

August 18, 2025

Delta Conveyance Design and Construction Authority
Board of Directors

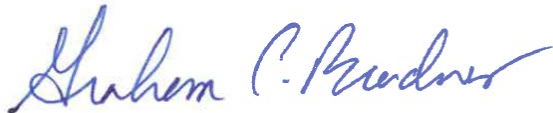
Subject: ***Materials for the August 21, 2025, Regular Board Meeting***

Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Thursday, August 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 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

Thursday, August 21, 2025
1:30 p.m.
Hybrid (Teleconference) Meeting

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

TELECONFERENCE LOCATIONS:

1. Valley Water, 5750 Almaden Expressway, San Jose CA 95118
2. Palmdale Water District, Boardroom, 2029 East Avenue Q, Palmdale, CA 93550

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 87136127235#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/87136127235?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

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) June 18, 2025, Regular Meeting Minutes

7. **DISCUSSION ITEMS**

- (a) August Monthly Board Report

Recommended Action: Information Only.

- (b) DCA Summer Internship Update

Recommended Action: Information Only.

- (c) Sr. Leadership Spotlight – James Morrison, DCA Deputy Executive Director

Recommended Action: Information Only.

- (d) Sr. Leadership Spotlight – Jessyca Sheehan, DCA Communications Manager

Recommended Action: Information Only.

- (e) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide *Strategic Support Services* to Schnabel Engineering.

Recommended Action: Adopt Resolution.

- (f) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide *Strategic Support Services* to National Constructors.

Recommended Action: Adopt Resolution.

- (g) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide *Strategic Support Services and Facilitation Support Services* to Luster National, Inc.

Recommended Action: Adopt Resolution.

- (h) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide *Facilitation Support Services* to Strategic Value Solutions.

Recommended Action: Adopt Resolution.

- (i) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide *Human Resources Support Services* to Municipal Resource Group, LLC.

Recommended Action: Adopt Resolution.

- (j) Consider Passing Resolution Approving an *Advocacy Policy and Delegation of Authority*. Approve policy guidance for legislative and regulatory proposals.

Recommended Action: Adopt Resolution and provide policy guidance by motion.

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) Treasurer's Report
- (c) DCP Communications Report

(d) DWR Environmental Report

(e) Verbal Reports, if any

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

* * * * *

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

October 16, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

December 18, 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

Wednesday, June 18, 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: 82256895816#, <https://dcdca-org.zoom.us/j/82256895816?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 Robert Cheng, Director John Weed, Director Adnan Anabtawi, and Alternate Director Jacquelyn McMillan sitting in for Director Miguel Luna. Director Tony Estremera participated remotely.

Alternate Director in attendance remotely was Dennis LaMoreaux. Alternate Director Michael Plinski attended from the DCA Boardroom; the Board Clerk captured their attendance for the record.

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

Department of Water Resources (DWR) members in attendance were Carrie Buckman and Janet Barbieri.

3. CLOSED SESSION

No public comment requests were received for this item.

4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE

President Milobar opened the regular session at approximately 2:00 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 for this item.

6. APPROVAL OF MINUTES: May 21, 2025, Regular Board Meeting

Recommendation: Approve the May 21, 2025, Regular Board Meeting Minutes

Motion to Approve Minutes from May 21, 2025, as

Noted: Anabtawi
 Second: Martin
 Yeas: Milobar, Martin, McMillan, 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 25-06-01).

7. DISCUSSION ITEMS:

a) June DCA Monthly Report

Informational Item

DCA Executive Director, Graham Bradner, presented the Monthly Report for May 2025 activities to the Board. 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). Engineering studies are being conducted to advance the overall project design and consider potential innovations. The team is also preparing to update the cost estimate and Basis of Design Report planned for early 2027, as well as working on the development of internal management plans, procedures, and workflows for transitioning to the delivery phase in 2027.

In regard to the budget overview, the Board of Directors approved the Fiscal Year (FY) 2024/25 budget of \$43M. DCA has committed a total of \$34.7M through task orders and contracts and, to date, has incurred \$26.3M. The estimate at completion is \$32.9M, which is approximately 23% under budget. The work progress for vendors that have deliverables is at 81% complete with 76% of the committed budget spent. Small Business Enterprise/Disabled Veteran Business Enterprise (SBE/DVBE) Committed contracts participation is 13%, and of that, nine percent (9%) has been invoiced.

Mr. Bradner informed the Board that there are four (4) procurements that are ongoing: Employee Assistance Program, Executive Strategic Support Services, Primavera P6 Cloud Hosting, and various business services.

Lastly, DCA conducted outreach at numerous industry conferences, including the Association of California Water Agencies (ACWA), California Water Association (CWA), Association of Women in Water, Energy and Environment (AWWEE), Water Wise Breakfast of Ventura County, and Rapid Excavation and Tunneling Conference (RETC).

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

b) **Consider Passing Resolution Approving Amended DCA Travel Policy**

Informational Item

DCA General Counsel, Josh Nelson reminded the Board that under the Joint Exercise of Powers Agreement (JEPA) with DWR, the DCA has the ability to reimburse contractors for their travel expenses pursuant to the travel policy, which is approved by the Board of Directors and then concurred by DWR. The existing policy is based on the historical rate methodology for larger vendors. To date, those vendors have traditionally received an all-in multiplier that was added to the base labor, which included reimbursement for expected travel and similar costs.

Beginning FY 2025/26, Staff recommended that the Board consider approving the amended Travel Policy to transition to a more traditional expense reimbursement practice, rather than an all-in multiplier. If a multiplier is utilized, it will exclude travel and other direct costs. A red-line and clean version of the amended Travel Policy was provided in the Board packet for more specific changes.

Director Cheng expressed his gratitude for the effort in establishing contracted rates with various hotels. He pointed out that sometimes in the effort to save money by complying with the GSA rates, it may actually cost the project more through lost time.

Director Martin inquired about the net cost change due to the amendments of the Travel Policy.

Mr. Bradner informed the Board that it is currently a net neutral change, however, there is an expected increase in travel due to the on-site expectation increasing in FY 2025/26.

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

Recommendation: Approve Passing Resolution Approving Amended DCA Travel Policy

Motion to Approve Passing Resolution Approving Amended DCA Travel Policy, as

Noted:	Estremera
Second:	McMillan
Yeas:	Milobar, Martin, McMillan, 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 25-09).

c) **Conduct Public Hearing on FY 2025/26 Budget, Including Discussion of Vacancies and Related Matters, and Consider Passing Resolution Approving FY 2025/26 Budget**

Informational Item

Mr. Bradner informed the Board that the proposed FY 2025/26 budget is \$65M, including an unallocated reserve amount of \$4.2M. In addition to developing and refining an overall program schedule, the specific focus areas are the same as what was mentioned in the presentation of the monthly report Agenda Item.

At the June 12th, 2025 DCA Finance Committee Meeting, the Committee voted by minute order to recommend that the DCA Board of Directors approve the FY 2025/26 Budget.

DCA Finance Committee Chair, Gary Martin, informed the Board that the Committee spent a lot of time reviewing the methodology that was used to compile the budget, the initial draft of the budget, and then the refined draft budget at the respective Committee meetings. He stated that the Committee reached the conclusion that they were prepared to recommend adoption by the Board and thanked the Committee for their time and effort.

Mr. Nelson informed the Board that, pursuant to AB 2561, local agencies are now required to hold a public hearing prior to budget adoption to discuss the status of vacancies and recruitment and retention efforts. The DCA does not have any employees, so this requirement is somewhat inapplicable. However, the DCA will comply with the requirement, and this item serves as both the hearing on the annual budget as well as under AB 2561.

DCA Treasurer, Katano Kasaine, further clarified the budget for FY25/26 starting in July and the funding approved through the end of the fiscal year.

Director Anabtawi mentioned that agency boards have taken action and funding agreement amendments are being wrapped up and this is administrative.

DWR Environmental Manager, Carrie Buckman, responded that Mr. Anabtawi's statement was correct.

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

Recommendation: Approve Passing Resolution Approving FY 2025/26 Budget

Motion to Approve Passing Resolution Approving FY 2025/26 Budget, as

Noted: Martin
Second: Weed
Yeas: Milobar, Martin, McMillan, 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 25-10).

d) Adopt Resolution Approving the Investment Policy

Informational Item

Ms. Kasaine informed the Board that the Investment Policy is brought to the Board annually for their approval. She noted that there was one (1) update to the policy revolving around the credit requirements for the debt securities.

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

Recommendation: Approve Passing Resolution Approving the Investment Policy

Motion to Approve Passing Resolution Approving the Investment Policy, as

Noted: Anabtawi
Second: Cheng
Yeas: Milobar, Martin, McMillan, 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 25-11).

e) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Deputy Executive Director Services to STV, Inc.

Approve Resolution

DCA Chief Contracting Officer, Adrian Brown, provided a presentation to the Board for Agenda Items seven (7)e, seven (7)f, and seven (7)g. The DCA requires the services of professional consultant(s) to provide on-call executive strategic support services. In order to obtain those services, DCA conducted a Request for Qualifications (RFQ) for executive strategic support services, facilitation services, deputy executive director services, and human resources support services.

Staff recommended that the Board to Authorize the Executive Director to negotiate and execute five (5) year professional services agreements with STV Incorporated, Project Neutral, and CohnReznick Advisory.

Director Cheng asked for clarification regarding the award amounts assigned to each consultant.

Mr. Bradner informed the Board that STV would provide Deputy Executive Director services in a full-time role and therefore has the largest contract capacity. The other services are on an as-needed basis and do not require as much.

Director Anabtawi inquired about which contract will fulfill the human resources support need.

Mr. Bradner informed the Board that there will be an additional five (5) awards that will be brought to the Board at the next meeting and one (1) of those will fulfill the human resources support need.

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

Recommendation: Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Deputy Executive Director Services to STV, Inc

Motion to Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Deputy Executive Director Services to STV, Inc, as

Noted:	Martin
Second:	Anabtawi
Yeas:	Milobar, Martin, McMillan, 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 25-12).

- f) **Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic and Facilitation Support Services to Project Neutral.**

Adopt Resolution

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

Recommendation: Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic and Facilitation Support Services to Project Neutral

Motion to Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic and Facilitation Support Services to Project Neutral, as

Noted: Estremera

Second: Anabtawi

Yeas: Milobar, Martin, McMillan, 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 25-13).

- g) **Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to CohnReznick LLC**

Approve Resolution

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

Recommendation: Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to CohnReznick LLC

Motion to Approve Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to CohnReznick LLC, as

Noted: Anabtawi

Second: McMillan
Yeas: Milobar, Martin, McMillan, 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 25-14).

