering through engineering close-out, measure progress against these schedules, identify and report trends and variances, recommend corrective actions, and report to the CE;
8. Develop, standardize, review, and prepare design standards and construction contract specifications including front end specifications, general requirements, and design processes related to different procurement approaches. Finalize design criteria, standards, and guidelines based upon review comments provided by Authority;
9. Aid in developing and approving documents related to alternative contract delivery approaches;
10. Develop and implement project close-out procedures for design work undertaken directly by the EDM or by the FDCs;
11. Provide coordination and support to the Risk Manager to ensure that risks related to the engineering design are identified, allocated, and properly managed;
12. With the support of the FDCs, conduct value engineering workshops to identify opportunities to improve conveyance, improve value, or reduce costs;



13. Assemble, coordinate, and support technical expert review teams (e.g., tunneling, intake, and pumping plant) as needed;
14. Coordinate with Authority efforts including Safety and Risk Management, Internal Audit, Finance and Accounting, Legal, and Public Education to ensure compliance with Project requirements; and
15. Provide CAD drawing file management and support services in accordance with Authority standards. Manage CAD, Projectwise, and other engineering support software. Coordinate CAD with GIS, Accela, and other IT activities required for completion of engineering design.
16. Provide support to Authority and DWR efforts to obtain permits for the Project, including reviewing documents, providing live and written testimony and declarations, and supporting related efforts, as requested by Authority. In addition to technical matters, testimony and declarations may include relevant, background information regarding the Authority and Project within the actual knowledge of the applicable staff member.

B. OVERSIGHT AND COORDINATION OF DESIGN SERVICES BY OTHERS

The EDM will plan, coordinate, monitor, manage, and integrate work of all the FDCs listed below:

1. Geotechnical Investigations;
2. Tunnels and Shafts;
3. Intake Structures;
4. Pumping Plants;
5. Forebays;
6. Site Development: including utilities, power, land, and waterway access;
7. Estimating; and Management of the design of the mitigation requirements set forth in Exhibit A of the DCE Agreement and other design efforts necessary to meet Project mitigation requirements.

The EDM will coordinate the work of the FDCs with the other functional entities within the DCE organizational structure including but not limited to:

1. Property Acquisition;
2. Quality Assurance/Quality Control (QA/QC);
3. Staffing and Administrative Services;
4. Environmental Services and Permitting;
5. Information Technology and Systems;
6. Safety and Risk Management; and
7. Program Controls and Contracting.

For the FDCs identified above as being under the direct management of the EDM, the EDM will be responsible for the following tasks:



1. Plan, integrate, and manage the overall engineering design and support activities related to the Project in a manner that is consistent with the overall scope, schedule and budget;
2. Assist the FDC Selection Teams with the preparation and compilation of information and material required for the appropriate selection of FDCs;
3. Monitor, report, and manage FDC performance to ensure that schedule, budget, and overall work quality meet defined metrics;
4. Lead design reviews to achieve conformance with performance standards and objectives (both capital and operations and maintenance), policies and procedures, permit conditions, and applicable State and federal laws and regulations, design standards, safety goals, schedule, budgets, and quality;
5. Develop construction contracting strategies and identify appropriate scope for construction contract bid documents;
6. In coordination with FDCs, provide bid packaging assistance to meet the Authority's goals for local and Small Business Enterprise (SBE) and Disabled Veterans Business Enterprise (DVBE) participation in construction contracts;
7. Coordinate the design of conveyance-feature interfaces, and resolve related design issues;
8. Review and recommend approval of FDCs Engineers' Estimates prior to advertisement of construction contract bid documents;
9. Ensure the necessary permits are acquired and agreements are reached for each project before advertisement of construction contract bid documents;
10. Oversee and monitor FDC change requests, progress payments, schedule adjustments, and design completion;
11. Manage design review process to resolve comments; and
12. Collaborate with the QA/QC Manager to develop a QA/QC plan, and manage the implementation by the FDCs.

C. DESIGN SERVICES BY EDM CONTRACTOR

Engineering Design Services: The EDM will provide engineering services as directed by the CE. The EDM will commence work with the existing Conceptual Engineering Report dated July 2015 that was prepared to support the Project. The level of effort will be to advance the conceptual engineering to the point that the FDCs can complete the preliminary and final design. Individual work assignments for required design services will be defined, negotiated, and issued on a task order basis. The EDM will provide the following design services, but not inclusive of all Conceptual Engineering Report needed services:

1. Conduct operational studies to establish or verify design criteria for facility sizes and establish the flow and control requirements between new and existing facilities
2. Perform appropriate engineering analysis to establish final system configuration



3. Coordinate land and bathymetry surveys by others to: establish location of all facilities, provide data for preliminary and final design, and support property acquisition activities
4. Geotechnical Investigation team(s) as identified in the FDC listing above will perform primary geotechnical exploration for the Project. The EDM may conduct limited geotechnical exploration and studies on an as-needed-basis
5. Conduct studies to determine the location of water, gas, and oil wells that may interfere with any facilities including the tunnels
6. Coordinate and manage required regulatory technical studies that influence the design of intakes, Head of Old River gate, and Clifton Court forebay
7. Review existing logistical studies and conduct new investigations to determine best methods to deliver equipment, materials, supplies, and labor to each construction site. Results of these investigations shall be incorporated into the design activities of the EDM and/or FDCs as appropriate
8. Prepare hydraulic and surge analyses to confirm facility configuration/sizing and to determine system response under various operational scenarios. Results of these analyses will be incorporated into the FDC's preliminary and final designs
9. Conduct seismic hazards assessments to establish criteria for seismic design of project facilities
10. Advance the conceptual engineering to set final configuration of the following facilities:
 - a. Tunnel sizes, alignments, and grades and determine location and configuration of all shaft sites and other related appurtenances including access roads and barge landings
 - a. Intakes, including sedimentation basin, drying lagoons, conduits, and outlets
 - b. Intermediate forebay with inlet and outlet structures and control
 - c. Forebay near Clifton Court: including conveyance and control facilities to convey water to existing State Water Project (SWP) and CVP facilities
 - d. Pumping plant and surge structures
11. Review power providers' system impact and facility studies for temporary and permanent power and advance the engineering to set:
 - a. The high voltage transmission power (69kv) pole-line route to construction site and switchyard configuration at the construction sites
 - b. The low voltage distribution (12kv) route from the providers' tie-in locations to the construction sites and transformer location at the construction sites
 - c. Coordinate with the power providers as necessary

Early Site Development Services: The EDM will conduct engineering studies, perform design, prepare construction contract bid documents, and obtain permits to develop one or more worksites to support tunnel launch activities. This work may include design and construction management of access roads, barge landing facility, site grading, and mass earthwork.



Architectural Design Services: The EDM will coordinate and provide architectural design services for components of the project. The EDM will provide the following architectural design services, but not inclusive of all Conceptual Engineering Report needed services:

1. Perform site analyses to determine existing architectural elements in the surrounding environment;
2. Conduct stakeholder meetings with project team, public, and other relevant parties to share ideas, gather input, resolve issues, and reach consensus;
3. Develop a series of architectural themes in accordance with Authority's criteria for buildings and landscaping including; building massing and elevation sketches and conceptual-level drawings suitable for conveying information to technical and non-technical entities;
4. Prepare architectural design guidelines that will serve as the basis of architectural design of specific program-wide components and can be used by subsequent FDCs in the pursuit of their work responsibilities;
5. Identify functional requirements, provide overall building programming that is suitable for further development in preliminary and final design, and prioritize design goals and objectives; and
6. Prepare 3D architectural renderings.

D. CONSTRUCTION PHASE SERVICES

As construction contracts are awarded and construction commences, the EDM will coordinate with the CM to provide engineering/design support during construction as required. Some of the tasks that may be required for construction phase services include:

1. Assist CM with the timely review of construction contractor submittals and requests for information;
2. Assist the CM with the evaluation of alternative design concepts submitted by the construction contractor;
3. Assist the CM with the evaluation of potential design changes during construction and from change orders; and
4. Assist CM with the development, review, and modifications of construction administration procedures as they relate to engineering support during construction.

E. ENGINEERING PLANNING AND REPORTING ACTIVITIES

The EDM will assist the CE in developing, maintaining, and implementing an overall engineering management plan. The EDM will be responsible for individual project management plans and reports that are directly related to the scope of services assigned to the EDM throughout the duration of the contract period. These reports and plans will document the status and progress of the engineering efforts for the engineering studies, design, and engineering support during construction. The specific required plans are described below:

1. **Annual Work Plan:** The EDM shall prepare an annual work plan prior to the beginning of each calendar year that defines projects, tasks, budgets, staffing resources, and assignments for the calendar year, with a report on status of same for the previous calendar year.



2. **Engineering Management Plan:** The EDM will assist the CE in creating an Engineering Management Plan (EMP), which describes the steps, processes, systems, and tools necessary to successfully manage the Engineering Design/Support activities of the Project. Some expected components of the anticipated EMP are described below.
- a. **Design Integration:** The EDM shall establish an approach and methodology to identify, combine, unify, and coordinate various engineering design processes/ activities and provide for efficient management of design interdependencies.
 - b. **Schedule Management:** The EDM shall establish an approach and methodology that will guide the development, management, and control of the Project's engineering design schedule throughout the life of the Project.
 - c. **Cost Management:** In conjunction with the Chief Engineer, Program Manager, and Project Controls Manager, the EDM shall develop Key Performance Indicators and metrics, such as earned value, for the design of Project features as a means of determining whether specific activities are meeting their goals in terms of technical, cost, schedule, and overall stakeholder satisfaction.
 - d. **Scope Management:** in conjunction with the Chief Engineer and Program Manager, the EDM shall develop methods and reporting tools to monitor and control the scope of services for the Project features, as a method of ensuring overall budget and schedule control. The methodology shall include processes to review/approve/disapprove the addition or deletion of required work activities under the program.
 - e. **Staff Management Plan:** The EDM shall document how the EDM will manage its staff resources throughout the life of the contract including roles and responsibilities of key personnel assigned to the Project; staffing estimates (who, when, and for how long;) and an organizational chart to show the reporting relationships. Any substitution of key staff or subcontractors during the project will require prior written approval from DWR's CE.
 - f. **Communication Plan:** For the engineering aspects of this Project, the EDM shall identify efficient and effective communication methods with both external and internal stakeholders and interested parties and will include processes and procedures for documenting the outcomes of meetings, issue resolutions, key decisions, and routine Project team communications.
 - g. **Issue Resolution Process:** In collaboration with Authority, the EDM shall develop an issue escalation and resolution process for use throughout the duration of the engineering design activities.
 - h. **Quality Management:** The primary responsibility for the Project's overall Quality Assurance/Quality Control (QA/QC) plan rests with the QA/QC Manager. The EDM will be responsible for ensuring that the QA/QC program is being implemented by each of the FDCs as they conduct their assignments.
 - i. **Risk Management:** The primary responsibility for developing the Project's overall Risk Management Plan rests with the Risk Manager.



- j. The EDM will be responsible for ensuring that the Risk Management Plan is being implemented by each of the FDCs as they conduct their assignments. With the assistance of the Risk Manager, the EDM will be responsible for conducting and documenting the reviews of Project design work to ensure the previously established risk management process, including; risk identification, assessment, and resolution is taking place throughout the life to the Project.

[Please Note: The following activities did not appear in the previous version of this RFQ.]

- 3. **Additional Documentation:** The EDM will prepare and maintain documents as directed by Authority that are inclusive of all Conceptual Engineering Report needs. Examples of these documents may include: engineering status reports, feature design memoranda, and permit coordination and compliance plans.
- 4. **Smart Infrastructure:** The consultant shall review current and emerging industry practices as they relate to the protection of major public infrastructure through the design, installation and maintenance of smart technologies (in the form of sensors and networks, data analysis and interpretation, and asset management and maintenance practices). Consultant shall evaluate these practices and present options and recommendations for potential implementation of such practices on the Project facilities. If adopted, the consultant shall develop an overall methodology for disseminating and implementing the practices throughout the Project facilities through the work of the FDCs.
- 5. **Advanced Information Technology (IT) Systems:** The consultant shall review current and emerging industry practices as they relate to the design, construction and operation of major public infrastructure utilizing such advanced IT tools at 3D and 4D BIM systems. The consultant shall evaluate the potential to utilize available and emerging IT systems for the design Project facilities, utilize advanced IT tools to facilitate project coordination, manage and integrate the design and construction efforts that take place across the entire Project landscape, and then utilize the information developed with these advanced IT tools to optimize manage the long term operations and management of the facilities. The consultant shall evaluate these practice and present options and recommendations for potential implementation of such practices on the Project facilities. If adopted, the consultant shall develop an overall implementation plan, including the development of standard protocols that can be utilized by FDCs and others charged with design, construction management and commissioning of the Project facilities.



Exhibit B: SAMPLE TASK ORDER FORM

Task Order				
Task Order No.:		Agreement No.:		Revision No.:
Consultant:				
Authorized sub-consultant(s):				
Other Direct Costs: (Description and dollars)				\$
Scope of Services Required				
Deliverable Items				
Period of Performance:	From:		To:	
<input type="checkbox"/> Not to Exceed	<input type="checkbox"/> Fixed Price Amount	\$		
Payment Schedule				
Approvals				
Authorized Consultant Representative:				Date:
Agreement Administrator:				Date:

Exhibit C: FEE SCHEDULE

Agreement No. 180006

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All labor and other direct costs shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant is may be inclusive of corporate overhead, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue, and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

The Consultant's Multiplier is may further be inclusive of temporary relocation costs for key staff that shall be considered travel or lodging costs. Should these costs be reduced by either a reduction of staff or a release of the temporary housing leases, the Consultant shall credit the DCA for the actual reduction in overhead costs.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D. All labor and other direct costs shall be paid in an

¹ Direct Salary Cost rates are the base salaries and wages actually paid to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to and prior written approval of the DCA.

amount equal to the sum of the Consultant's subconsultant's (all tiers) Direct Salary Cost rates, multiplied by a Multiplier as defined below:

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to temporary relocation of key staff, specifically the temporary housing leases-personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier is different than the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2029, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Hourly Billing Rate = (Direct Salary Cost rate) x Subconsultant Multiplier

The Multiplier used by the Consultant's subconsultants is inclusive of corporate overhead, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and profit, and overhead costs on any lower tier subconsultant revenue and profit.

Notwithstanding anything to the contrary, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour unless pre-approved in writing by the Agreement Administrator. ~~Accepted Multipliers for Consultant and each subconsultant will be established and set forth in the Task Orders issued under this Agreement.~~

Commented [DD5]: As discussed with DCA legal on May 9, recommend adding the ability for Agreement Administrator to authorize billing rate above the \$450 cap.

Exhibit D: Allowable Travel Expenses

All travel expenses incurred by Consultant and any of its subconsultants shall be subject to the DCA's Allowable Travel Expenses Policy, which is available for review at the following web address: <https://www.dcdca.org/info-center/document-library/>.

DRAFT

Exhibit E: PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION/ NON-DISCLOSURE CERTIFICATE

1. For purposes of this Exhibit, "Consultant" means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority ("DCA") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Consultant" also includes Consultant's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.

2. This Exhibit shall apply to all Consultants the terms of whose Agreement with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.

3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.

4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.

5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 7920.000-7931.000), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the DCA.

6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Consultant shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Consultants shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Consultants shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Consultant and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Consultant shall maintain a current listing of all Consultant and Affiliate personnel with access to Confidential and Sensitive Information.

10. Consultant shall notify DCA promptly if a security breach involving Confidential or Sensitive Information occurs or if Consultant becomes legally compelled to disclose any Confidential Information.

11. Consultant shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.

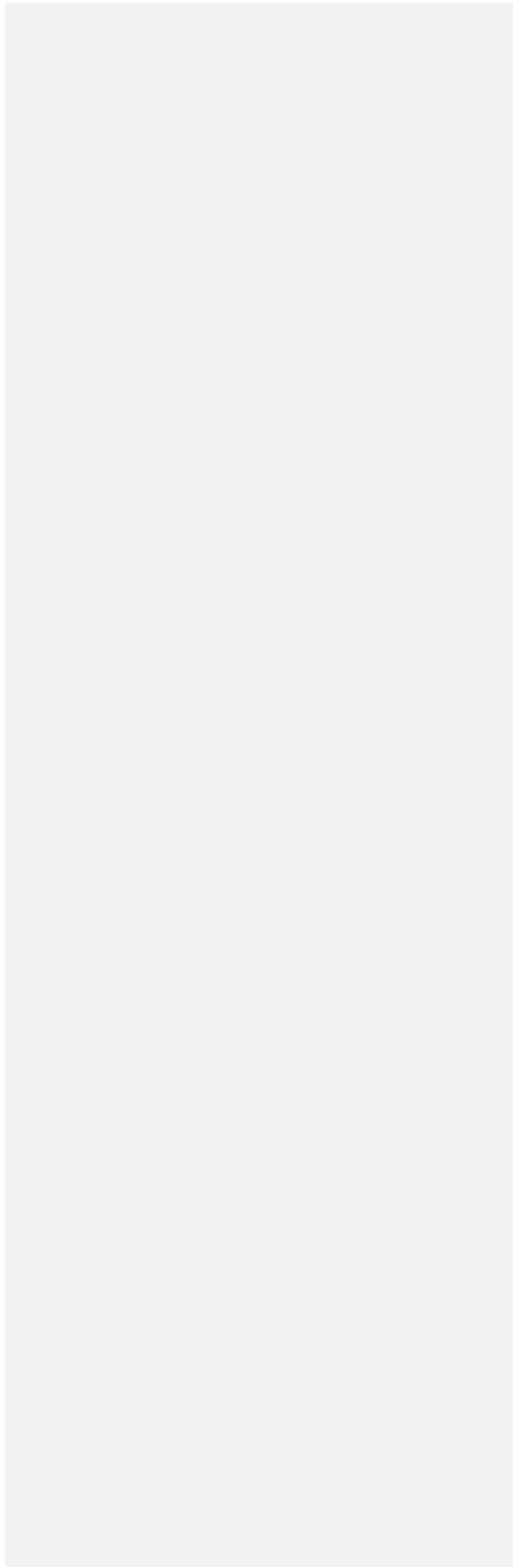
14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

15. Consultant shall cooperate with the DCA's Executive Director or his or her designee in carrying out the responsibilities set forth in this Exhibit.

16. Failure to adhere to these requirements may be grounds for termination of the Contract

DRAFT

DRAFT



Board Memo

Contacts: Graham Bradner, Executive Director
Josh Nelson, General Counsel

Date: May 21, 2025, Board Meeting

Item No. 7e

Subject:

Consider Passing Resolution Approving the Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services

Summary:

The Board of Directors approved an agreement with Parsons Transportation Group Inc. (Consultant) for Program Management and Associated Design and Construction Program Management Support Services, entered into as of May 7, 2019, for an initial five-year term, ending April 11, 2024. The DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications and negotiated a fair and reasonably priced contract with Consultant.

Under the Agreement, as subsequently amended, Consultant provides key services required by DCA and has developed significant institutional knowledge of DCA's programs and operational and management requirements. The Agreement was amended previously in 2023 to extend the term until June 30, 2029.

Despite this extension, the contracting capacity under the Agreement has not been amended beyond the original capacity of \$40 million. To ensure adequate capacity for the anticipated work, staff recommends that the Board of Directors approve the enclosed amendment to increase the not-to-exceed amount to \$110 million. In addition, the amendment makes other modifications to the Agreement. Most notably, the amendment revised Exhibit C to allow the parties to specify the compensation structure in the applicable task order(s). This will provide maximum flexibility going forward.

Enclosed is a draft Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services and redline of the proposed changes.

Recommended Action:

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services.

Attachments:

Attachment 1 - Resolution 25-XX

Exhibit A - Fourth Amendment to the Agreement for Program Management and Associated Design and Construction Program Management Support Services

Attachment 2 – Redline of Agreement

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director XXXX

Seconded by Director XXXX

***FOURTH AMENDMENT TO PARSONS TRANSPORTATION GROUP, INC. AGREEMENT FOR
PROGRAM MANAGEMENT AND ASSOCIATED DESIGN AND CONSTRUCTION PROGRAM
MANAGEMENT SUPPORT SERVICES***

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Parsons Transportation Group Inc., an Illinois corporation (Consultant) entered into an Agreement for Program Management and Associated Design and Construction Program Management Support Services, dated May 7, 2019 (Agreement), as subsequently amended; and

Whereas, DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications, and negotiated a fair and reasonably priced contract with Consultant; and

Whereas, Consultant provides key services required by DCA, and has developed significant institutional knowledge of DCA's programs and operational and management requirements; and

Whereas, in light of Consultant's knowledge and experience, DCA desires to amend the Agreement to provide for additional not-to-exceed dollars and other changes; and

Whereas, these amendments to the Agreement are the best interest of DCA;

Now, therefore, be it resolved that the findings stated above are true and correct and are hereby adopted by the DCA Board.

Be it further resolved that the DCA Board authorizes the Executive Director to execute the attached Fourth Amendment to the Agreement for Program Management and Associated Design and Construction Program Management Support Services as Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 21st day of May, 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Board Secretary

EXHIBIT A

**Fourth Amendment to Parsons Transportation Group, Inc.
Agreement for Program Management and Associated Design and Construction Program
Management Support Services**

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
4TH AMENDMENT TO AGREEMENT NO. 190009
FOR CONSULTING SERVICES

This 4th Amendment to Agreement No. 190009, hereinafter referred to as 4th Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and PARSONS TRANSPORTATION GROUP INC., hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an Agreement entitled, "Agreement No. 190009 for Consulting Services" dated May 7, 2019 ("Agreement").
2. The parties have entered into those certain First through Third Amendments to the Agreement.
3. The parties now desire to amend the Agreement with this 4th Amendment to increase the not-to-exceed amount under the Agreement and make other edits as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 4th Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 4th Amendment is effective as of May 21, 2025.

2. Amendment. Explanatory Rectial #1 is amended to read in full as follows:

1. The DCA is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated May 14, 2018, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").

3. Amendment. Explanatory Rectial #4 is amended to read in full as follows:

4. For the period in which the Consultant is providing Program Management and Associated Design and Construction Program Management Support Services as described in this Agreement, the Consultant, including their affiliates and subsidiaries, will be precluded from proposing on other services for the Project in violation of California Government Code Section 1090.

4. Amendment. Section 4. Key Personnel is amended to read in full as follows:

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of CLINT REHERMANN, who shall administer all work under this Agreement and shall coordinate directly with the DCA. Consultant shall strive to maintain continuity of key personnel as work proceeds under this Agreement; in the event a key personnel change is required (due to foreseen or unforeseen circumstances), consultant will provide a key personnel replacement that is mutually acceptable and will document such change via written notice. In the event the parties cannot reach mutual agreement regarding key personnel changes, the DCA shall have final discretion regarding the substitution of key personnel.

5. Amendment. Section 6.a is amended to read in full as follows:

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved in the applicable Task Order. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

6. Amendment. Section 7. Compensation is amended to read in full as follows:

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. The Fee Schedule may be approved through issuance of a Task Order where modified compensation terms for the task order work have been agreed to. Notwithstanding the foregoing, the hourly rate charged by Consultant or any subconsultant

under this Agreement shall not exceed four hundred fifty dollars (\$450). The Agreement Administrator may approve hourly rates in excess of any cap set forth in Exhibit C in its sole discretion.

b. The DCA will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The DCA shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultant's fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit D, attached hereto.

7. Amendment. Section 8. Maximum Amount is amended to read in full as follows:

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$110,000,000 dollars. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$88,000,000 (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

8. Amendment. Section 9. Billings and Payments is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Expenses may be submitted by separate monthly invoice. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

“By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices.”