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

Mr. Nelson informed the Board that the written report was included in the meeting packet.

No comments or questions were received from the Board.

b. Treasurer's Report

Ms. Kasaine informed the Board that the written report was included in the meeting packet. As of May 31, 2025, the ending cash balance was \$980,731.00.

Director Anabtawi asked if there is going to be a need for DCA to carry reserves and how Ms. Kasaine envisions things changing in the next couple of years.

Ms. Kasaine informed the Board that all the money is managed by the Delta Conveyance Office (DCO) and the DCA will need to revisit this if the DCA manages the money.

No further comments or questions were received from the Board.

c. DCP Communications Report

DWR Communications Manager, Janet Barbieri, informed the Board that the CPOD hearings conducted a few meetings in June and plan to continue the hearing starting in August. She highlighted the conferences that DCA attended and a few new fact sheets that are available online.

No comments or questions were received from the Board.

d. DWR Environmental Report

DWR Environmental Manager, Carrie Buckman, informed the Board that a big milestone was reached – the team finished the case and chief at the State Board. Next, the protestants will be able to provide their case and chief so then both sides will be able to

Agenda Item 6a

rebuttal. The team is now working on action items that came from receiving the Incidental Take Permit (ITR) and on the certification of consistency with the Delta plan.

Director Robert expressed his gratitude for all of the team's effort.

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

e. Verbal Reports, if any

None.

9. FUTURE AGENDA ITEMS:

None.

10. ADJOURNMENT:

President Milobar adjourned the meeting at 3:18 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 82256895816#, <https://dcdca-org.zoom.us/j/82256895816?from=addon> at 3:07 pm.



August 2025 Monthly Report

Agenda Item 7a

Delivering The Future: DCA At Work

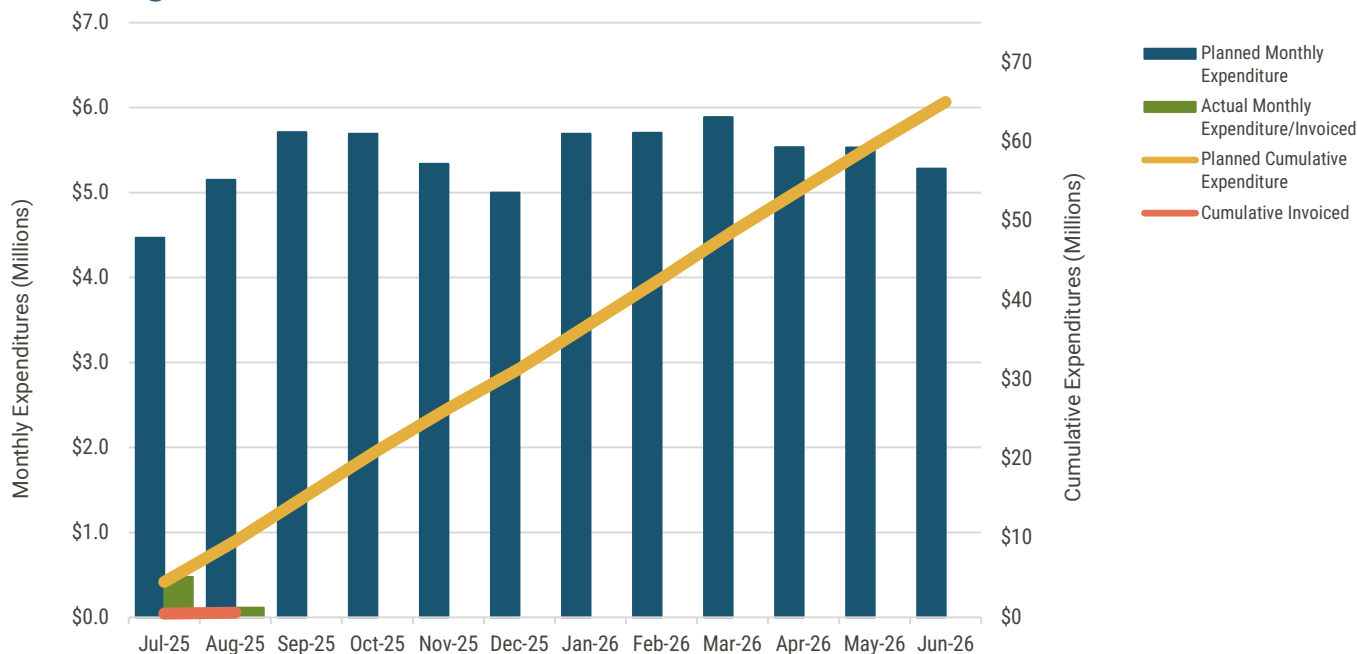
KEY UPDATES FROM ACROSS THE PROJECT

- Support to DWR for ongoing permit efforts including 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



Executive Summary

Budget vs. Actuals



Financials

- FY25/26 Budget = \$65.0M; total committed = \$55.3M; \$0.6M incurred
- Financial Performance: EAC = \$61.3M; 6% under total budget
- Work Progress : 6% complete vs. 5% est. spend (of committed budget)
- SBE/DVBE Participation: 1% of committed contracts; 1% invoiced
- FY24/25 Closeout:
 - Budget = \$43.0M; \$31.4M incurred; EAC = \$31.5M; 26% under total budget

Procurements

- Employee Assistance Program
- Executive Strategic Support Services
- Primavera P6 Cloud Hosting
- Various Business Services

Outreach

- Summer DCP editorial content running from mid-July to late September to educate and correct misinformation
- Released updated project fact sheets: Reducing Impacts & Cost Efficiency ; additional collateral in development
- Attended BIA SoCal Water Conference

Activities and Highlights

TECH SERVICES	LAND ACQUISITION	ENVIRONMENTAL
JULY 2025 HIGHLIGHTS		
<ul style="list-style-type: none"> Finalize and issue the Basis of Design Report and Class III Cost Estimate Workplan Collaborate and with Program Support team in developing and implementing the Preliminary Baseline Schedule Management approach Coordinate with DCA Environmental team to establish CEQA compliance measures for additional fieldwork, including access to permanent installations, as it pertains to property acquisition Develop anticipated 2026 property access requirements, including cash flow projections for future access agreements 	<ul style="list-style-type: none"> Develop and coordinate right of way surveying requirements and activities for 2025 and 2026 Psomas working on a Record Research to map the existing encumbrances of record within the proposed alignment Psomas to complete survey monument reconnaissance in public right-of-way Ordered title reports for 485 potentially impacted parcels; have received approximately half of the ordered reports 	<ul style="list-style-type: none"> Identify site-specific environmental commitments for each project feature to be considered in the Basis of Design Report In coordination with DCO, developing an Environmental Compliance Plan for each key construction feature to be included in the Basis of Design Report Providing environmental permit requirements/commitments input into the schedule update Expanding conceptual design of Compensatory Mitigation features on Bouldin Island and I-5 Ponds
ONGOING		
<ul style="list-style-type: none"> Provide permit support to DWR Develop project-wide Basis of Design Report to inform Class III cost estimate to be released in early 2027 Develop and maintain technical services schedule Coordinate with DCA Environmental Division Leads to support DWR in addressing CEQA coverage for additional fieldwork Assist with coordination of TEP prioritization Coordinate with Exploration Consultant to finalize the geotechnical lab testing schedule 	<ul style="list-style-type: none"> 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 Prepare alternative right-of-way schedules for surveying and early acquisitions 	<ul style="list-style-type: none"> Work with DCO to develop a Tracking/Reporting Tool related to Environmental Commitments that will document compliance in the Basis of Design Report Continue supporting ongoing Change of Point of Diversion hearings at the State Water Resources Control Board

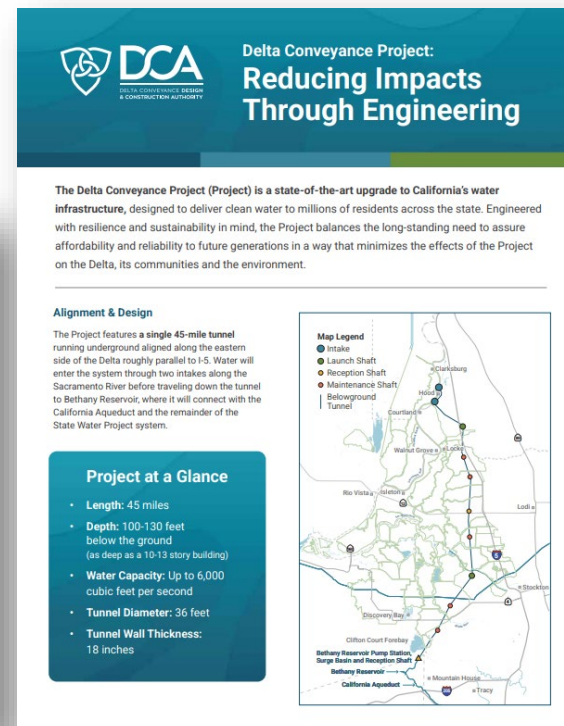
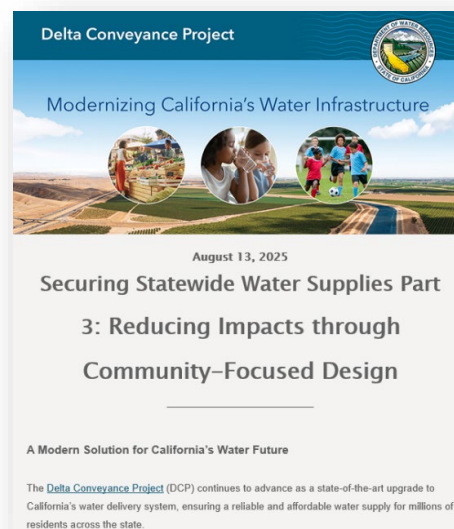
Activities and Highlights

PROGRAM SUPPORT	COMMUNICATIONS	LEGAL	EXECUTIVE OFFICE
JULY 2025 HIGHLIGHTS			
<ul style="list-style-type: none"> • Training, rollout, and implementation of updated monthly progress report system for consultants to enhance data quality and streamline reporting process within a unified database • Workshops to align Work Breakdown Structure with schedule and financial systems • Expansion of Sustainability Working Group to include participation with wider DCA stakeholder group 	<ul style="list-style-type: none"> • Updated fact sheets focused on Reducing Impacts and Cost Efficiency • Updated Monthly Board Report template • Developed Social Media Engagement protocols and Paid Media plan • Developed event scorecard to evaluate 2025-2026 events for DCA engagement 	<ul style="list-style-type: none"> • The DCA Board will consider the second batch of Executive Support procurement agreements at its August meeting 	<ul style="list-style-type: none"> • Analyzing resource needs as we continue to grow the team and move into the next phase • Finalizing negotiations for remaining Executive Support Services agreements; Board consideration for awards at the August 21, 2025 Board meeting • Refining the Monthly Board Report for streamlined reporting of metrics and key activities/milestones • Summer Internship Program
ONGOING			
<ul style="list-style-type: none"> • Integration of Cost & Schedule Work Breakdown Structure • Develop and maintain master program schedule across all functions • Document & File Management System Optimization • Sustainability updates and development of Programmatic Sustainability Plan 	<ul style="list-style-type: none"> • Auditing and refreshing DCA brand guidelines, social channels and communications materials 	<ul style="list-style-type: none"> • Continue Support legal needs for DCA and DWR • Assist Program Support and Executive Office with procurement and contract management efforts 	<ul style="list-style-type: none"> • Close out of FY 24/25 Activities and Task Orders • Plan and prepare for project implementation consideration by PWAs targeted for 2027 • Plan for and participate in industry events to provide project updates

Communications Highlights

Engagement and Activities

- Accountability Action Plan released by Governor Newsom's Office; accompanied by Karla Nemeth video
- Summer DCP editorial content running from mid-July to late September to educate and correct mis-information
- Released updated project fact sheets: Reducing Impacts & Cost Efficiency ; additional collateral in development
- Developed a social media strategy and engagement guidelines
- Attended BIA SoCal Water Conference



Upcoming

- Conducting Communications Assessment Aug-Sept 2025
- Evaluating and confirming 2025-2026 events
- Highlighting new fact sheets on DCA social media and launching paid social media trial activities
- Finalizing updated DCA Brand Guidelines & templates



Budget | SUMMARY

The FY25/26 DCA budget has been approved at \$65.0M (Table 1). We are currently forecasting an Estimate at Completion (EAC) budget of \$61.3M (Table 1), \$3.7M under our approved budget. Planned Geotechnical work has been suspended and is not included in the EAC. The DCA has committed \$55.3M (details in Tables 2 and 3) and has incurred \$0.6M in expenditures since July 1, 2025 (details in Tables 2 and 3). Planned cash flow curves are shown in Figure 1.

Table 1 | Monthly Budget Summary (FY 25/26)

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
Program Management Office						
Executive Office	\$ 5,002,300	\$ 5,002,300	\$ 4,518,283	\$ 114,887	\$ 5,002,300	\$ -
Community Engagement	1,449,000	1,449,000	1,167,351	126,270	1,449,000	-
Program Controls	6,956,000	6,956,000	6,772,372	95	6,959,000	3,000
Administration	5,678,600	5,678,600	5,041,281	324,719	5,875,665	197,065
Procurement & Contract Administration	950,900	950,900	950,731	-	950,900	-
Property	1,269,600	1,269,600	1,268,695	-	1,295,922	26,322
Permitting Management	2,765,000	2,765,000	2,747,678	20,511	2,765,000	-
Health and Safety	400,100	400,100	400,008	-	400,100	-
Quality Management	541,200	541,200	541,190	-	541,200	-
Sustainability	424,600	424,600	424,543	-	424,600	-
Geotechnical Management	818,100	818,100	818,305	-	818,305	205
Survey & Mapping Management	265,900	265,900	303,468	-	303,468	37,568
Program Initiation						
Engineering	\$ 27,260,600	\$ 27,260,600	\$ 27,034,839	\$ -	\$ 27,477,790	\$ 217,190
Program Delivery						
Project Delivery	\$ 11,218,100	\$ 11,218,100	\$ 3,332,710	\$ -	\$ 7,060,882	\$ (4,157,218)
	\$ 65,000,000	\$ 65,000,000	\$ 55,321,453	\$ 586,482	\$ 61,324,131	\$ (3,675,869)

Budget | DETAIL

Table 2 | FY 25/26 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	\$ 65,000,000	\$ 65,000,000	\$ 55,321,453	\$ -	\$ 586,482	\$ 64,413,518	1%	\$ 61,324,131	\$ (3,675,869)
Executive Office	5,002,300	5,002,300	4,518,283	-	114,887	4,887,413	3%	5,002,300	-
Executive Office	3,276,700	3,276,700	3,138,880	-	76,027	3,200,673	2%	3,336,700	60,000
Legal	520,000	520,000	519,979	-	-	520,000	0%	520,000	-
Audit	18,000	18,000	18,000	-	-	18,000	0%	18,000	-
Treasury	355,300	355,300	347,613	-	38,860	316,440	11%	355,300	-
Human Resources	832,300	832,300	493,811	-	-	832,300	0%	772,300	(60,000)
Community Engagement	1,449,000	1,449,000	1,167,351	-	126,270	1,322,730	11%	1,449,000	-
Management	823,900	823,900	823,661	-	103,696	720,204	13%	823,900	-
Community Coordination	250,000	250,000	-	-	-	250,000	0%	250,000	-
Outreach	375,100	375,100	343,690	-	22,573	352,527	7%	375,100	-
Program Controls	6,956,000	6,956,000	6,772,372	-	95	6,955,905	0%	6,959,000	3,000
Management	477,100	477,100	480,020	-	95	477,005	0%	480,100	3,000
Risk Management	349,700	349,700	349,631	-	-	349,700	0%	349,700	-
Cost Management	1,952,200	1,952,200	1,952,115	-	-	1,952,200	0%	1,952,200	-
Schedule Management	1,448,500	1,448,500	1,448,473	-	-	1,448,500	0%	1,448,500	-
Document Management	695,800	695,800	695,770	-	-	695,800	0%	695,800	-
Cost Estimating	158,300	158,300	158,210	-	-	158,300	0%	158,300	-
Governance	1,688,300	1,688,300	1,688,154	-	-	1,688,300	0%	1,688,300	-
Asset Management	186,100	186,100	-	-	-	186,100	0%	186,100	-
Administration	5,678,600	5,678,600	5,041,281	-	324,719	5,353,881	6%	5,875,665	197,065
Management	1,776,300	1,776,300	1,776,221	-	-	1,776,300	0%	1,776,300	-
Facilities	1,675,300	1,675,300	1,441,582	-	232,576	1,442,724	16%	1,681,293	5,993
Information Technology	2,227,000	2,227,000	1,823,478	-	92,143	2,134,857	5%	2,418,072	191,072
Procurement & Contract Administration	950,900	950,900	950,731	-	-	950,900	0%	950,900	-
Procurement Management	950,900	950,900	950,731	-	-	950,900	0%	950,900	-