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant’s invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 45 days after DCA’s receipt of the invoice or the DCA’s receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant’s invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA’s obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

9. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA’s premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA’s satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA’s premises have a valid license to do so. Consultant shall maintain in its files criminal and employment

background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

10. Amendment. Section 22.b is amended to read in full as follows:

b. By signing this Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

11. Amendment. Section 32. Loss Leader is amended to read in full as follows:

32. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

12. Amendment. Section 34. Drug-Free Workplace Certification is amended to read in full as follows:

34. Drug-Free Workplace Certification

By signing this Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract or grant:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

- 13. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit I, incorporated by this reference.
- 14. Amendment. Mr. Graham Bradner is designated as the Agreement Administrator for DCA in Section 3.a.
- 15. Amendment. Mr. Clint Reherrmann is designated as the Consultant contact in Section 35.
- 16. Continuing Effect of Agreement. This 4th Amendment modifies the Agreement only as expressly set forth above. This 4th Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

17. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 4th Amendment.

18. Severability. If any portion of this 4th Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 4th Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 4th Amendment for all purposes. This 4th Amendment may be signed using an electronic signature.

13. Venue. This 4th Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

14. Counterparts. This 4th Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 4th Amendment to Agreement 190009 as of the date last written below.

PARSONS TRANSPORTATION GROUP INC.

DCA

By: _____

By: _____

Graham Bradner, Executive Director

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT I

EXHIBIT C: FEE SCHEDULE

Agreement No. 190009

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All labor and other direct costs shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant may be inclusive of corporate overhead, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue, and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

The Consultant's Multiplier may further be inclusive of temporary relocation costs for key staff that shall be considered travel or lodging costs.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and

¹ Direct Salary Cost rates are the base salaries and wages actually paid to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to *and* prior written approval of the DCA.

overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier is different than the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2029, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

For any Task Order for Fiscal Year 2024-2025 or earlier, the DCA may request Consultant prepare a report outlining the actual costs and profit estimated in the Fee Schedule rates and the actual amounts of costs incurred or revenues realized by Consultant. The report shall identify labor costs, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), or overhead costs on subconsultant revenue and profit. Such report shall also include an explanation and justification for any assumed corporate overhead rate. If the report identifies determines that the actual amounts incurred or realized under the Task Order is different than the assumed or estimated amounts in the Task Order, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. In no event will the DCA reimburse the Consultant. DCA may request reports for multiple Task Orders at the same time but shall request a report for completed Task Orders prior to the expiration or termination of this Agreement. Consultant shall provide any documentation reasonably related to the report upon request of the DCA.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour.

THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 190009

FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Parsons Transportation Group Inc., an Illinois corporation, hereinafter referred to as Consultant.

Explanatory Recitals

1. The DCA is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated May 14, 2018, to actively participate with the California Department of Water Resources ~~in~~ in those activities identified in the agreement ("Project") the design and construction of the California WaterFix (CWF) conveyance project.
2. The DCA requires the services of Consultant(s) to provide Program Management and Associated Design and Construction Program Management Support Services.
3. The DCA does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.
4. For the period in which the Consultant is providing Program Management and Associated Design and Construction Program Management Support Services as described in this Agreement, the Consultant, including their affiliates and subsidiaries, will be precluded from proposing on other services for the CWF-Project in violation of California Government Code Section 1090.
5. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.

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Terms of Agreement

1. Scope of Work
 - a. The DCA hereby engages Consultant to provide the DCA the services described in detail in the Scope of Work attached hereto as Exhibit A.
 - b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub- consultants, a copy of sub-consultants' fee schedules must be

submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as Exhibit B.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from May 1, 2019 through June 30, 2029, subject to earlier termination pursuant to Section 27 below. The term of the Agreement may be extended by mutual agreement of the parties.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates ~~MS. KATHRYN MALLON~~ MR. GRAHAM BRADNER as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by the DCA's Agreement Administrator. To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of ~~DR. ERIC MISCH~~ CLINT REHERMANN, who shall administer all work under this Agreement and shall coordinate directly with the DCA. Consultant shall strive to maintain continuity of key personnel as work proceeds under this Agreement; in the event a key personnel change is required (due to foreseen or unforeseen circumstances), consultant will provide a key personnel replacement that is mutually acceptable and will document such change via written notice. In the event the parties cannot reach mutual agreement regarding key personnel changes, the DCA shall have final discretion regarding the substitution of key personnel. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the DCA.

6. Sub-consultants

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator in the applicable Task Order. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the DCA as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. The Fee Schedule may be approved through issuance of a Task Order where modified compensation terms for the task order work have been agreed to. Notwithstanding the foregoing, the hourly rate charged by Consultant or any subconsultant under this Agreement shall not exceed four hundred fifty dollars (\$450). The Agreement Administrator may approve hourly rates in excess of any cap set forth in Exhibit C in its sole discretion.

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b. The DCA will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The DCA shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultant's fees and expenses.

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c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit D, attached hereto.

a. _____

b. ~~All rates set forth in the Fee Schedule, including those of sub-consultants, shall be fully inclusive rates that includes all taxes, surcharges, expenses and fees, corporate overhead, other direct project costs related to personnel (including travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs of subconsultant revenue, and profit. Charges not based on the rates set forth in the Fee Schedule will be rejected as non-compensable.~~

c. ~~Other direct costs billable to the DCA shall be restricted to the specific items included in an approved task order for the sole purposes of supporting the DCA'S operational requirements.~~

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed ~~\$40,000,000.00~~ 110,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached ~~\$32,000,000.00~~ 88,000,000. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments,

Parsons Transportation Group, Inc. 3 Agreement No. 190009

and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

a. Consultant shall submit monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Expenses may be submitted by separate monthly invoice. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding labor-billing rate, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, Consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 45 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate

funding from the California Department of Water Resources.

10. Small and/or Disabled Veteran Business Enterprises (SBE/DVBE)

a. It is the policy of the DCA to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by the DCA by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.

b. DCA has adopted an SBE/DVBE participation goal of 25% and 3% respectively pursuant to DCA's SBE/DVBE policy, which is incorporated herein by this reference. Consultant shall use reasonable efforts to utilize the services of SBE and DVBE firms consistent with DCA's SBE/DVBE policy. Consultant should identify each SBE/DVBE sub-consultant in Attachment 1, Respondent's Participation Form.

c. Consultant shall not substitute a SBE/DVBE firm without obtaining prior approval of the Agreement Administrator. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

d. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy the DCA may have under this Agreement or by operation of law, in this event the DCA:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of the DCA's audit of books and records of Consultant and its sub-consultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by the DCA, the DCA may disqualify the Consultant from participation in other the DCA contracts for a period of up to 5 years.

11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. The DCA will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of the DCA while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the DCA any property of the DCA in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. The DCA may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which the DCA deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by the DCA, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement shall be the property of the DCA. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

a. Notwithstanding that the DCA, as provided by this Agreement, is the owner of all documents, drawings, plans and specifications prepared by Consultant pursuant hereto, nothing in this Contract shall be construed as: (i) applying to or preventing the Consultant from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement ("Background IP Rights"); or (ii) limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the services to be performed pursuant to this Contract.

b. Consultant shall retain its ownership in Consultant's Background IP Rights. Consultant's Background IP Rights utilized in the performance of the services shall remain the property of Consultant unless otherwise agreed between parties. Notwithstanding anything to the contrary, the Consultant hereby grants a perpetual, fully paid-up, irrevocable, world-wide, transferable, non-exclusive, royalty-free license in any Background IP Rights used in connection with this Agreement to the DCA.

c. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for the DCA, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to the DCA, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the DCA, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

d. Consultant shall promptly notify the DCA, in writing, of all intellectual property

conceived or developed in the course of Consultant's work for the DCA under this Agreement.

e. Consultant shall assign and does hereby assign to the DCA all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for the DCA.

f. Consultant shall cooperate in the execution of all documents necessary to perfect the DCA's right to intellectual property under this Agreement.

g. When requested by the DCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

h. When requested by the DCA or upon termination of this Agreement Consultant shall promptly erase copies of all the DCA intellectual property from Consultant's computers. Consultant may retain one complete set of reproducible copies of all its instruments of service for internal use purposes but shall be required to obtain the DCA's written consent for any other purpose.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold the DCA harmless against all claims raised against the DCA based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for the DCA, or that the DCA has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

In carrying out its obligations under this Agreement, Consultant and its employees and representatives shall secure and maintain all licenses or permits required by law and shall comply with all applicable federal, State or local laws, codes, rules and regulations in the performance of this agreement.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of the DCA's other rights or remedies, the DCA may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. The DCA's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 10-14 work days prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility, the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

- i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.
- ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

19. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property due to the negligence, recklessness or willful misconduct in the performance of this Agreement.

Consultant shall defend, indemnify, and hold harmless the DCA, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the DCA and/or rights to employment benefits from the DCA.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

c. Notwithstanding anything to the contrary, Consultant will indemnify, hold harmless, release and defend DCA, its Board of Directors, officers, employees, and agents from and against any and all claims arising from an allegation, charge, assertion or accusation by a third party that Consultant and/or DCA has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement or any associated contracts. This indemnification obligation will continue to bind Consultant after the termination or expiration of this Agreement.

20. Insurance

a. Consultant shall procure, at its own expense, and maintain for the duration of this Agreement, or longer as provided herein, insurance coverage as specified in this Section 20. Provision of the required insurance shall not be interpreted to relieve Consultant of any obligations hereunder. Consultant acknowledges and agrees that any actual or alleged failure on the part of the DCA to inform Consultant of non-compliance with any requirement herein imposes no additional obligations on the DCA nor does such actual or alleged failure waive any rights hereunder. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise approved by the DCA. Workers' compensation insurance through the State Compensation Insurance Fund when not specifically rated, is acceptable. All of the liability insurance policies, except for the professional liability policies, shall explicitly waive subrogation rights by endorsement or policy provisions, or shall allow the insured to waive its rights of recovery against Indemnified Parties prior to loss.

b. Coverage shall include the following insurance which shall comply with all of the provisions in this Section 20:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The DCA, its Board of Directors, officers, and employees shall be additional insureds under such policy using ISO form CG 20 10 or comparable form as otherwise approved by the DCA.

ii. Commercial auto liability insurance using ISO CA 00 01 covering Automobile Liability, Code 1, (any auto). Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the DCA, its Board of Directors, officers, employees, and agents. Policy limits shall be no less than \$1,000,000 combined single limit.

iii. Umbrella or excess liability insurance on a "follow form" and "pay on behalf" basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 (including limits provided in any primary policy), that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above, and employer's liability in excess of the amounts set forth in paragraph iv, below.

iv. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's liability limits shall be no less than \$1 million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers' compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer's Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an "if any" basis. The policy shall be endorsed to waive the insurer's right of subrogation against the DCA, its Board of Directors, officers, and employees.

v. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession with limits not less than \$(2,000,000) per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which the RFQ was issued. Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall email to the DCA's Agreement Administrator at jarabshahi@dcdca.org and a copy to: Document Control at doccontrol@dcdca.org, evidence of required insurance consisting of a certificate or certificates of insurance and all required endorsements, including additional insured endorsements, and other endorsements as identified in this Section 20. The evidence provided must be adequate to allow the DCA to determine if all insurance requirements have been met. Consultant also shall promptly deliver to the DCA evidence of insurance, as required by this Section 20 with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the DCA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the DCA. Consultant shall provide DCA redacted copies of a Corporate Policies not later than ten (10) business days after DCA gives Consultant written notice of the occurrence of any of the following: (i) the insurance carrier issuing the corporate policy failed to, unconditionally and without reservation of rights, accept DCA's tender of a claim or defend a claim, against DCA or an additional insured, within 15 calendar days of DCA's notice to the insurance carrier of such claim; (ii) Consultant fails to

provide DCA throughout the term of the Agreement the required evidence of insurance under any policy required herein; (iii) Consultant fails to cure a material breach under Article 20; or (iv) a subpoena or court order requires production of such copy.

ii. Premiums, Deductibles and Self-Insured Retentions: Consultant shall be responsible for payment of premiums for all insurance required under this Section 20. Neither the DCA nor any of the additional insureds as required hereunder have an obligation to pay any premium. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, Consultant shall be solely responsible for all deductibles, self-insured retentions and loss amounts in excess of the coverage provided. With the exception of professional liability insurance and approved self-insurance for worker's compensation coverage, self-insured retentions must be approved by the DCA.

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

iv. Cancellation Notice: Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits below those required herein except after thirty (30) days prior written notice has been given to the DCA, except for nonpayment of premium for which 10-day notice shall be provided. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

v. Subrogation Waivers: The DCA and Consultant waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance (excluding Professional Liability) obtained pursuant to this Section 20, except such rights as they may have to the proceeds of such insurance. Consultant shall require all sub-consultants to provide similar waivers in writing in favor of DCA, its officers, officials, employees and volunteers except as otherwise agreed to by DCA.

vi. Non-Limitation: The insurance coverage provided, and limits required hereunder, are minimum requirements and are not intended to limit Consultant's indemnification obligations under Section 19, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this Section 20 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Endorsements to Consultant's insurance policies adding the required parties as insureds, shall not limit defense or indemnity payments to any amount specified as a minimum limit required by this agreement.

vii. Failure to Comply: If Consultant or any Subconsultant fails to provide and maintain insurance as required herein, then the DCA shall have the right but not the obligation, to purchase

such insurance, to terminate the Agreement, or to suspend

Consultant's work until proper evidence of insurance is provided. Any amounts paid by the DCA (plus an administrative charge equal to ten percent (10%) of the cost) shall, at the DCA's sole option, be deducted from amounts payable to the Consultant or reimbursed by Consultant upon demand.

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

ix. Disclaimer: Consultant and each Subconsultant shall have the responsibility to make sure that their insurance programs fit their needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. The DCA makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 20 are adequate to protect Consultant against its undertakings under this Agreement or its liability to any third party or preclude the DCA from taking any actions as are available to it under the Agreement or otherwise at law.

21. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. The DCA will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from the DCA, Consultant shall cooperate fully with any audit of its billings conducted by the DCA and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

d. Consultant agrees that the awarding department, the Department of General

Services, the Bureau of State Audits, or their designated representative (the State) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Consultant. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

22. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. By signing this ~~contract~~Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

c. For agreements over \$100,000, Consultant shall comply with Public Contract Code section 10295.3 and shall not discriminate between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

23. Anti-Terrorism Laws

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and subconsultants:

a. are not listed in the annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order");

b. are not owned or controlled by, or acting for or on behalf of, any person that is listed

in the annex to, or is otherwise subject to the provisions of, the Executive Order;

c. are not an individual, entity or organization with which the DCA is prohibited from engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering;

d. do not commit, threaten or conspire to commit or support "terrorism" as defined in the Executive Order; or

e. are not named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

In the event that Consultant, its directors, officers, employees, subsidiaries and sub-consultants become an entity that the DCA is prohibited from dealing or otherwise engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering, the DCA shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

24. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised the DCA in writing prior to the date of signing of this Agreement of any known relationships with a third party, the DCA's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between the DCA's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform the DCA, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit DCA Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing DCA or employer, for any action related to the conduct of the DCA's business, except as specifically provided in the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any DCA Board member, officer or employee.

d. Consultant should be aware of the following provisions regarding current or former state employees. If the Consultant has any questions on the status of any person rendering services or

involved with the Agreement, the DCA must be contacted immediately for clarification.

i. Current State Employees: (PCC §10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

ii. Former State Employees: (PCC §10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

iii. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e)).

e. Consultant must disclose to the DCA any activities by the Consultant or sub-consultant involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DCA may immediately terminate this contract if the Consultant fails to disclose the information required by this section. DCA may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

f. The Consultant should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract,

for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC§10365.5).

25. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

26. Use of the DCA's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which the DCA's name is used, or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

27. Termination

The DCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The DCA's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

28. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the DCA, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

29. JEPA Terms and Conditions

a. On May 22, 2018, the DCA and the California Department of Water Resources (DWR) entered into a joint exercise of powers agreement (JEPA), available at <http://www.dcdca.org/#docs>. Pursuant to the JEPA, DWR is a third-party beneficiary to this Agreement and reserves all rights set forth in Section 6 of the JEPA. The DCA and Consultant agree that DWR is an intended and express third-party beneficiary of the provisions of this Agreement and shall have the right to enforce the terms and conditions of this Agreement against or Consultant or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and Consultant. The DCA's obligation to pay Consultant is an independent obligation from the State's obligation to make payments to the DCA. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to Consultant.

b. Consultant agrees to comply with, and not violate, any applicable terms and conditions set forth in the JEPA, including any terms and conditions set forth in Exhibit F to the JEPA.

30. Recycled Content Certification

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the Consultant must complete and return the form DWR 9557, Recycled Content Certification (<https://water.ca.gov/Library/Public-Forms>), for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is made part of this contract by this reference.

31. Child Support Compliance Act

a. For agreements over \$100,000, Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. Loss Leader

If this ~~contract~~ Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

33. Sweatfree Code of Conduct

a. Consultant contracting for the procurement or laundering of apparel, garments or
Parsons Transportation Group, Inc. 17 Agreement No. 190009

corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Consultant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Consultant agrees to cooperate fully in providing reasonable access to the Consultant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Consultant's compliance with the requirements under paragraph (a).

34. Drug-Free Workplace Certification

By signing this ~~contract~~Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. The person's or organization's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation and employee assistance programs,
- iv. Penalties that may be imposed upon employees for drug abuse violations.

and

c. Every employee who works on the proposed contract or grant:

- i. Will receive a copy of the company's drug-free policy statement, and
- ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This ~~contract Agreement~~ or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

35. Notices

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

Delta Conveyance Design and Construction
Authority
980 9th Street, 24th Floor
Sacramento, CA 95814
Attention: Agreement Administrator

Parsons Transportation Group
2495 Natomas Park Drive, Suite 510
Sacramento, CA 95833
Attention: Mr. ~~Rob McCarthy~~ Clint Rehermann

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

36. Assignment

This Agreement may be assigned to DWR upon written notice from DWR stating that it has exercised its rights under Section 6(e) of the JEPA, described in Section 29 to this Agreement.

37. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Sacramento County, California.

39. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). 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. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all

applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DCA. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

43. Political Reform Act

Consultant shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Consultant shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

44. Non-Disclosure

Consultant shall comply with the language stated in the Protection of Confidential and Sensitive Information exhibit and complete the corresponding Non-Disclosure Certificate. The Protection of Confidential and Sensitive Information exhibit and corresponding Non-Disclosure Certificate are attached hereto as Exhibit E and incorporated herein by this reference.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

PARSONS TRANSPORTATION GROUP, INC

THE DCA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:

General Counsel

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)

Analyst Initials: agr# - date
In duplicate
Attachments

Attachment 1 – Respondent’s Participation Form

[TO BE INSERTED]

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**Attachment 2 – Standard Contract Provision Regarding
Political Reform Act Compliance**

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DCA Disclosure Category 1. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Financial Conflict of Interest Prohibition:** Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:
"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."
- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DCA of a potentially disqualifying conflict of interest;
 - (3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.

Exhibit A: SCOPE OF WORK

The DCA seeks the services of a highly qualified firm to provide an individual to perform Program Manager services and appropriate Program Construction Management Support Services, as needed and as identified herein, for the implementation of the \$15 billion CWF during the program's design and construction phases.

The Consultant will provide necessary staff, in support of the California WaterFix program, as authorized and approved by the DCA. The Program Manager will report to and provide direct support of the Executive Director and will oversee, manage, direct and control various technical teams to achieve the objectives of the DCA with respect to the design and construction of the California WaterFix.. Consultant's team will service collaboratively and cooperatively with any other teams within the DCA providing support services to the program. It is anticipated that the various technical teams reporting to the Program Manager will be identified and staffed through the process of Inter-Agency Agreements and future solicitations for other consulting services. All individual team members of the Consultant will serve at the pleasure of the Executive Director. Inter-Agency Agreements and other professional services contracts will have similar terms that individual team members serve at the pleasure of the Executive Director. Upon approval, the Consultant will be authorized to perform services as described in Task Orders issued by the Executive Director within the defined funding and time limits. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in their services/products.

In addition to serving as Program Manager, the Consultant will provide overall management and project controls for the California WaterFix design and construction including but not limited to staffing and software for activity scheduling and reporting, program budget/cost planning and monitoring, performance metrics development and reporting, and program documentation. The specifics of each of these roles are described in the following sections of the Scope of services for this RFQ.

Exhibit B: SAMPLE TASK ORDER

Task Order					
Task Order No.:		Agreement No.:		Revision No.:	
Consultant:					
Authorized sub-consultant(s):					
Other Direct Costs: (Description and dollars)				\$	
Scope of Services Required					
Deliverable Items					
Period of Performance:	From:		To:		
<input type="checkbox"/> Not to Exceed	<input type="checkbox"/> Fixed Price Amount		\$		
Payment Schedule					
Approvals					
Authorized Consultant Representative:				Date:	
Agreement Administrator:				Date:	

Exhibit C: FEE SCHEDULE

Agreement No. _____

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All labor and other direct costs shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant may be inclusive of corporate overhead, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue, and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

The Consultant's Multiplier may further be inclusive of temporary relocation costs for key staff that shall be considered travel or lodging costs.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

If allowed in a Task Order, the Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement.

¹ Direct Salary Cost rates are the base salaries and wages actually paid to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to and prior written approval of the DCA.

including Exhibit D.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier is different than the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2029, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

For any Task Order for Fiscal Year 2024-2025 or earlier, the DCA may request Consultant prepare a report outlining the actual costs and profit estimated in the Fee Schedule rates and the actual amounts of costs incurred or revenues realized by Consultant. The report shall identify labor costs, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), or overhead costs on subconsultant revenue and profit. Such report shall also include an explanation and justification for any assumed corporate overhead rate. If the report identifies determines that the actual amounts incurred or realized under the Task Order is different than the assumed or estimated amounts in the Task Order, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. In no event will the DCA reimburse the Consultant. DCA may request reports for multiple Task Orders at the same time but shall request a report for completed Task Orders prior to the expiration or termination of this Agreement. Consultant shall provide any documentation reasonably related to the report upon request of the DCA.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour. ~~Respondent shall provide fee schedules for all classifications of personnel that will be working on the project in a separate attachment. In addition, the Respondent shall provide the information requested in the table below for the Key Personnel listed in the proposal.~~

Key Personnel Title	Name of Key Personnel	Key— Personnel— Classification	Unburdened Hourly Rate	Indirect Cost %	Profit %	Total Burdened Rate*	Requested Sample Total # of Hours	Total Cost for Requested Sample**
1. XXXXXXXXXX			\$	\$		\$	2,080	\$
2. XXXXXXXXXX			\$	\$		\$	2,080	\$
3. XXXXXXXXX			\$	\$		\$	2,080	\$
							Grand Total	\$

*The fully burdened rate should be calculated as follows: Unburdened Hourly Rate + (Unburdened Hourly Rate x Indirect Cost %) = Subtotal. Subtotal + (Subtotal x Profit%) = Fully Burdened Rate.

**Total Cost for Requested Sample = Total Burdened Rate x Requested Sample Total # of Hours

Note: Grand Total = Sum of Total Cost for Requested Sample for each Key Personnel listed

<deleted>

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**Exhibit E: PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION/
NON-DISCLOSURE CERTIFICATE**

1. For purposes of this Exhibit, "Consultant" means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority ("DCA") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Consultant" also includes Consultant's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.
2. This Exhibit shall apply to all Consultants the terms of whose Contracts with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also

include financial, statistical, personal, technical, and other data and information relating to operation of the DCA.