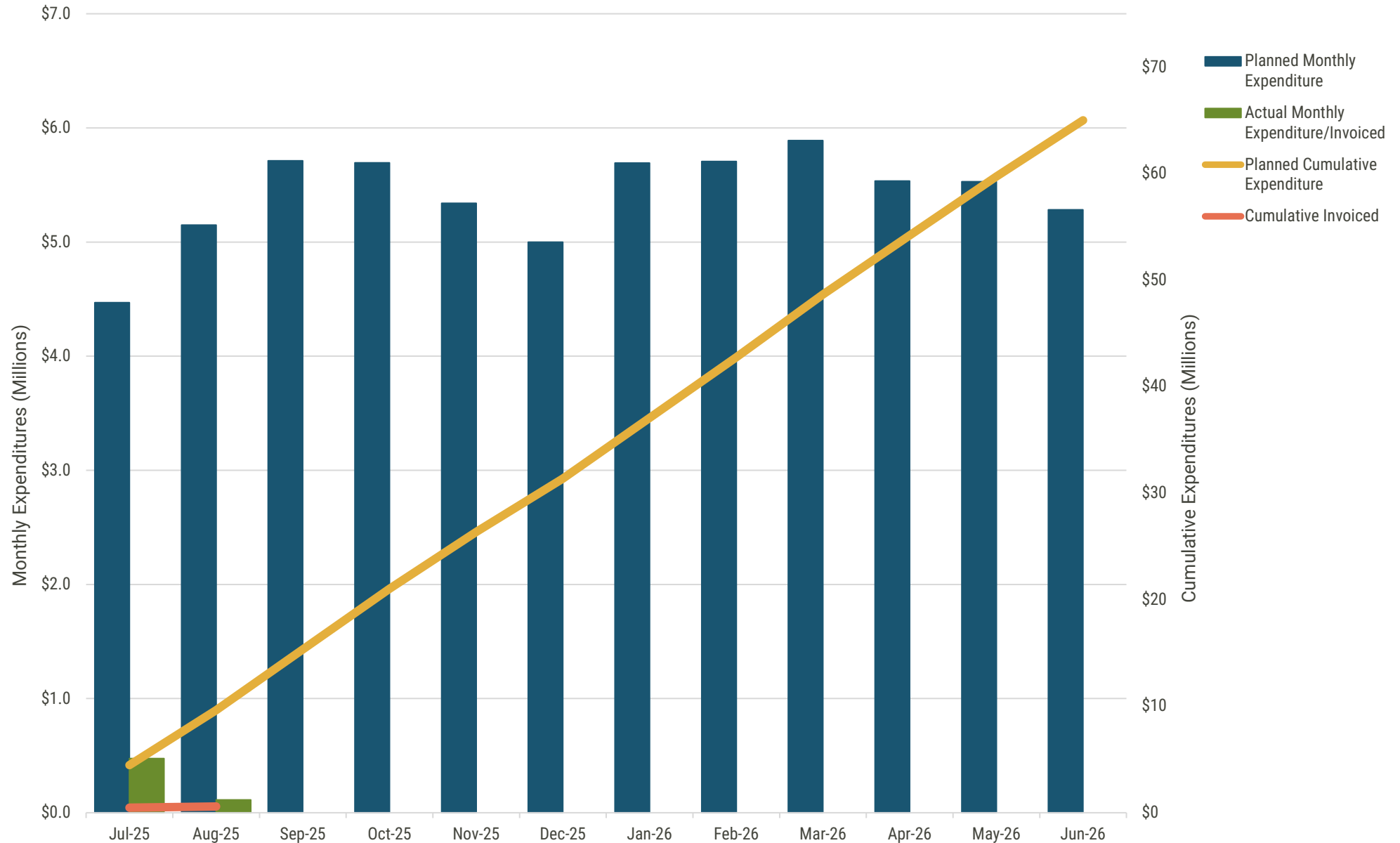
Budget | DETAIL

Table 2 | FY 25/26 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	1,269,600	1,269,600	1,268,695	-	-	1,269,600	0%	1,295,922	26,322
Management	-	-	-	-	-	-	0%	-	-
Property Agents	118,900	118,900	118,067	-	-	118,900	0%	118,900	-
Temporary Entrance Permits	826,900	826,900	800,506	-	-	826,900	0%	826,900	-
L& Purchase	173,800	173,800	200,122	-	-	173,800	0%	200,122	26,322
Court Ordered Entry	150,000	150,000	150,000	-	-	150,000	0%	150,000	-
Permitting Management	2,765,000	2,765,000	2,747,678	-	20,511	2,744,489	1%	2,765,000	-
Management	2,124,200	2,124,200	2,124,095	-	20,511	2,103,689	1%	2,124,200	-
Permit Monitoring & Compliance	640,800	640,800	623,582	-	-	640,800	0%	640,800	-
Health & Safety	400,100	400,100	400,008	-	-	400,100	0%	400,100	-
Management	400,100	400,100	400,008	-	-	400,100	0%	400,100	-
Quality Management	541,200	541,200	541,190	-	-	541,200	0%	541,200	-
Management & Auditing	541,200	541,200	541,190	-	-	541,200	0%	541,200	-
Sustainability	424,600	424,600	424,543	-	-	424,600	0%	424,600	-
Management	424,600	424,600	424,543	-	-	424,600	0%	424,600	-
Geotechnical Management	818,100	818,100	818,305	-	-	818,100	0%	818,305	205
Management	818,100	818,100	818,305	-	-	818,100	0%	818,305	205
Survey & Mapping Management	265,900	265,900	303,468	-	-	265,900	0%	303,468	37,568
Management	265,900	265,900	303,468	-	-	265,900	0%	303,468	37,568
Engineering	27,260,600	27,260,600	27,034,839	-	-	27,260,600	0%	27,477,790	217,190
Management & Administration	3,475,300	3,475,300	3,032,506	-	-	3,475,300	0%	3,475,300	-
Facility Studies	50,500	50,500	50,426	-	-	50,500	0%	50,500	-
Basis of Design Reports	21,091,900	21,091,900	21,309,090	-	-	21,091,900	0%	21,309,090	217,190
Program Delivery Planning	2,440,500	2,440,500	2,440,435	-	-	2,440,500	0%	2,440,500	-
Permit Engineering Support	202,400	202,400	202,382	-	-	202,400	0%	202,400	-
Project Delivery	11,218,100	11,218,100	3,332,710	-	-	11,218,100	0%	7,060,882	(4,157,218)
Project Geotechnical	5,189,900	5,189,900	1,514,031	-	-	5,189,900	0%	1,514,031	(3,675,869)
Project Surveying & Mapping	1,818,700	1,818,700	1,818,679	-	-	1,818,700	0%	1,818,700	-
Undefined Allowance	4,209,500	4,209,500	-	-	-	4,209,500	0%	3,728,151	(481,349)

Budget | DETAIL

Figure 1| FY 25/26 Cash Flow to Date



Contracts

Table 3 - Contract Summary (FY 25/26)

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Delta Conveyance	\$ 55,321,453	\$ 586,482	1%
Jacobs Engineering Group	\$ 31,460,186	\$ -	0%
Hamner, Jewell & Associates	\$ 63,995	\$ -	0%
Bender Rosenthal, Inc.	\$ 650,628	\$ -	0%
Associated Right of Way Services, Inc.	\$ 54,072	\$ -	0%
Psomas	\$ 1,818,679	\$ -	0%
Parsons	\$ 12,180,848	\$ -	0%
Prime US-Park Tower, LLC	\$ 1,342,276	\$ 220,035	16%
110 Holdings dba Launch Consulting, LLC	\$ 814,225	\$ 49,986	6%
JAMBO-Silvacom LTD	\$ 39,598	\$ 36,665	93%
Best Best & Krieger	\$ 519,979	\$ -	0%
Metropolitan Water District of S. California	\$ 624,250	\$ -	0%
Dept of Water Resources	\$ 500,000	\$ -	0%
AECOM Technical Services	\$ 1,514,031	\$ -	0%
Gwendolyn Buchholz, Permit Engineer Inc	\$ 245,913	\$ 20,511	8%
Bradner Consulting LLC	\$ 629,610	\$ 52,077	8%
Alliant Insurance	\$ 30,040	\$ 27,549	92%
Lucas Public Affairs, LLC	\$ 1,055,575	\$ 126,270	12%
STV Incorporated	\$ 976,588	\$ -	0%
LuxBus America	\$ 18,750	\$ -	0%
CohnReznick Advisory LLC	\$ 572,275	\$ 23,950	4%
Project Neutral, Inc.	\$ 33,705	\$ -	0%
Caltronics Business Systems	\$ 34,989	\$ 4,275	12%
Miles Treaster & Associates	\$ 18,000	\$ -	0%
Matthew Ian Keogh	\$ 15,600	\$ -	0%
Agreements <\$15k	\$ 107,641	\$ 25,165	23%

S/DVBE Status

FY 25/26

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
\$55,321,453	\$586,482	\$803,684	\$0	\$4,275	\$0	1%	0%	1%	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/DVBE % Invoiced
AECOM Technical Services			\$1,514,031	\$0	\$0	\$0	0.0%	0.0%
	ISI	SBE			\$0	\$0	0.0%	0.0%
	WRES	SBE			\$0	\$0	0.0%	0.0%
Associated Right of Way Services, Inc.			\$54,072	\$0	\$54,072	\$0	100.0%	100.0%
Bender Rosenthal, Inc.			\$650,628	\$0	\$650,628	\$0	100.0%	100.0%
Caltronics Business Systems			\$34,989	\$4,275	\$34,989	\$4,275	100.0%	100.0%
Hamner, Jewell & Associates			\$63,995	\$0	\$63,995	\$0	100.0%	100.0%
Lucas Public Affairs, LLC			\$1,055,575	\$126,270	\$0	\$0	0.0%	0.0%
	Lunia Blue	SBE			\$0	\$0	0.0%	0.0%
Jacobs Engineering Group			\$31,460,186	\$0	\$0	\$0	0.0%	0.0%
	5RMK	SBE			\$0	\$0	0.0%	0.0%
	JMA	SBE			\$0	\$0	0.0%	0.0%
	Peter Wiseman	SBE			\$0	\$0	0.0%	0.0%
	Robert Marshall	SBE			\$0	\$0	0.0%	0.0%
	REY Engineers	SBE			\$0	\$0	0.0%	0.0%
Parsons			\$12,180,848	\$0	\$0	\$0	0.0%	0.0%
	Chaves	SBE			\$0	\$0	0.0%	0.0%

Fiscal Year 2024/25 Financial Reports

Budget | SUMMARY

The FY24/25 DCA budget was approved at \$43.0M (Table 1A). We are currently forecasting an Estimate at Completion (EAC) budget of \$31.5M (Table 1A), \$11.5M under our approved budget. The new EAC reflects an estimate of the final invoices for FY24/25, two of which still need to be submitted. The DCA has incurred \$31.4M in expenditures through the end of June (details in Table 2A). Planned vs. Actual cash flow curves are shown in Figure 1A. Commitments will be reduced as part of end of the year close out.

Table 1A | 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	\$ 2,951,361	\$ 2,373,578	\$ 2,396,653	\$ (2,543,047)
Community Engagement	1,224,600	1,224,600	1,135,320	1,044,043	1,044,043	(180,557)
Program Controls	4,905,500	4,905,500	5,782,606	5,271,873	5,271,873	366,373
Administration	3,535,700	3,535,700	3,830,927	3,708,986	3,708,986	173,286
Procurement & Contract Administration	762,900	762,900	762,490	648,000	648,000	(114,900)
Property	1,028,300	1,028,300	1,179,879	530,075	530,075	(498,225)
Permitting Management	1,254,600	1,254,600	879,493	710,868	710,869	(543,731)
Health and Safety	431,600	431,600	431,592	400,235	400,235	(31,365)
Quality Management	698,600	698,600	413,160	410,838	410,838	(287,762)
Sustainability	501,500	501,500	494,292	430,320	430,320	(71,181)
Engineering Management	-	-	370,000	419,900	419,900	419,900
Geotechnical Management	444,300	444,300	419,230	340,946	340,946	(103,354)
Survey & Mapping Management	-	-	195,000	146,576	146,576	146,576
Program Initiation						
Engineering	\$ 13,938,700	\$ 13,938,700	\$ 13,738,522	\$ 13,359,598	\$ 13,359,598	\$ (579,102)
Program Delivery						
Project Delivery	\$ 9,334,200	\$ 9,334,200	\$ 2,196,989	\$ 1,649,485	\$ 1,649,485	\$ (7,684,715)
	\$ 43,000,200	\$ 43,000,200	\$ 34,780,863	\$ 31,445,322	\$ 31,468,398	\$ (11,531,802)

Budget

Table 2A | 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	\$ 34,780,863	\$ -	\$ 31,445,322	\$ 11,554,878	90%	\$ 31,468,398	\$ (11,531,802)
Executive Office	4,939,700	4,939,700	2,951,361	-	2,373,578	2,566,122	80%	2,396,653	(2,543,047)
Executive Office	1,974,700	1,974,700	1,819,946	-	1,771,170	203,530	97%	1,794,245	(180,455)
Legal	497,200	497,200	497,162	-	280,356	216,844	56%	280,356	(216,844)
Audit	18,000	18,000	-	-	-	18,000	0%	-	(18,000)
Treasury	338,000	338,000	347,513	-	182,803	155,197	53%	182,803	(155,197)
Human Resources	258,800	258,800	286,740	-	139,250	119,550	49%	139,250	(119,550)
Undefined Allowance	1,853,000	1,853,000	-	-	-	1,853,000	0%	-	(1,853,000)
Community Engagement	1,224,600	1,224,600	1,135,320	-	1,044,043	180,557	92%	1,044,043	(180,557)
Management	456,800	456,800	648,555	-	613,442	(156,642)	95%	613,442	156,642
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	517,800	517,800	486,765	-	430,602	87,198	88%	430,602	(87,198)
Program Controls	4,905,500	4,905,500	5,782,606	-	5,271,873	(366,373)	91%	5,271,873	366,373
Management	651,000	651,000	688,469	-	676,783	(25,783)	98%	676,783	25,783
Cost Management	843,600	843,600	1,156,867	-	1,139,276	(295,676)	98%	1,139,276	295,676
Schedule Management	1,688,800	1,688,800	1,733,454	-	1,419,253	269,547	82%	1,419,253	(269,547)
Document Management	481,400	481,400	459,840	-	392,216	89,184	85%	392,216	(89,184)
Governance	911,300	911,300	1,379,816	-	1,283,219	(371,919)	93%	1,283,219	371,919
Asset Management	329,400	329,400	364,160	-	361,127	(31,727)	99%	361,127	31,727
Administration	3,535,700	3,535,700	3,830,927	-	3,708,986	(173,286)	97%	3,708,986	173,286
Management	948,700	948,700	1,088,840	-	1,048,707	(100,007)	96%	1,048,707	100,007
Facilities	1,496,200	1,496,200	1,556,074	-	1,504,824	(8,624)	97%	1,504,824	8,624
Information Technology	1,090,800	1,090,800	1,186,013	-	1,155,455	(64,655)	97%	1,155,455	64,655
Procurement & Contract Administration	762,900	762,900	762,490	-	648,000	114,900	85%	648,000	(114,900)
Procurement Management	762,900	762,900	762,490	-	648,000	114,900	85%	648,000	(114,900)

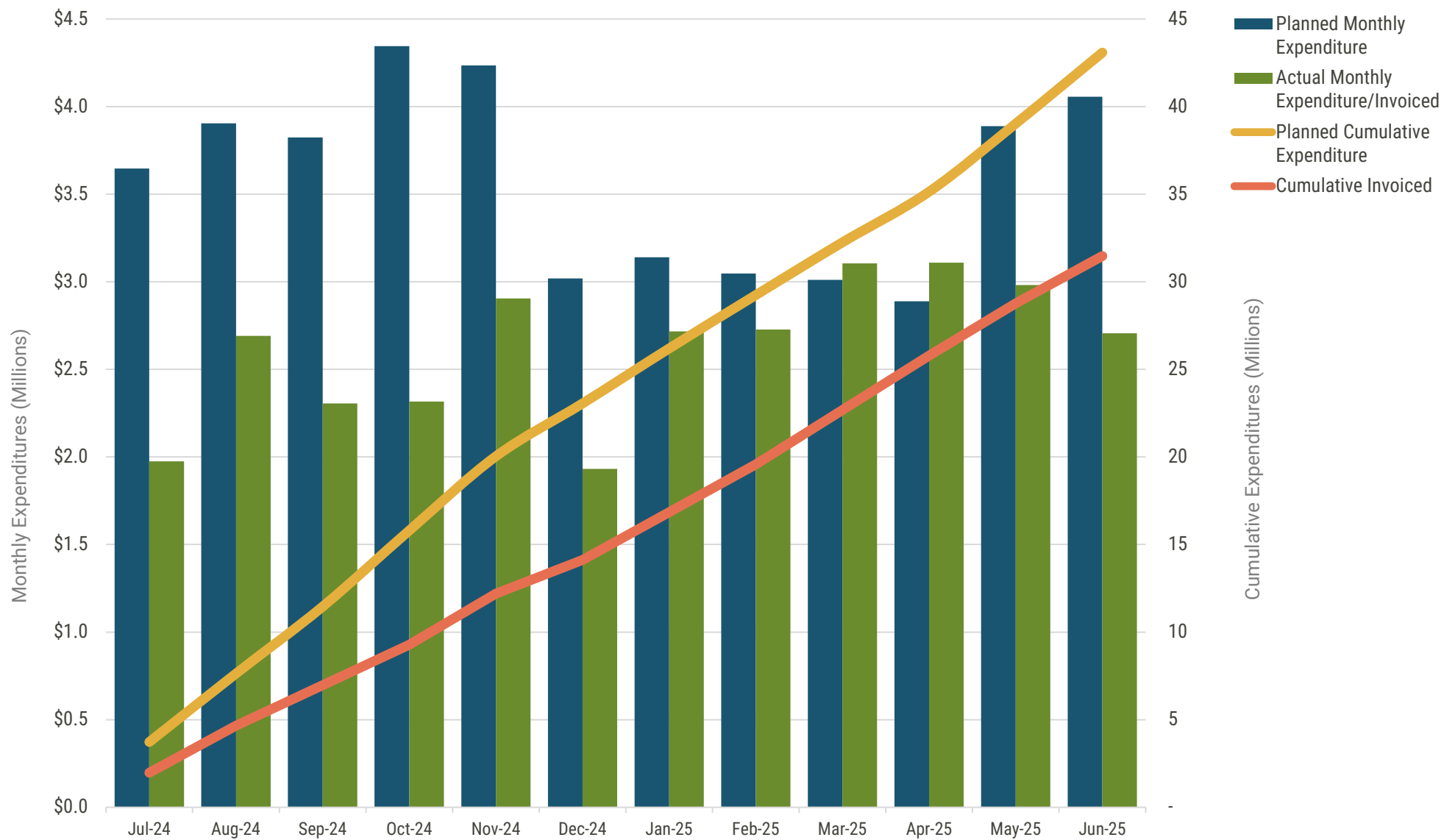
Budget

Table 2A | 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	-	530,075	498,225	45%	530,075	(498,225)
Property Agents	501,200	501,200	151,587	-	34,623	466,577	23%	34,623	(466,577)
Temporary Entrance Permits	477,100	477,100	377,042	-	222,512	254,588	59%	222,512	(254,588)
Land Purchase	-	-	550,000	-	171,690	(171,690)	31%	171,690	171,690
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	879,493	-	710,868	543,732	81%	710,869	(543,731)
Management	534,700	534,700	759,686	-	650,284	(115,584)	86%	650,284	115,584
Permit Monitoring and Compliance	719,900	719,900	119,807	-	60,585	659,315	51%	60,585	(659,315)
Health and Safety	431,600	431,600	431,592	-	400,235	31,365	93%	400,235	(31,365)
Management	431,600	431,600	431,592	-	400,235	31,365	93%	400,235	(31,365)
Quality Management	698,600	698,600	413,160	-	410,838	287,762	99%	410,838	(287,762)
Management & Auditing	698,600	698,600	413,160	-	410,838	287,762	99%	410,838	(287,762)
Sustainability	501,500	501,500	494,292	-	430,320	71,181	87%	430,320	(71,181)
Management	501,500	501,500	494,292	-	430,320	71,181	87%	430,320	(71,181)
Engineering Management	-	-	370,000	-	419,900	(419,900)	113%	419,900	419,900
Program Delivery Planning	-	-	370,000	-	419,900	(419,900)	113%	419,900	419,900
Geotechnical Management	444,300	444,300	419,230	-	340,946	103,354	81%	340,946	(103,354)
Management	444,300	444,300	419,230	-	340,946	103,354	81%	340,946	(103,354)
Survey and Mapping Management	-	-	195,000	-	146,576	(146,576)	75%	146,576	146,576
Management	-	-	195,000	-	146,576	(146,576)	75%	146,576	146,576
Engineering	13,938,700	13,938,700	13,738,522	-	13,359,598	579,102	97%	13,359,598	(579,102)
Management & Administration	1,141,900	1,141,900	1,496,843	-	1,480,429	(338,529)	99%	1,480,429	338,529
Facility Studies	5,657,900	5,657,900	8,517,838	-	8,458,226	(2,800,326)	99%	8,458,226	2,800,326
Project Definition Reports	6,937,300	6,937,300	1,347,283	-	1,336,923	5,600,377	99%	1,336,923	(5,600,377)
Basis of Design Reports	-	-	2,200,000	-	1,984,360	(1,984,360)	90%	1,984,360	1,984,360
Permit Engineering Support	201,600	201,600	176,557	-	99,660	101,940	56%	99,660	(101,940)
Project Delivery	9,334,200	9,334,200	2,196,989	-	1,649,485	7,684,715	75%	1,649,485	(7,684,715)
Project Geotechnical	9,334,200	9,334,200	1,851,989	-	1,552,565	7,781,635	84%	1,552,565	(7,781,635)
Project Surveying and Mapping	-	-	345,000	-	96,921	(96,921)	28%	96,921	96,921

Budget

Figure 1A | FY 24/25 Cash Flow to Date



Contracts

Table 3A - Contract Summary (FY 24/25)

Description	Commitment Amount		Invoiced to Date		Percent Invoiced
Delta Conveyance	\$	34,780,863	\$	31,445,322	90%
e-Builder, Inc.	\$	156,304	\$	156,304	100%
Jacobs Engineering Group	\$	16,702,031	\$	15,718,161	94%
Hamner, Jewell & Associates	\$	58,284	\$	7,366	13%
Bender Rosenthal, Inc.	\$	803,453	\$	321,925	40%
Associated Right of Way Services, Inc.	\$	34,911	\$	3,243	9%
Psomas	\$	345,000	\$	96,921	28%
Parsons	\$	9,521,105	\$	8,997,493	95%
Prime US-Park Tower, LLC	\$	1,362,382	\$	1,333,841	98%
110 Holdings dba Launch Consulting, LLC	\$	371,864	\$	358,796	96%
VMA Communications, Inc.	\$	834,521	\$	806,504	97%
JAMBO-Silvacom LTD	\$	34,920	\$	34,920	100%
Best Best & Krieger	\$	497,162	\$	280,356	56%
Metropolitan Water District of S. California	\$	536,142	\$	224,253	42%
Dept of Water Resources	\$	151,250	\$	130,270	86%
AECOM Technical Services	\$	1,851,989	\$	1,552,565	84%
Gwendolyn Buchholz, Permit Engineer Inc	\$	150,000	\$	149,975	100%
IRIS Intelligence, LLC	\$	27,830	\$	27,830	100%
Alliant Insurance	\$	27,549	\$	27,549	100%
Consolidated Communications, Inc.	\$	34,193	\$	34,193	100%
AT&T	\$	23,821	\$	23,821	100%
Caltronics Government Services	\$	37,700	\$	30,976	82%
AMI-SPL LLC	\$	120,293	\$	116,238	97%
Bradner Consulting LLC	\$	611,271	\$	611,271	100%
Miles Treaster & Associates	\$	18,000	\$	13,440	75%
onPar Advisors LLC	\$	62,883	\$	62,883	100%
Matthew Ian Keogh	\$	15,600	\$	5,119	33%
D.R. McNatty & Associates, Inc.	\$	17,289	\$	17,289	100%
LuxBus America	\$	25,000	\$	5,220	21%
Lucas Public Affairs, LLC	\$	125,980	\$	125,965	100%
Mythics VII, LLC	\$	33,349	\$	33,349	100%
Morrison Engineering, LLC	\$	74,999	\$	73,600	98%
STV Incorporated	\$	24,940	\$	-	0%
Agreements <\$15k	\$	88,849	\$	63,688	72%