6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Consultant shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Consultants shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Consultants shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Consultant and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Consultant shall maintain a current listing of all Consultant and Affiliate personnel with access to Confidential and Sensitive Information.
10. Consultant shall notify DCA promptly if a security breach involving Confidential or Sensitive Information occurs or if Consultant becomes legally compelled to disclose any Confidential Information.
11. Consultant shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.
14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Consultant shall cooperate with the DCA's Information Security Officer or his or her designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E to Contract No. _____ between _____ and the Delta Conveyance Design and Construction Joint Powers Authority . I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant/Affiliate: _____

Signed: _____

By: _____

Its: _____

Date: _____

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer
Josh Nelson, General Counsel

Date: May 21, 2025, Board Meeting

Item No. 7f

Subject:

Consider Passing a Resolution Approving the Third Amendment to the AECOM Technical Services, Inc., Agreement for Geotechnical Exploration and Reporting Services.

Summary:

The Board of Directors approved an agreement with AECOM Technical Services, Inc. (Consultant) for Geotechnical Exploration and Reporting Services, entered into as of January 21, 2022, for an initial maximum contract capacity of \$30 million. The DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications and negotiated a fair and reasonably priced contract with Consultant.

The Agreement has been amended two (2) times, the 1st Amendment, dated June 29, 2023, adjusted the names for the Consultant's Key Personnel and Notices, and the 2nd Amendment, on August 15, 2024, extended the term of the Agreement to December 31, 2026, increased the maximum amount payable to \$65 million, and made language adjustments to the Agreement.

Under the Agreement, as subsequently amended, Consultant provides key services required by DCA and has developed significant institutional knowledge of DCA's programs and operational and management requirements. Currently, staff is recommending other adjustments to the agreement be made to revise Explanatory Recitals; Section 4. Key Personnel; Section 9. Billings and Payments; Section 18. Access to DCA Premises; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Compliance; update Exhibit A Scope of Work, and update Exhibit C Fee Schedule of the Agreement.

Enclosed is the third Amendment to the AECOM Technical Services, Inc. Agreement for Geotechnical Exploration and Reporting Services. A redline is provided.

Recommended Action:

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed Third Amendment to the AECOM Technical Services, Inc. Agreement for Geotechnical Exploration and Reporting Services

Attachments:

Attachment 1: Resolution 25-XX

Exhibit A - Third Amendment to the Agreement for Geotechnical Exploration and Reporting Services

Attachment 2 – AECOM Agreement - Redline

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 25-XX

Introduced by Director XXXX

Seconded by Director XXXX

***THIRD AMENDMENT TO AECOM TECHNICAL SERVICES, INC. AGREEMENT FOR GEOTECHNICAL
EXPLORATION AND REPORTING***

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and AECOM Technical Services, Inc., a California corporation (Consultant) entered into an Agreement for Geotechnical Exploration and Reporting Services, dated January 28, 2022 (Agreement), as subsequently amended; and

Whereas, DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications, and negotiated a fair and reasonably priced contract with Consultant; and

Whereas, Consultant provides key services required by DCA, and has developed significant institutional knowledge of DCA's programs and operational and management requirements; and

Whereas, in light of Consultant's knowledge and experience, DCA desires to update portions of the Agreement for the Consultant's services; and

Now, therefore, be it resolved that the findings stated above are true and correct and are hereby adopted by the DCA Board.

Be it further resolved that the DCA Board authorizes the Executive Director to execute the Third Amendment to the Agreement Geotechnical Exploration and Reporting Services in substantially the form as set forth in Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 21st day of May, 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Martin Milobar, Board President

Gary Martin, Board Secretary

EXHIBIT A

Third Amendment to AECOM Technical Services, Inc.
Agreement for Geotechnical Exploration and Reporting

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
3RD AMENDMENT TO AGREEMENT NO. 210018
FOR CONSULTING SERVICES

This 3rd Amendment to Agreement No. 210018, hereinafter referred to as 3rd Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and AECOM TECHNICAL SERVICES, INC. hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an Agreement entitled, "Agreement No. 210018 for Geotechnical Exploration and Reporting Services" dated January 27, 2022 ("Agreement").
2. The parties have entered into an Amendment No. 1 dated June 29, 2023 for the purpose of updated the names of the Consultant's Key Personnel.
3. The Parties have entered into a 2nd Amendment dated August 25, 2024 for the purposes of removing certain recitals, extending the term of the agreement, updating the Consultant's Key Personnel, and increasing the maximum amount payable under the Agreement.
4. The parties now desire to amend the Agreement with this 3rd Amendment to revise the Explanatory Recitals; Section 4. Key Personnel; Section 9. Billings and Payments; Section 18. Access to DCA Premises; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Compliance; update Exhibit A Scope of Work; and update Exhibit C Fee Schedule of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement

including this 3rd Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 3rd Amendment is effective as of May 21, 2025.
2. Amendment. Explanatory Recitals Section number one (1) of the Agreement is amended to read in full as follows:
 1. The DCA is a public agency of the State of California organized under the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to an amended joint powers agreement, effective December 31, 2020, to actively participate with the California Department of Water Resources in those activities identified in the agreement (“Project”)
3. Amendment. Section 4. Key Personnel of the Agreement is amended to read in full as follows:

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Mr. Robert Nixon, PE, GE as Project Director/Principal in Charge, and Mr. David Pieczynski as Project Manager who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA’s Agreement Administrator, and the Agreement shall be amended to reflect the changes.

4. Amendment. Section 9 Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

- a. Consultant shall submit monthly progress reports and monthly invoices to the DCA’s Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant’s address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant’s invoice payment may be delayed.
- b. The individual listed in the agreement as Consultant’s key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant’s invoices shall include the following information:
 - i. Consultant’s name and mailing address, the DCA’s project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

“By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices.”

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant’s invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 60 days after DCA’s receipt of the invoice or the DCA’s receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant’s invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA’s obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

5. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA’s premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA’s satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA’s premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA’s request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

c. When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

d. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

6. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as set forth in Exhibit I and incorporated by this reference.

7. Amendment. Exhibit A Scope of Work of the Agreement is amended to add Item C to Subsection 1.2 as follows:

C. FIELD COORDINATOR

If requested by DCA, Consultant shall also provide field coordination and similar services. Services will include coordinating field activities with Consultant, DWR, DCA and other third parties. Services may further include serving as the primary point of contact with affected landowners.

8. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit II, incorporated by this reference.

9. Continuing Effect of Agreement. This 3rd Amendment modifies the Agreement only as expressly set forth above. This 3rd Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

10. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have

each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 3rd Amendment.

11. Severability. If any portion of this 3rd Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 3rd Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 3rd Amendment for all purposes. This 3rd Amendment may be signed using an electronic signature.

13. Venue. This 3rd Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

14. Counterparts. This 3rd Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 3rd Amendment to Agreement 210018 as of the date last written below.

AECOM TECHNICAL SERVICES, INC.

DCA

By: _____

By: _____

Print Name: Robert Nixon

Graham Bradner
Executive Director

Title: VP, West Water

Date: _____

Date: _____

EXHIBIT I



ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DCA of a potentially disqualifying conflict of interest;
 - (3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.

EXHIBIT II

EXHIBIT C: FEE SCHEDULE

Agreement No. 210018

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

The Multiplier used by the Consultant may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

The Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of

¹ Direct Salary Cost rates are the exempt employee base salaries and wages assigned to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to and prior written approval of the DCA.

the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D. Accepted Multipliers for Consultant and each subconsultant and unit costs for field and laboratory testing will be established and set forth in the Task Orders issued under this Agreement.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier exceeded the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2026, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary in this Exhibit and applicable to all approaches above, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour.

Administrative and Project Management tasks will be limited to 15% of overall charges and expenses as reflected on the Consultant(s) monthly invoice, unless otherwise approved by the DCA.



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY 3RD AMENDMENT TO AGREEMENT NO. 210018
FOR CONSULTING SERVICES

This 3rd Amendment to Agreement No. 210018, hereinafter referred to as 3rd Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and AECOM TECHNICAL SERVICES, INC. hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an Agreement entitled, "Agreement No. 210018 for Geotechnical Exploration and Reporting Services" dated January 27, 2022 ("Agreement").
2. The parties have entered into an Amendment No. 1 dated June 29, 2023 for the purpose of updated the names of the Consultant's Key Personnel.
3. The Parties have entered into a 2nd Amendment dated August 25, 2024 for the purposes of removing certain recitals, extending the term of the agreement, updating the Consultant's Key Personnel, and increasing the maximum amount payable under the Agreement.
4. The parties now desire to amend the Agreement with this 3rd Amendment to revise the Explanatory Recitals; Section 4. Key Personnel; Section 9. Billings and Payments; Section 18. Access to DCA Premises; to replace Attachment 2 – Standard Contract Provision

Regarding Political Reform Compliance; update Exhibit A Scope of Work; and update Exhibit C Fee Schedule of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 3rd Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 3rd Amendment is effective as of May 21, 2025.
2. Amendment. Explanatory Recitals Section number one (1) of the Agreement is amended to read in full as follows:

1. The DCA is a public agency of the State of California organized under the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to an amended joint powers agreement, dated effective May-December 1431, 20182020, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project")

3. Amendment. Section 4. Key Personnel of the Agreement is amended to read in full as follows:

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Mr. Tony Mardam, PE-Robert Nixon, PE, GE as Project Director/Principal in Charge, and Mr. David Pieczynski as Deputy Project Manager who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.

4. Amendment. Section 9 Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

1. a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA, at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

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2. b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

4.i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

2.ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate, calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

3.iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

4.iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

5-v. Multiple Task Orders may be billed on a single invoice; however, the charges and support documentation (receipts) shall be separately identified to the appropriate Task Order.

3. c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 45/60 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 et seq. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

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5. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. Access to DCA Premises

4. a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment

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~~background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.~~

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~~a. b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 10 working days~~

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~~14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:~~

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~~1-i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula identification is D.'s are not acceptable.~~

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~~2-ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.~~

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~~c. When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to retrieve their receive the provided identification.~~

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~~5- d. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.~~

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~~b. Consultant shall notify the DCA within five (5) days of the departure (including termination or resignation) of any employee participating on the Project.~~

6. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as set forth in Exhibit I and incorporated by this reference.

7. Amendment. Exhibit A Scope of Work of the Agreement is amended to add Item C to Subsection 1.2 as follows:

C. FIELD COORDINATOR

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If requested by DCA, Consultant shall also provide field coordination and similar services. Services will include coordinating field activities with Consultant, DWR, DCA and other third parties. Services may further include serving as the primary point of contact with

affected landowners.

8. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit II, incorporated by this reference.
9. Continuing Effect of Agreement. This 3rd Amendment modifies the Agreement only as expressly set forth above. This 3rd Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
10. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 3rd Amendment.
11. Severability. If any portion of this 3rd Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
12. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 3rd Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 3rd Amendment for all purposes. This 3rd Amendment may be signed using an electronic signature.
13. Venue. This 3rd Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.
14. Counterparts. This 3rd Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 3rd Amendment to Agreement 210018 as of the date last written below.

AECOM TECHNICAL SERVICES, INC.

DCA

By: _____

By: _____

Print Name: Robert Nixon

Graham Bradner
Executive Director

Title: VP, West Water

Date: _____

Date: _____

EXHIBIT I

**ATTACHMENT 2 – Standard Contract Provision Regarding
Political Reform Act Compliance**

POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DCA Disclosure Category 1. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. Financial Conflict of Interest Prohibition: Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:
"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."
- c. ~~Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:~~

~~(1) Failure to complete and submit all required Form 700s~~

~~within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;~~

- ~~(2) Failure to notify DCA of a potentially disqualifying conflict of interest;~~
- ~~(3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code 587100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.~~

EXHIBIT II

EXHIBIT C: FEE SCHEDULE

Agreement No. 210018

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

The Multiplier used by the Consultant ~~is~~ may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

¹ Direct Salary Cost rates are the exempt employee base salaries and wages assigned to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to and prior written approval of the DCA.

Commented [AB1]: Josh - Please look at Exhibit C to make sure the edits were captured correctly. Since I don't have the native file you conducted your changes against, we used the Word Compare function between the original agreement and amendment. @Joshua Nelson @Claudia Rodriguez

Commented [JN2R1]: Done, thanks!

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Hourly Billing Rate = (Direct Salary Cost rate) x Subconsultant Multiplier

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The Multiplier used by the Consultant's subconsultants ismay be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order. For Task Orders issued prior to the date of this Amendment to the Agreement, the Task Order shall be inclusive of the items above unless otherwise set forth in that Task Order or contemporaneous writings utilized by the Parties to generate the Multiplier.

Notwithstanding anything to the contrary, Allowable costs not included in the Multiplier may be recoverable as set forth in the Hourly Billing Rate charged by the Consultant Task Order and any subconsultant under subject to the applicable terms of this Agreement shall not exceed \$450.00/hour, including Exhibit D. Accepted Multipliers for Consultant and each subconsultant and unit costs for field and laboratory testing will be established and set forth in the Task Orders issued under this Agreement.

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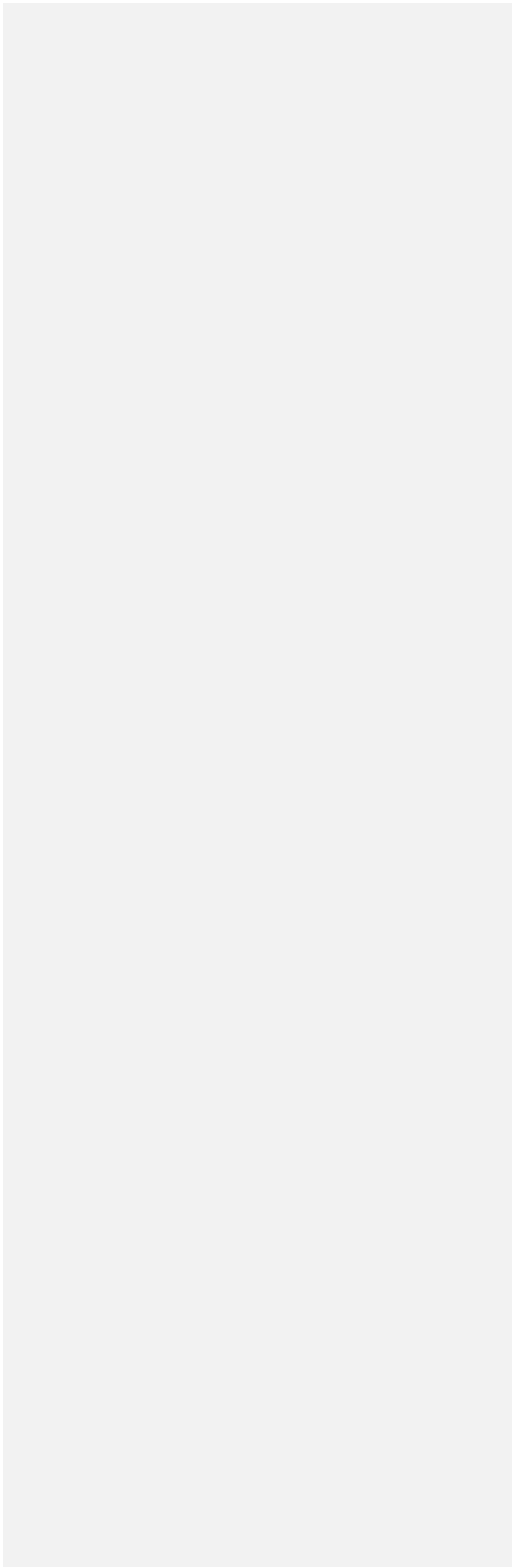
For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier exceeded the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2026, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

Administrative and Project Management tasks will be limited to 15% of overall charges and expenses as reflected on the Consultant(s) monthly invoice, unless otherwise approved by the

DCA.



Board Memo

Contacts: Graham Bradner, Executive Director
Adrian Brown, Chief Contracting Officer

Date: May 21, 2025, Board Meeting

Item No. 7g

Subject:

Consider Passing Resolution Approving the First Amendment to the Best Best & Krieger (BBK) Agreement for General Counsel services.

Summary:

The DCA requires assistance of General Counsel to support the DCA Board of Directors and DCA Executive Director with critical legal services. The overall role of the General Counsel is to provide the DCA with legal direction and ensure compliance with applicable laws and regulations.

The scope of services for the General Counsel includes: general governance services, including compliance with the Brown Act, Public Records Act, Political Reform Act, conflicts of interest, Government Code, Water Code and other applicable laws and regulations; procurement-related services; Environmental law support for CEQA/NEPA; California and federal Endangered Species Acts; federal Clean Water Act and the California Porter Cologne Water Quality Act; real estate law matters; employment and labor law; litigation services, as directed, and oversight of specialized legal counsel retained by the DCA.

DCA selected its current General Counsel services Consultant, Best Best & Krieger (BBK), pursuant to a competitive solicitation, via a Request for Qualifications (RFQ) 20200127 and evaluation process, conducted in early 2020, a Board approval of the selection and authorization to negotiate an Agreement in April 2020, and a Board approval in May 2020 to execute a five (5) year Agreement. The Agreement with BBK contains language that allows the DCA, at its sole discretion, to extend the Agreement by an additional five (5) years.

BBK provides key legal services required by the DCA and has developed a significant institutional knowledge and understanding of DCA's programs, operations, management requirements and the legal matters facing the DCA. As the initial term of the agreement will expire on June 30, 2025, staff recommends that the Board extend the term of the Agreement to ensure the seamless continuation of these important services required by the DCA. Staff also recommends making other adjustments to the Agreement as redlined.

Enclosed is the first Amendment to the BBK Agreement for General Counsel Services that will extend the term of the Agreement for an additional five (5) years, through June 30, 2030.

Recommended Action:

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed First Amendment to the BBK Agreement for General Counsel Services.

Attachments:

Attachment 1 – Resolution 25-XX

Exhibit A – First Amendment to the Agreement for General Counsel Professional Services

Attachment 2 – BBK Agreement - Redline

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director XXXX

Seconded by Director XXXX

*FIRST AMENDMENT TO THE BEST BEST & KRIEGER LLP PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL COUNSEL SERVICES*

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Best Best & Krieger LLP (Consultant) entered into an Agreement for General Counsel Services, dated April 27, 2020 (Agreement); and

Whereas, DCA selected Consultant pursuant to a competitive procurement process based on Consultant's demonstrated competence and qualifications, and negotiated a fair and reasonably priced contract with Consultant; and

Whereas, Consultant provides key services required by DCA, and has developed significant institutional knowledge of DCA's programs, operations, management requirements, and legal matters; and

Whereas, in light of Consultant's knowledge and experience, DCA desires to extend the term of the Agreement for the continued provision of Consultant's services; and

Whereas, extending the term and value of the Agreement is in the best interest of DCA; and

Now, therefore, be it resolved that the findings stated above are true and correct and are hereby adopted by the DCA Board.

Be it further resolved that the DCA Board authorizes the Executive Director to execute the First Amendment to the Agreement General Counsel Services in substantially the form as set forth in Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 21st day of May, 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Board Secretary

EXHIBIT A

**First Amendment to the Best Best & Krieger LLP
Agreement for Geotechnical Exploration and Reporting**

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

1ST AMENDMENT TO AGREEMENT NO. 200003

FOR

CONSULTING SERVICES

This 1st Amendment to Agreement No. 200003, hereinafter referred to as 1st Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Best Best & Krieger, a California limited liability partnership (LLP) hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an agreement entitled “Delta Conveyance Design and Construction Authority Agreement No. 200003 for Consulting Services” dated April 27, 2020 (Agreement). The Agreement provides for general counsel services.

2. The parties desire to amend the Agreement with this 1st Amendment to edit and update Explanatory Recitals in its entirety; Section 2. Time and Term; Section 3. Agreement Administrator; Section 4. Key Personnel; Section 9. Billings and Payments; Section 18. Access to DCA Premises; Section 35. Notices; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Act Compliance; and to replace Exhibit D, Allowable Travel Expenses.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 1st Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 1st Amendment is effective as of May 21, 2025.
2. Amendment. Explanatory Recitals Section of the Agreement are amended to read in full as follows:

Explanatory Recitals

1. The DCA is a public agency of the State of California organized under the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to an amended joint powers agreement, effective December 31, 2020, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").
 2. The DCA requires the services of Consultant(s) to provide General Counsel Services.
 3. The DCA does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.
 4. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.
3. Amendment. Section 2. Time and Term of the Agreement is amended to read in full as follows:

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from May 1, 2020, through June 30, 2030, subject to earlier termination pursuant to the termination provisions set forth herein. This Agreement may be extended at the sole discretion of the DCA.

4. Amendment. Section 3. Agreement Administrator of the Agreement is amended to read in full as follows:

3. Agreement Administrator

- a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates its Executive Director, or his or her designee, as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.
- b. The acceptability of all services performed for this Agreement shall be determined by the DCA's Agreement Administrator. To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

5. Amendment. Section 4. Key Personnel of the Agreement is amended to read in full as follows:

4. Key Personnel

a. Consultant's Representative Consultant hereby designates Mr. Joshua Nelson to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with DCA's Agreement Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the DCA staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by DCA's Contract Administrator.

b. Substitution of Key Personnel Consultant has represented to the DCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the DCA. In the event that the DCA and Consultant cannot agree as to the substitution of the key personnel DCA shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Mr. Joshua Nelson.

c. Documentation of Approval When requesting a change to the Consultant's representative or key personnel, Consultant shall write a memorandum or letter to the DCA's Agreement Administrator requesting approval of the change. If approved, as indicated in writing by the DCA's Agreement Administrator, a copy of the memorandum or letter shall be placed in the contract file for reference.

6. Amendment. Section 9. Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 60 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

7. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

c. When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

d. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

8. Amendment. Section 35. Notices of the Agreement is amended to read in full as follows:

35. Notices

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

DCA
980 9th Street, Suite 2400
Sacramento, CA 95814
Attention: Document Control

Best Best & Krieger
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Mr. Joshua Nelson

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

9. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as attached.

10. Amendment. Exhibit D Allowable Travel Expenses is replaced in full by a new Exhibit D Allowable Travel Expenses, as attached.

11. Continuing Effect of Agreement. This 1st Amendment modifies the Agreement only as expressly set forth above. This 1st Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

12. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 1st Amendment.
13. Severability. If any portion of this 1st Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
14. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 1st Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 1st Amendment for all purposes. This 1st Amendment may be signed using an electronic signature.
15. Venue. This 1st Amendment shall be governed by the laws of the State of California. The venue shall be in Sacramento County.
16. Counterparts. This 1st Amendment may be signed in counterparts, each of which shall constitute an original.

Attachments:

Attachment 2 – Standard Contract Provision Regarding Political Reform Act Compliance
Exhibit D – Allowable Travel Expenses

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 1st Amendment to Agreement 200003 as of the date last written below.

BEST BEST & KRIEGER, LLP

DCA

By: _____

By: _____

Graham Bradner, Executive Director

Print Name: _____

Date: _____

Title: _____

Date: _____



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 200003

FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Best Best & Krieger LLP, hereinafter referred to as Consultant.

Explanatory Recitals

1. The DCA is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a amended joint powers agreement, dated-effective May-December 1431, 20182020, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").

2. The DCA requires the services of Consultant(s) to provide General Counsel services.

3. The DCA does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.

~~4. For the period in which the Consultant is providing General Counsel services as described in this Agreement, the Consultant, including their affiliates and subsidiaries, will be precluded from proposing on other services for the Project in violation of California Government Code Section 1090.~~

5-4. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

a. The DCA hereby engages Consultant to provide the DCA the services described in detail in the Scope of Work attached hereto as **Exhibit A**.

b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub-consultants, a copy of sub-consultants' fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as **Exhibit B**.