S/DVBE Status

FY 24/25

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
\$34,780,863	\$31,445,322	\$4,659,800	\$0	\$2,728,429	\$0	13%	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 Technical Services			\$1,851,989	\$1,552,565	\$138,172	\$29,559	7.5%	1.9%
	ISI	SBE			\$91,827	\$7,134	5.0%	0.5%
	WRES	SBE			\$46,345	\$22,425	2.5%	1.4%
Associated Right of Way Services, Inc.			\$34,911	\$3,898	\$34,911	\$3,898	100.0%	100.0%
Bender Rosenthal, Inc.			\$803,453	\$321,925	\$803,453	\$321,925	100.0%	100.0%
Caltronics Government Services			\$37,700	\$30,976	\$37,700	\$30,976	100.0%	100.0%
Hamner, Jewell & Associates			\$58,284	\$7,366	\$58,284	\$7,366	100.0%	100.0%
Lucas Public Affairs, LLC			\$125,980	\$125,965	\$22,260	\$21,465	17.7%	17.0%
	Lunia Blue	SBE			\$22,260	\$21,465	17.7%	17.0%
Jacobs Engineering Group			\$16,702,031	\$15,718,161	\$770,000	\$242,949	4.6%	1.5%
	5RMK	SBE			\$80,000	\$71,533	0.5%	0.5%
	JMA	SBE			\$400,000	\$89,352	2.4%	0.6%
	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	\$80,464	1.6%	0.5%
Parsons			\$9,521,105	\$8,997,493	\$2,013,920	\$1,459,863	21.2%	16.2%
	Chaves	SBE			\$2,013,920	\$1,459,863	21.2%	16.2%
VMA Communications, Inc.			\$810,764	\$788,776	\$781,100	\$610,428	96.3%	77.4%
	Diana Orozco & Associates	SBE			\$559	\$559	0.1%	0.1%

Contract Procurement

Open Procurements

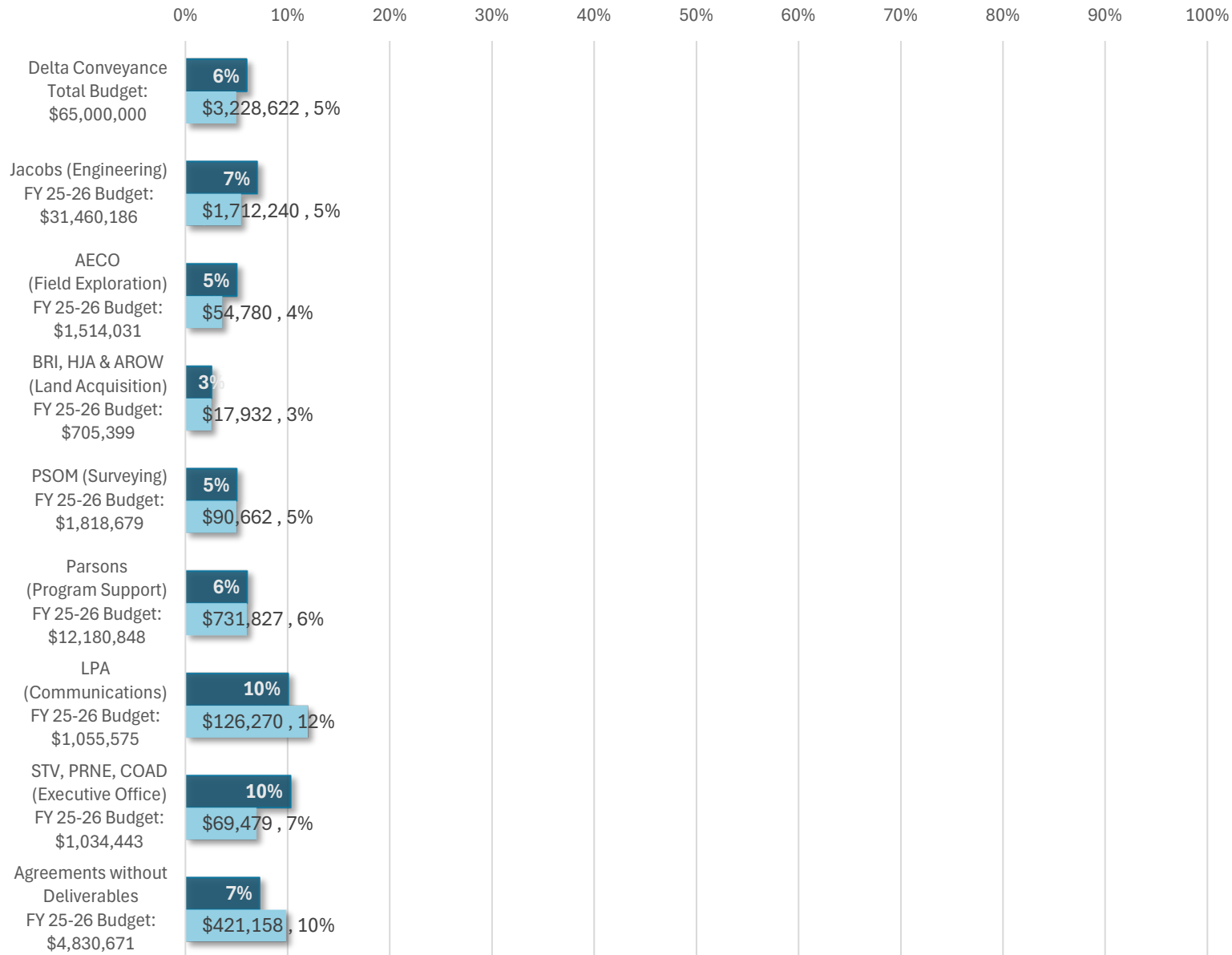
Procurement Name	Planning/ Estimated Value	Annual Budget	Contracted Value	Procurement Method	Procurement Start	Target NTP Date	Anticipated Term
Executive Strategic Support Services							
Qualifications Based Selection	\$150,000	N/A	\$1,000,000	Services & Consulting with Task Orders	25-Mar	25-Jun	4 years
Employee Assistance Program							
General Services	\$30,400	\$30,400	TBD	Direct Contract	25-Jul	25-Jul	5 years

Progress Reporting

As of 7/30/2025

Progress Reporting Notes

'Estimate of expenditures' provides an approximation of costs through the prior month. Actual costs may be revised based on invoice details.



■ Percent Complete

■ Estimate of Expenditures

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 21, 2025, Board Meeting

Item No.7e

Subject:

Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to Schnabel Engineering

Executive Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, Schnabel Engineering West, Inc., to provide Executive Strategic Support Services for a term of five (5) years with a maximum amount payable of \$1,000,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction Authority (“DCA”) currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources’ (DWR) dedicated office for the Delta Conveyance Project (“DCP”) through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of professional consultant(s) to provide executive strategic support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The executive strategic support services consultant will 1) assist the Executive Director/ Executive Leadership team with topics related to organizational growth and transition, governance, funding management, finance, contracts, and risk, 2) assist the Executive Director with planning, development, and implementation of strategic goals and initiatives for executive leadership, 3) assist the Executive Director by leading and supporting efforts associated with strategic planning or organizational planning and reviews, 4) support the Executive Director with development, review and refinement of DCA’s strategic plans, Program Management Plan, and other high-level strategic plans and documents, 5) attend strategic or routine meetings as requested by the Executive Director.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of eight (8) statements of qualifications (SOQs) were received for the category of executive strategic support services. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General Manager.

The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and ranked prospective candidates.

The selected candidate is Schnabel Engineering West, Inc., Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with Schnabel Engineering West, Inc., to provide Executive Strategic Support services for a term of five (5) years, in a not-to-exceed amount of \$1,000,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$1,000,000 with Schnabel Engineering West, Inc., for Executive Strategic Support services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Executive Strategic Support services

Exhibit A – Agreement for Executive Strategic Support Services with Schnabel Engineering West, Inc.

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

Whereas, there is a need to procure Executive Strategic Support Services; and

Whereas, Schnabel Engineering West, Inc., was selected via a request for qualifications solicitation followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with Schnabel Engineering West, Inc., to provide Executive Strategic Support services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$1,000,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task Orders as and when needed to direct the progress of work and expenditures, consistent with Board-adopted budgets.

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250007

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 Schnabel Engineering West, Inc., 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 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 On-Call Executive Strategic 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 On-Call Executive Strategic 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.

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.

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 August 21, 2025, through August 20, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-year increments.

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, 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. Consultant's Representative Consultant hereby designates Juan Sorensen 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: Juan Sorensen

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.



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. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. 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.

c. 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.

d. 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. The Fee Schedule includes the rates and expenses of any approved 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 in writing by DCA.

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 \$1,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$800,000 (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 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, Suite 2400, 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.

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 an 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 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 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. THIS SECTION IS RESERVED

18. 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 ordinarily used by members of its profession practicing in the same or similar locality under similar circumstances at the time the work is performed. 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.

19. 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.

20. 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.

21. 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 21. 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 21:

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 additional 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 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 21. 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 21 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 21. 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 obtained pursuant to this Section 21, 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 20, 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 21 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 21 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.**

27. 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.**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).

35. 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.

36. 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

Schnabel Engineering West, Inc.
10900 Nuckols Road, Ste 210
Glen Allen, VA 23060
Attention: Mr. Juan Sorensen

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. 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.

44. 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.

45. 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.

Schnabel Engineering West, Inc.

DCA

By _____

By _____

Juan Sorensen

Graham Bradner

Title: Senior Vice President

DCA Executive Director

Date: August 21, 2025

Date: August 21, 2025

(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 _____

Joshua Nelson

DCA General Counsel

Date: August 21, 2025

Attachments

ATTACHMENT 1

ATTACHMENT F

RESPONDENT'S PARTICIPATION FORM

Name of Firm: Schnabel Engineering West, Inc.

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Schnabel Engineering West 10900 Nucklos Rd, Ste 210 Glen Allen, VA 23060 (206) 573-5190	Respondent	strategic assistance on project delivery, contract packaging, and procurement approaches; drafting and negotiating	TBD	No	No
Juan Sorensen jsorensen@schnabel-eng.com		contracts; and helping resolve problems arising during project execution			
Capital Project Strategies, LLC 11710 Plaza America Drive, Suite 2000 Reston, Virginia 20190 (703) 871-5079	Sub-consultant	strategic assistance on project delivery, contract packaging, and procurement approaches; drafting and negotiating	TBD	No	No
Michael C. Loulakis, Esq., FDBIA President/CEO mloulakis@cp-strategies.com		contracts; and helping resolve problems arising during project execution			

(You may attach additional sheets if needed)

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 Agreement and shall be grounds for immediate termination of this Agreement:
 - (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

Scope:

The Consultant will provide On-Call Executive Strategic Support Services as requested for the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

Executive Strategic Support Services

- Provide strategic advice or direction associated with the effective management and delivery of large public sector infrastructure projects.
- Lead or support efforts associated with strategic planning or organizational planning and reviews. Areas of focus could include organizational growth and transition, governance, funding management, finance, contracts, and risk.
- Services may include the development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents.
- Participate in senior review panels or perform independent review of technical or programmatic work developed for the DCP.
- Attendance at strategic or routine meetings as requested by the Executive Director.



Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To:
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

<DELETE THESE INSTRUCTIONS FROM FINAL VERSION. Scope must be broken out by Task Order Budget Summary (Attachment C)

Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

Task 1: Task Description

- 1.

Task 2: Task Description

- 1.

Task 3: Task Description

- 1.

Attachment B - Deliverables
Consultant | Agreement # | Task Order XXXX

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

Exhibit B: Sample Task Order

Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	<i>Example - Program Management</i>	<i>\$ 300,000.00</i>
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

Attachment D – Payment Terms
Hourly Rate Schedule
Consultant | Agreement # | Task Order XXXX

Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)

ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.

ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

Exhibit B: Sample Task Order

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

Exhibit C: FEE SCHEDULE

Agreement No. 250007

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.

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.

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,

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.

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.

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/>.

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. 250007 between Schnabel Engineering West, Inc., 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: Schnabel Engineering West, Inc.

Signed: _____

By: Juan Sorensen

Its: Senior Vice President

Date: August 21, 2025

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 21, 2025, Board Meeting

Item No.7f

Subject:

Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to National Constructors

Executive Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, National Constructors' Group, Inc., to provide Executive Strategic Support Services for a term of five (5) years with a maximum amount payable of \$750,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction Authority ("DCA") currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources' (DWR) dedicated office for the Delta Conveyance Project ("DCP") through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of professional consultant(s) to provide executive strategic support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The executive strategic support services consultant will 1) assist the Executive Director/ Executive Leadership team with topics related to organizational growth and transition, governance, funding management, finance, contracts, and risk, 2) assist the Executive Director with planning, development, and implementation of strategic goals and initiatives for executive leadership, 3) assist the Executive Director by leading and supporting efforts associated with strategic planning or organizational planning and reviews, 4) support the Executive Director with development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents, 5) attend strategic or routine meetings as requested by the Executive Director.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of eight (8) statements of qualifications (SOQs) were received for the category of executive strategic support services. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General Manager.

The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and ranked prospective candidates.

The selected candidate is National Constructors' Group, Inc., Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with National Constructors' Group, to provide Executive Strategic Support services for a term of five (5) years, in a not-to-exceed amount of \$750,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$750,000 with National Constructors' Group, Inc., for Executive Strategic Support services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Executive Strategic Support services

Exhibit A – Agreement for Executive Strategic Support Services with National Constructors' Group, Inc.

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

Whereas, there is a need to procure Executive Strategic Support Services; and

Whereas, National Constructors' Group, Inc., was selected via a request for qualifications solicitation followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with National Constructors' Group, Inc., to provide Executive Strategic Support services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$750,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task Orders as and when needed to direct the progress of work and expenditures, consistent with Board-adopted budgets.

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250004

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 National Constructors' Group, Inc., 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 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 On-Call Executive Strategic 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 On-Call Executive Strategic 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.

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.

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 August 21, 2025, through August 20, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-year increments.

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, 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. Consultant's Representative Consultant hereby designates J. Paul Silvestri, Jr 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: J. Paul Silvestri, Jr

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.

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. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. 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.

c. 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.

d. 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. The Fee Schedule includes the rates and expenses of any approved 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 in writing by DCA.

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 \$750,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$600,000 (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 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, Suite 2400, 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.

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 an 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 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 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. THIS SECTION IS RESERVED

18. 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.

19. 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.



20. 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.

21. 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 21. 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 21:

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 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 21. 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 21 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 21. 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 obtained pursuant to this Section 21, 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 20, 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 21 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 21 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.**

27. 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.**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).

35. 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.

36. 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

National Constructor's Group, Inc.
635 Chaparral Circle
Napa, CA 94558
Attention: Mr. J. Paul Silvestri, Jr

CC Mailing PO
P.O. Box 2890
Napa, CA 94558-2890

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. 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.

44. 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.

45. 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.

National Constructors' Group, Inc.

DCA

By _____

By _____

J. Paul Silvestri, Jr.
Principal

Graham Bradner
DCA Executive Director

Date: August 21, 2025

Date: August 21, 2015

(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 _____

Joshua Nelson
DCA General Counsel

Date: August 21, 2025

Attachments

REVISED ATTACHMENT F
RESPONDENT'S PARTICIPATION FORM
Name of Firm: The National Constructors' Group

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, JV Partner, Subconsultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
The National Constructors' Group PO Box 2890, Napa, CA 94558 707-257-8994 J. Paul Silvestri, Jr. JPaulSilvestri@aol.com	Respondent	Strategic Advisor	45%	Yes	No
Jim Morrison 231-944-9732	Subconsultant	Strategic Advisor	Percentage to be determined as tasks are identified	No	No
PrimeSource Project Management One Civic Plaza Dr., Suite 500 Carson, CA 90745 424-287-0760 Tim Buresh Tim.Buresh@primesourcecpm.com	Subconsultant	Strategic Advisor	35%	Yes	No
Dr. Edward Cording 119 W. Huntingdon Street Savannah, GA 31401 217-369-7122 cofdingconsult@gmail.com	Subconsultant	Strategic Advisor	Percentage to be determined as tasks are identified	No	No
PrimeSource Project Management One Civic Plaza Dr., Suite 500 Carson, CA 90745 424-287-0760 Karen Buresh Karen.Buresh@primesourcecpm.com	Subconsultant	Strategic Advisor	Percentage to be determined as tasks are identified	Yes	No
Kelly Wallace 1207 Randolph Street Napa, CA 94559 707-226-8595 kwallace@napanet.net	Subconsultant	Strategic Advisor	Percentage to be determined as tasks are identified	No	No
Strategic Value Solutions, Inc. 1650 NE Grand Ave., Suite 100 Lee's Summit, MO 64086 816-795-0700 John Robinson john@svs-inc.com	Subconsultant	Strategic Advisor	±20%	Yes	No

ATTACHMENT 1

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, JV Partner, Subconsultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Susan Hightower Morales 943 County Road 36160 Sumner, TX 75486 816-868-5000 Susan.ncg@att.net	Subconsultant	Administrative Management	Percentage to be determined as tasks are identified	No	No

(You may attach additional sheets if needed)

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 Agreement and shall be grounds for immediate termination of this Agreement:
 - (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

Scope:

The Consultant will provide On-Call Executive Strategic Support Services as requested for the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

Executive Strategic Support Services

- Provide strategic advice or direction associated with the effective management and delivery of large public sector infrastructure projects.
- Lead or support efforts associated with evaluations of project delivery considerations, contracting, construction means and methods, constructability, schedule management, and risk management.
- Services may include supporting organizational planning and reviews. Areas of focus could include organizational growth and transition, governance, funding management, or finance.
- Services may include the development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents.
- Participate in senior review panels or perform independent review of technical or programmatic work developed for the DCP.
- Attendance at strategic or routine meetings as requested by the Executive Director.



Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To:
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

<DELETE THESE INSTRUCTIONS FROM FINAL VERSION. Scope must be broken out by Task Order Budget Summary (Attachment C)

Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

Task 1: Task Description

- 1.

Task 2: Task Description

- 1.

Task 3: Task Description

- 1.

Attachment B - Deliverables
Consultant | Agreement # | Task Order XXXX

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

Exhibit B: Sample Task Order

Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	<i>Example - Program Management</i>	<i>\$ 300,000.00</i>
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

Attachment D – Payment Terms
Hourly Rate Schedule
Consultant | Agreement # | Task Order XXXX

Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)

ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.

ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

Exhibit B: Sample Task Order

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

Exhibit C: FEE SCHEDULE

Agreement No. 250004

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.

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.

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

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.

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.

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/>.

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. 250004 between National Constructors' Group, Inc., 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: National Constructors' Group, Inc.

Signed: _____

By: J. Paul Silvestri, Jr.

Its: Principal

Date: August 21, 2025

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 21, 2025, Board Meeting

Item No.7g

Subject:

Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services and Facilitation Support Services to Luster National, Inc.

Executive Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, Luster National, Inc., to provide Executive Strategic Support Services and Facilitation Services for a term of five (5) years with a maximum amount payable of \$500,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction Authority (“DCA”) currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources’ (DWR) dedicated office for the Delta Conveyance Project (“DCP”) through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of professional consultant(s) to provide executive strategic support services and facilitation services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The executive strategic support services and facilitation services consultant will 1) assist the Executive Director/ Executive Leadership team with topics related to organizational growth and transition, governance, funding management, finance, contracts, and risk. Services may include the development, review and refinement of DCA’s strategic plans, Program Management Plan, and other high-level strategic plans and documents. This task may include attendance at strategic or routine meetings as requested by the Executive Director, 2) assist the Executive Director with reviewing the DCA’s current organizational and management systems and may include developing recommendations for modifications or changes to increase efficiency or effectiveness to allow the DCA to successful transition to Project implementation, 3) support the Executive Director with meeting management, construction partnering, facilitated dispute prevention & resolution, and decision-making support.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of eight (8) statements of qualifications (SOQs) were received for

the category of executive strategic support services and five (5) statements of qualifications (SOQs) were received for the category of facilitation services. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General Manager. The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and ranked prospective candidates.

The selected candidate is Luster National. Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with Luster National, to provide Executive Strategic Support services and Facilitation services for a term of five (5) years in a not-to-exceed amount of \$500,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$500,000 with Luster National for Executive Strategic Support services and Facilitation services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Executive Strategic Support services and Facilitation services

Exhibit A – Agreement for Executive Strategic Support services and Facilitation services with Luster National, Inc.

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

*PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES AND
FACILITATION SERVICES*

Whereas, there is a need to procure Executive Strategic Support Services and
Facilitation Services; and

Whereas, Luster National, Inc., was selected via a request for qualifications solicitation
followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the
Executive Director to negotiate and execute a professional services agreement (Exhibit A) with
Luster National to provide Executive Strategic Support services and Facilitation services, to be
directed by the Executive Director and staff, in a not-to-exceed total amount of \$500,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task
Orders as and when needed to direct the progress of work and expenditures, consistent with
Board-adopted budgets.

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Agreement for Executive Strategic Support Services and Facilitation Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250006

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 Luster National, Inc., 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 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 On-Call Executive Strategic Support services and Facilitation 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 On-Call Executive Strategic Support services and Facilitation 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. 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.



2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from August 21, 2025, through August 20, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-year increments.