Commented [AB1]: Redline Version of BBK Agreement @Claudia Rodriguez @Joshua Nelson

Commented [AB2R1]: Have checked this redlined agreement? @Joshua Nelson

Commented [JN3R1]: Yes, looks good.



2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from May 01, 2020 through June 30, ~~2025~~2030, subject to earlier termination pursuant to the termination provisions set forth herein. This Agreement may be extended ~~in at~~ the sole discretion of the DCA ~~for an additional 5 years~~.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates ~~Kathryn Mallon, its~~ Executive Director, or his or her designee, as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by the DCA's Agreement Administrator. To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

4. Key Personnel

~~a. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Joshua Nelson, who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes. Consultant's Representative~~ Consultant hereby designates Mr. Joshua Nelson to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with DCA's Agreement Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the DCA staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by DCA's Contract Administrator.

b. Substitution of Key Personnel Consultant has represented to the DCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the DCA. In the event that the DCA and Consultant cannot agree as to the substitution of the key personnel DCA shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Mr. Joshua Nelson.

c. Documentation of Approval When requesting a change to the Consultant's representative or key personnel, Consultant shall write a memorandum or letter to the DCA's Agreement Administrator requesting approval of the change. If approved, as indicated in writing by the DCA's Agreement Administrator, a copy of the memorandum or letter shall be placed in the contract file for reference.

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5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the DCA.

6. Sub-consultants

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the DCA as provided herein.



7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as **Exhibit C**. This Fee Schedule shall include the rates and expenses of sub-consultants and shall remain in effect for the duration of this Agreement. The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses for the task order work have been agreed to.

b. The DCA will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The DCA shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultants' fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in **Exhibit D**, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$3,900,000.00. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$3,100,000. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

~~a. Consultant shall submit monthly invoices to the DCA's Accounts Payable Section, whose email address is DocControl@dedca.org, and provide a copy to the Agreement Administrator at, KathrynMallon@dedca.org. Consultant address change must be submitted in writing to the DCA at DocControl@dedca.org. Without proper notification of an address change, Consultant's invoice payment may be delayed.~~

~~b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:~~

~~i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.~~

~~ii. Those invoices with consultant and sub-consultant labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor~~

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rate, number of hours worked, description of work performed, total amount due for labor charges, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 45 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

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iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 60 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

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10. **Small and/or Disabled Veteran Business Enterprises (SBE/DVBE)**

a. It is the policy of the DCA to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by the DCA by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.

b. DCA has adopted an SBE/DVBE participation goal of 25% and 3% respectively pursuant to DCA's SBE/DVBE policy, which is incorporated herein by this reference. Consultant shall use reasonable efforts to utilize the services of SBE and DVBE firms consistent with DCA's SBE/DVBE policy. Consultant should identify each SBE/DVBE sub-consultant in Attachment 1, Respondent's Participation Form.

c. Consultant shall not substitute a SBE/DVBE firm without obtaining prior approval of the Agreement Administrator. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

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d. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of this Agreement. In addition to any other remedy the DCA may have under this Agreement or by operation of law, in this event the DCA:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of the DCA's audit of books and records of Consultant and its sub-consultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by the DCA, the DCA may disqualify the Consultant from participation in other the DCA contracts for a period of up to 5 years.

11. Successors and Assignment

This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. The DCA will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of the DCA while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the DCA any property of the DCA in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. The DCA may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which the DCA deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by the DCA, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement shall be the property of the DCA. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.



b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for the DCA, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to the DCA, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the DCA, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify the DCA, in writing, of all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement.

d. Consultant shall assign and does hereby assign to the DCA all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for the DCA.

e. Consultant shall cooperate in the execution of all documents necessary to perfect the DCA's right to intellectual property under this Agreement.

f. When requested by the DCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by the DCA or upon termination of this Agreement Consultant shall promptly erase copies of all the DCA intellectual property from Consultant's computers. Consultant may retain one complete set of reproducible copies of all its instruments of service for internal use purposes but shall be required to obtain the DCA's written consent for any other purpose.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold the DCA harmless against all claims raised against the DCA based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for the DCA, or that the DCA has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

In carrying out its obligations under this Agreement, Consultant and its employees and representatives shall secure and maintain all licenses or permits required by law and shall comply with all applicable federal, State or local laws, codes, rules and regulations in the performance of this agreement.



17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of the DCA's other rights or remedies, the DCA may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. The DCA's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to DCA Premises

~~a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.~~

~~b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on the DCA's premises. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:~~

~~i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.~~

~~ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.~~

~~When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.~~



Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

c. When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

d. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

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19. **Indemnity**

a. Consultant assumes all risk of injury to its employees, agents, and



contractors, including loss or damage to property due to the negligence, recklessness or willful misconduct in the performance of this Agreement.

b. Consultant shall defend, indemnify, and hold harmless the DCA, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the DCA and/or rights to employment benefits from the DCA.

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

d. Notwithstanding anything to the contrary, Consultant will indemnify, hold harmless, release and defend DCA, its Board of Directors, officers, employees, and agents from and against any and all claims arising from an allegation, charge, assertion or accusation by a third party that Consultant and/or DCA has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement or any associated contracts. This indemnification obligation will continue to bind Consultant after the termination or expiration of this Agreement.

20. Insurance

a. Consultant shall procure, at its own expense, and maintain for the duration of this Agreement, or longer as provided herein, insurance coverage as specified in this Section 20. Provision of the required insurance shall not be interpreted to relieve Consultant of any obligations hereunder. Consultant acknowledges and agrees that any actual or alleged failure on the part of the DCA to inform Consultant of non-compliance with any requirement herein imposes no additional obligations on the DCA nor does such actual or alleged failure waive any rights hereunder. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise approved by the DCA. Workers' compensation insurance through the State Compensation Insurance Fund when not specifically rated, is acceptable. All of



the liability insurance policies, except for the professional liability policies, shall explicitly waive subrogation rights by endorsement or policy provisions, or shall allow the insured to waive its rights of recovery against Indemnified Parties prior to loss.

b. Coverage shall include the following insurance which shall comply with all of the provisions in this Section 20:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The DCA, its Board of Directors, officers, and employees shall be additional insureds under such policy using ISO form CG 20 10 or comparable form as otherwise approved by the DCA.

ii. Commercial auto liability insurance using ISO CA 00 01 covering Automobile Liability, Code 1, (any auto). Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the DCA, its Board of Directors, officers, employees, and agents. Policy limits shall be no less than \$1,000,000 combined single limit.

iii. Umbrella or excess liability insurance on a "follow form" and "pay on behalf" basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 (including limits provided in any primary policy), that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above, and employer's liability in excess of the amounts set forth in paragraph iv, below.

iv. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's liability limits shall be no less than \$1 million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers' compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer's Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an "if any" basis. The policy shall be endorsed to waive the insurer's right of subrogation against the DCA, its Board of Directors, officers, and employees.

v. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession with limits not less than \$(2,000,000) per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which the RFQ was issued. Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall



email to the DCA's Agreement Administrator at jarabshahi@dcdca.org and a copy to: Document Control at doccontrol@dcdca.org, evidence of required insurance consisting of a certificate or certificates of insurance and all required endorsements, including additional insured endorsements, and other endorsements as identified in this Section 20. The evidence provided must be adequate to allow the DCA to determine if all insurance requirements have been met. Consultant also shall promptly deliver to the DCA evidence of insurance, as required by this Section 20 with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the DCA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the DCA. The DCA reserves the right to require complete, certified copies of all required insurance policies except for professional liability, including endorsements effecting coverage and coverage binders required by these specifications at any time.

ii. Premiums, Deductibles and Self-Insured Retentions: Consultant shall be responsible for payment of premiums for all insurance required under this Section 20. Neither the DCA nor any of the additional insureds as required hereunder have an obligation to pay any premium. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, Consultant shall be solely responsible for all deductibles, self-insured retentions and loss amounts in excess of the coverage provided. With the exception of professional liability insurance and approved self-insurance for worker's compensation coverage, self-insured retentions must be approved by the DCA.

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

iv. Cancellation Notice: Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits below those required herein except after sixty (60) days prior written notice has been given to the DCA, except for nonpayment of premium for which 10-day notice shall be provided. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

v. Subrogation Waivers: The DCA and Consultant waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to this Section 20, except such rights as they may have to the proceeds of such insurance. Consultant shall require all sub-consultants to provide similar waivers in writing in favor of DCA, its officers, officials, employees and volunteers except as otherwise agreed to by DCA.



vi. **Non-Limitation:** The insurance coverage provided, and limits required hereunder, are minimum requirements and are not intended to limit Consultant's indemnification obligations under Section 19, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this Section 20 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Endorsements to Consultant's insurance policies adding the required parties as insureds, shall not limit defense or indemnity payments to any amount specified as a minimum limit required by this agreement.

vii. **Failure to Comply:** If Consultant or any Subconsultant fails to provide and maintain insurance as required herein, then the DCA shall have the right but not the obligation, to purchase such insurance, to terminate the Agreement, or to suspend Consultant's work until proper evidence of insurance is provided. Any amounts paid by the DCA (plus an administrative charge equal to ten percent (10%) of the cost) shall, at the DCA's sole option, be deducted from amounts payable to the Consultant or reimbursed by Consultant upon demand.

viii. **Notice and Prosecution of Claims:** The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

ix. **Disclaimer:** Consultant and each Subconsultant shall have the responsibility to make sure that their insurance programs fit their needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. The DCA makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 20 are adequate to protect Consultant against its undertakings under



this Agreement or its liability to any third party or preclude the DCA from taking any actions as are available to it under the Agreement or otherwise at law.

21. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. The DCA will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from the DCA, Consultant shall cooperate fully with any audit of its billings conducted by the DCA and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

d. Consultant agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative (the State) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Consultant. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

22. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.



b. By signing this Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

c. For agreements over \$100,000, Consultant shall comply with Public Contract Code section 10295.3 and shall not discriminate between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

23. Anti-Terrorism Laws

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and subconsultants:

(A) are not listed in the annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*");

(B) are not owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) are not an individual, entity or organization with which the DCA is prohibited from engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering;

(D) do not commit, threaten or conspire to commit or support "terrorism" as defined in the Executive Order; or

(E) are not named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

In the event that Consultant, its directors, officers, employees, subsidiaries and sub-consultants become an entity that the DCA is prohibited from dealing or otherwise engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering, the DCA shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

24. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised the DCA in writing prior to the date of signing of this Agreement of any known relationships with a third party, the DCA's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.



b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between the DCA's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform the DCA, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit DCA Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing DCA or employer, for any action related to the conduct of the DCA's business, except as specifically provided in the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any DCA Board member, officer or employee.

d. Consultant should be aware of the following provisions regarding current or former state employees. If the Consultant has any questions on the status of any person rendering services or involved with the Agreement, the DCA must be contacted immediately for clarification.

i. Current State Employees: (PCC §10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

ii. Former State Employees: (PCC §10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

iii. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e)).



e. Consultant must disclose to the DCA any activities by the Consultant or sub-consultant involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DCA may immediately terminate this contract if the Consultant fails to disclose the information required by this section. DCA may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

f. The Consultant should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

25. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

26. Use of the DCA's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which the DCA's name is used, or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

27. Termination

The DCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The DCA's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

28. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes,



lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the DCA, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

29. JEPA Terms and Conditions

a. On May 22, 2018, the DCA and the California Department of Water Resources (DWR) entered into a joint exercise of powers agreement (JEPA), available at <http://www.dcdca.org/#docs>. Pursuant to the JEPA, DWR is a third-party beneficiary to this Agreement and reserves all rights set forth in Section 6 of the JEPA. The DCA and Consultant agree that DWR is an intended and express third-party beneficiary of the provisions of this Agreement and shall have the right to enforce the terms and conditions of this Agreement against Consultant or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and Consultant. The DCA's obligation to pay Consultant is an independent obligation from the State's obligation to make payments to the DCA. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to Consultant.

b. Consultant agrees to comply with, and not violate, any applicable terms and conditions set forth in the JEPA, including any terms and conditions set forth in Exhibit F to the JEPA, as it may be amended from time to time.

30. Recycled Content Certification

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the Consultant must complete and return the form DWR 9557, Recycled Content Certification (<https://water.ca.gov/Library/Public-Forms>), for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is made part of this contract by this reference.



31. Child Support Compliance Act

a. For agreements over \$100,000, Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

33. Sweatfree Code of Conduct

a. Consultant contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Consultant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Consultant agrees to cooperate fully in providing reasonable access to the Consultant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Consultant's compliance with the requirements under paragraph (a).

34. Drug-Free Workplace Certification

By signing this Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:



- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract or grant:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

35. Notices

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

~~The~~ DCA
980 9th Street, Suite 2400
Sacramento, CA 95814
Attention: ~~Kathryn~~
Mallon Document Control

Best Best & Krieger
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Mr. Joshua Nelson

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

36. Assignment

This Agreement may be assigned to DWR upon written notice from DWR stating that it has exercised its rights under Section 6(e) of the JEPA, described in Section 29 to this Agreement.



37. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Sacramento County, California.

39. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon



the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DCA. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

43. Political Reform Act

Consultant shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Consultant shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

44. Non-Disclosure

Consultant shall comply with the language stated in the Protection of Confidential and Sensitive Information exhibit and complete the corresponding Non-Disclosure Certificate. The Protection of Confidential and Sensitive Information exhibit and corresponding Non-Disclosure Certificate are attached hereto as Exhibit E and incorporated herein by this reference.

SIGNATURES ON FOLLOWING PAGE



Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

BEST BEST & KRIEGER

THE DCA

By _____

By _____

Print name Joshua Nelson

Name Kathryn Mallon

Title Partner

Title Executive Director

Date 4/27/2020

Date 4/27/2020

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, Preside or any Vice President.)

By _____

Print name

Title

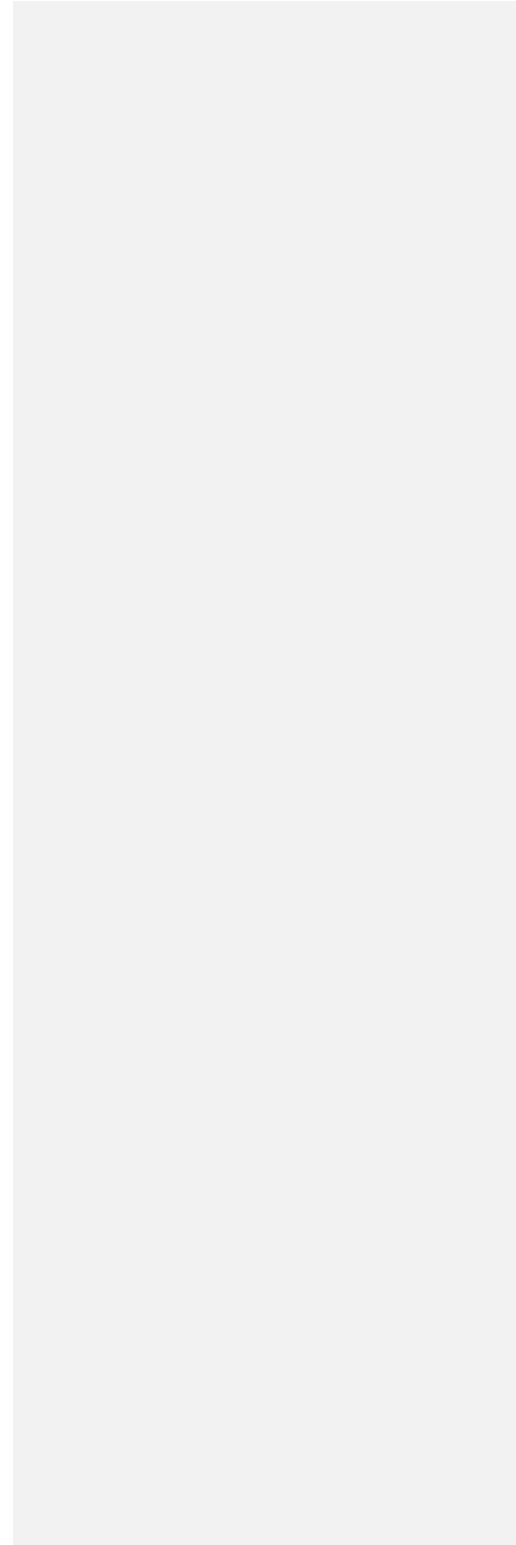
Date

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)

Analyst Initials: agr# - date
In duplicate
Attachments

ATTACHMENT 1 – Respondent’s Participation Form

[NOT USED]



ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DCA Disclosure Category **1**. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Financial Conflict of Interest Prohibition:** Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:
"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."
- c. ~~Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:~~
 - ~~(1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;~~
 - ~~(2) Failure to notify DCA of a potentially disqualifying conflict of interest;~~
 - ~~(3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.~~

Exhibit A: SCOPE OF SERVICES

Best Best & Krieger LLP will provide General Counsel services. General Counsel's overall role is to provide the DCA with legal direction and ensure compliance with applicable laws and regulations. This will include legal services on a number of topics as requested by the DCA including the following:

- General governance legal services including compliance with the Brown Act, Public Records Act, Political Reform Act, conflicts of interest, Government Code, Water Code and other applicable laws and regulations.
- Procurement-related legal services including public works.
- Environmental law including California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter Cologne Water Quality Act.
- Real estate law including easements, rights-of-way, encroachment permits, and other related agreements and negotiations.
- Employment and labor law including retirement benefits.
- Litigation as directed by the DCA Board of Directors or Executive Director.
- Oversight of specialized legal counsel retained by the DCA, including specialized construction counsel.

Exhibit B: SAMPLE TASK ORDER FORM

Task Order					
Task Order No.:		Agreement No.:		Revision No.:	
Consultant:					
Authorized sub-consultant(s):					
Other Direct Costs: (Description and dollars)				\$	
Scope of Services Required					
Deliverable Items					
Period of Performance:	From:		To:		
<input type="checkbox"/> Not to Exceed	<input type="checkbox"/> Fixed Price Amount	\$			
Payment Schedule					
Approvals					
Authorized Consultant Representative:				Date:	
Agreement Administrator:				Date:	

Exhibit C: FEE SCHEDULE

Agreement No. 200003

Respondent shall provide fee schedules for all classifications of personnel that will be working on the project in a separate attachment. In addition, the Respondent shall provide the information requested in the table below for the Key Personnel listed in the proposal.

<i>Personnel Name</i>	<i>Organizational Role</i>	<i>Company Name</i>	<i>Hourly Rate</i>
Joshua Nelson, Partner	General Counsel	Best Best & Krieger LLP (BB&K)	\$395
Kevin Wang, Partner	Assistant General Counsel, Contracts and Procurement	BB&K	\$395
Nancy Park, Partner	Real Estate	BB&K	\$395
Mark Easter, Partner	Eminent Domain	BB&K	\$395
Charity Schiller, Partner	CEQA/Environmental	BB&K	\$395
Laura Fowler, Partner	Labor & Employment	BB&K	\$395
Isabel Safie, Partner	PERS/Benefits	BB&K	\$395
Other Partners or Of Counsel		BB&K	\$395
Associates		BB&K	\$280
PRA Attorneys/Paralegals	PRA Processing	BB&K	\$220
Paralegals		BB&K	\$160

Anticipated Monthly Other Direct Costs: \$0** \$ per month

**BB&K does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs, and office costs, including telephone and fax charges. Additionally, BB&K will not charge for travel costs, postage, or printing. DCA will only be charged for travel and hotel when a BB&K attorney needs to fly in order to attend a meeting.

Exhibit D: ALLOWABLE TRAVEL EXPENSES GUIDELINES

All travel expenses incurred by Consultant and any of its subconsultants shall be subject to the DCA's Allowable Travel Expenses Policy, which is available for review at the following web address: <https://www.dcdca.org/info-center/document-library/>.

All travel expense shall be paid by Consultant unless expressly authorized by this Agreement in writing and in advance by the Agreement Administrator.

Billing and Supporting Documents: Consultant shall submit all supporting documents (receipts) for each expense listed below. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have incurred and reimbursable if airline transportation had been used. Time spent in travel shall not be compensable unless services under this Agreement are actually performed during such travel.

MEALS [NOT REIMBURSABLE]

Hotel Rates

Consultants who incur approved overnight lodging expenses may be reimbursed.

Consultants can book reservations at conveniently located hotels, which have moderate rates. Please see the table below for the maximum allowed by county. If you are unable to find a hotel in the price range below you may submit a "Request for Excess Lodging Rate Request"

Consultants must provide a receipt to claim reimbursement; no reimbursement will be paid without a receipt.

All counties except these listed	Sacramento, Napa, Riverside	Marin	Los Angeles, Orange, Ventura & Edwards AFB, excluding the City of Santa Monica	San Diego, Monterey	Alameda, San Mateo, Santa Clara	City of Santa Monica	San Francisco
90*	95*	110*	120*	125*	140*	150*	250*

***Plus, applicable taxes and fees**

Method of Travel

- Consultants are responsible for determining the need for and method of travel.
- Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the project, considering both direct expense and the consultant's time.

If a consultant chooses and is authorized to use a method of transportation that is:

- Not the least costly,
- Not the typical method of getting from one location to the other, or
- Not "in the best interest of the state," a cost comparison will be prepared, and the consultant shall be reimbursed only the amount that would have been reimbursed had the consultant traveled using the least costly method.

Car Rental [NOT REIMBURSEABLE]

Air Travel

Air Travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the consultant, and not charged to the Agreement. Air travel receipts must include the flight itinerary (including flight number, departure time, arrival time, etc.) and proof of payment.

Taxis/Uber/Lyft [NOT REIMBURSABLE]

Exhibit E: PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION/ NON-DISCLOSURE CERTIFICATE

1. For purposes of this Exhibit, “Consultant” means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority (“DCA”) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively “Contract”). The term “Consultant” also includes Consultant’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.
2. This Exhibit shall apply to all Consultants the terms of whose Contracts with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include

financial, statistical, personal, technical, and other data and information relating to operation of the DCA.

6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Consultant shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Consultants shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Consultants shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Consultant and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Consultant shall maintain a current listing of all Consultant and Affiliate personnel with access to Confidential and Sensitive Information.

10. Consultant shall notify DCA promptly if a security breach involving Confidential or Sensitive Information occurs or if Consultant becomes legally compelled to disclose any Confidential Information.

11. Consultant shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.

14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

15. Consultant shall cooperate with the DCA's Information Security Officer or his or her designee in carrying out the responsibilities set forth in this Exhibit.

16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E to Agreement No. 200003 between Best best & Krieger and ~~The Delta~~ Conveyance Design and Construction Joint Powers Authority. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant: Best best & Krieger LLP

Signed: _____

By: Joshua Nelson

Its: Partner

Date: 4/27/2020

General Counsel's Report

Contact: Josh Nelson, General Counsel

Agenda Date: May 21, 2025, Board Meeting

Item No. 8a

Subject: Status Update

Summary:

The General Counsel continues to assist the DCA on legal matters as requested.

Detailed Report:

The General Counsel continues to provide legal assistance as requested. This included assistance on the items on the agenda and various other procurement matters, including guidance for developing multipliers to be used next fiscal year. Our office also assisted in responding to a records request regarding the communications procurement.

In addition, we continue to monitor the on-going regulatory and court proceedings regarding the Delta Conveyance Project.

Action:

Information, only.

DCP Communications Report

Contact: Janet Barbieri, DWR Communications Manager

Agenda Date: May 21, 2025 Board Meeting

Item No. 8c

Subject: DCP Communications Status Update

Summary:

The DWR Communications Manager will update the Board on overall DCP Communication Efforts and Activities.

Detailed Report:

More details will be presented at the Board Meeting.

Action:

Information, only.