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, 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. Consultant's Representative Consultant hereby designates Ben Ho 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: Ben Ho, Natalie Pumphrey, Tom Topolski, Mark Chase and John Luster

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.

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. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. 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.

c. 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.

d. 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. The Fee Schedule includes the rates and expenses of any approved 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 in writing by DCA.

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 \$500,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$400,000 (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 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, Suite 2400, 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.

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 an 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 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 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. THIS SECTION IS RESERVED

18. 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.

19. 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.



20. 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.

21. 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 21. 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 21:

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 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 21. 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 21 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 21. 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 obtained pursuant to this Section 21, 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 20, 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 21 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 21 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.**

27. 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.**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).

35. 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.

36. 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

Luster National, Inc.
38 Miller Avenue, Suite 4
Mill Valley, CA 94111
Attention: Mr. John Luster

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. 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.

44. 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.

45. 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.

Luster National, Inc.

DCA

By _____

By _____

John Luster
Vice President

Graham Bradner
DCA Executive Director

Date: August 21, 2025

Date: August 21, 2015

(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 _____

Joshua Nelson
DCA General Counsel

Date: August 21, 2025

Attachments



K. Respondent’s Participation Form

Attachment F:

ATTACHMENT F

RESPONDENT’S PARTICIPATION FORM

Name of Firm: Luster National, Inc.

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Luster National, Inc. 34 Miller Ave. Suite 4 Mill Valley, CA 94941 Ben Ho, 310-592-5165 bho@luster.com	Respondent	Executive Strategic Support Services, Facilitation Services, Deputy Director Services, Human Resource Support Services	100%	Yes	No

(You may attach additional sheets if needed)

RFQ-240026

Page 24

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 Agreement and shall be grounds for immediate termination of this Agreement:
 - (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

Scope:

The Consultant will provide On-Call Executive Strategic Support Services and Facilitation Services consistent with the DCA role on the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

Executive Strategic Support Services

- Provide strategic advice or direction associated with the effective management and delivery of large public sector infrastructure projects. Support the planning, development, and implementation of strategic goals and initiatives for executive leadership. Lead or support efforts associated with strategic planning or organizational planning and reviews. Areas of focus could include organizational growth and transition, governance, funding management, finance, contracts, and risk.
- Services may include the development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents.
- Attendance at strategic or routine meetings as requested by the Executive Director.
- Assist the Executive Director with reviewing the DCA's current organizational and management systems and may include developing recommendations for modifications or changes to increase efficiency or effectiveness to allow the DCA to successful transition to Project implementation.

Facilitation Services

- Lead and/or support efforts regarding meeting management, partnering chartering, dispute prevention & resolution, and decision-support services associated with planning and construction phase startup, contract negotiations, and governance development for the DCP.
- Plan, coordinate and manage meetings/workshops, manage time, and use techniques to encourage participation from all team members.
- Conduct partnering workshops to bring together all project stakeholders to establish shared goals, responsibilities, and communication protocols.
- Help the DCA identify and navigate potential conflicts, guiding the team towards collaborative solutions through active listening and consensus building.
- Facilitate communication and negotiation between parties involved in a dispute to reach a mutually agreeable resolution.
- Facilitate structured discussions to enable informed decision-making by presenting different options, clarifying concerns, and ensuring everyone understands the rationale to decisions made.



Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To:
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

<DELETE THESE INSTRUCTIONS FROM FINAL VERSION. Scope must be broken out by Task Order Budget Summary (Attachment C)

Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

Task 1: Task Description

- 1.

Task 2: Task Description

- 1.

Task 3: Task Description

- 1.

Attachment B - Deliverables
Consultant | Agreement # | Task Order XXXX

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

Exhibit B: Sample Task Order

Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	Example - Program Management	\$ 300,000.00
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

Attachment D – Payment Terms
Hourly Rate Schedule
Consultant | Agreement # | Task Order XXXX

Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)

ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.

ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

Exhibit B: Sample Task Order

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

Exhibit C: FEE SCHEDULE

Agreement No. 250006

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.

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.

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

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.

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.

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/>.

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. 250006 between Luster National, Inc., 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: Luster National, Inc.

Signed: _____

By: John Luster

Its: Vice President

Date: August 21, 2025

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 21, 2025, Board Meeting

Item No.7h

Subject:

Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Facilitation Support Services to Strategic Value Solutions

Executive Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, Strategic Value Solutions, Inc., (SVS) to provide Facilitation Services for a term of five (5) years with a maximum amount payable of \$500,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction Authority (“DCA”) currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources’ (DWR) dedicated office for the Delta Conveyance Project (“DCP”) through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of a professional consultant(s) to provide facilitation services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The facilitation services consultant will assist and support the Executive Director with meeting management, construction partnering, facilitated dispute prevention & resolution, and decision-making support.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of five (5) statements of qualifications (SOQs) were received for the category of facilitation services. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General Manager. The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and ranked prospective candidates.

The selected candidate is Strategic Value Solutions. Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with Strategic

Value Solutions to provide Facilitation services for a term of five (5) years in a not-to-exceed amount of \$500,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$500,000 with Strategic Value Solutions for Facilitation services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement for Facilitation Services
Exhibit A – Agreement for Facilitation Services with Strategic Value Solutions

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

PROFESSIONAL SERVICES AGREEMENT FOR FACILITATION SERVICES

Whereas, there is a need to procure Facilitation Services; and

Whereas, Strategic Value Solutions, Inc., was selected via a request for qualifications solicitation followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with Strategic Value Solutions to provide Facilitation services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$500,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task Orders as and when needed to direct the progress of work and expenditures, consistent with Board-adopted budgets.

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Agreement for Facilitation Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
AGREEMENT NO. 250009
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 Strategic Value Solutions, Inc., 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 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 On-Call Facilitation 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 On-Call Facilitation 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.
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.

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 August 21, 2025, through August 20, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-year increments.

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, 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. Consultant's Representative Consultant hereby designates John Robinson 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: John Robinson

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.

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. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. 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.

c. 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.

d. 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. The Fee Schedule includes the rates and expenses of any approved 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 in writing by DCA.

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 \$500,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$400,000 (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 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, Suite 2400, 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.

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 an 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 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 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. THIS SECTION IS RESERVED

18. 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.

19. 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.

20. 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.

21. 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 21. 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 21:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$2,000,000 per occurrence and \$4,000,000 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 \$4,000,000 (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 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 21. 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 21 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 21. 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 obtained pursuant to this Section 21, 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 20, 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 21 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 21 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.**

27. 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.**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).

35. 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.

36. 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

Strategic Value Solutions, Inc.
1650 NE Grand Ave., Suite 100
Lee's Summit, MO 64086
Attention: Mr. John Robinson

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. 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.

44. 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.

45. 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.

Strategic Value Solutions, Inc.

DCA

By _____

By _____

John Robinson
Chief Executive Officer

Graham Bradner
DCA Executive Director

Date: August 21, 2025

Date: August 21, 2025

(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 _____

Joshua Nelson
DCA General Counsel

Date August 21, 2025

Attachments

ATTACHMENT F

RESPONDENT'S PARTICIPATION FORM

Name of Firm: Strategic Value Solutions, Inc.

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Strategic Value Solutions, Inc. 1650 NE Grand, Suite 100, Lee's Summit, MO 64086 816-877-8882 John Robinson, PE, CVS-Life, FSAVE John.Robinson@SVS-inc.com	Respondent	Executive Strategic Support Services Facilitation Services	90	No	No
Appello Partners PO Box 101222 Denver, CO 80250 (620) 899-0121 Thane Ringler, ACC, NCC thane@appellopartners.com	Sub-consultant	Executive Coaching	5	No	No
REJ Solutions 1391 Snowy Egret St. Plumas Lake, CA 95961 (360) 515-1507 Russell Burgess, LSSBB, PCCP, PMP rburgess@rejsolutions.com	Sub-consultant	Organizational Change Management	5	No	Yes

(You may attach additional sheets if needed)

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 Agreement and shall be grounds for immediate termination of this Agreement:
 - (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

Scope:

The Consultant will provide On-Call Facilitation Services consistent with the DCA role on the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

Facilitation Services

- Lead and/or support efforts regarding meeting management, partnering chartering, dispute prevention & resolution, and decision-support services associated with planning and construction phase startup, contract negotiations, and governance development for the DCP.
- Plan, coordinate and manage meetings/workshops, manage time, and use techniques to encourage participation from all team members.
- Conduct partnering workshops to bring together all project stakeholders to establish shared goals, responsibilities, and communication protocols.
- Help the DCA identify and navigate potential conflicts, guiding the team towards collaborative solutions through active listening and consensus building.
- Facilitate communication and negotiation between parties involved in a dispute to reach a mutually agreeable resolution.
- Facilitate structured discussions to enable informed decision-making by presenting different options, clarifying concerns, and ensuring everyone understands the rationale to decisions made.



Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To:
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

<DELETE THESE INSTRUCTIONS FROM FINAL VERSION. Scope must be broken out by Task Order Budget Summary (Attachment C)

Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

Task 1: Task Description

- 1.

Task 2: Task Description

- 1.

Task 3: Task Description

- 1.

Attachment B - Deliverables
Consultant | Agreement # | Task Order XXXX

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

Exhibit B: Sample Task Order

Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	Example - Program Management	\$ 300,000.00
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

Attachment D – Payment Terms
Hourly Rate Schedule
Consultant | Agreement # | Task Order XXXX

Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)

ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.

ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

Exhibit B: Sample Task Order

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

Exhibit C: FEE SCHEDULE

Agreement No. 250009

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.

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.

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

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.

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.

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/>.

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. 250009 between Strategic Value Solutions, Inc., 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: Strategic Value Solutions, Inc.

Signed: _____

By: John Robinson

Its: Chief Executive Officer

Date: August 21, 2025

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 21, 2025, Board Meeting

Item No.7i

Subject:

Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Human Resources Support Services to Municipal Resource Group, LLC.

Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, Municipal Resource Group, LLC (MRG), to provide Human Resources Support Services for a term of five (5) years with a maximum amount payable of \$2,500,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction Authority ("DCA") currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources' (DWR) dedicated office for the Delta Conveyance Project ("DCP") through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of a professional consultant(s) to provide Human Resources Support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The Human Resources Support services consultant will 1) provide human resources and employment relations support and services to assist the DCA Executive Director/ Executive Leadership team, including the Human Resources Manager. Assist with training and development programs, 2) assist with organizational growth and recruiting through the development of personnel position descriptions and roles/responsibilities, evaluation/recommendation of hiring direct employees, establishing benefits, compensation evaluations, and compliance with state and federal labor requirements. Provide support in identifying potential qualified candidates, conducting interviews (in conjunction with appropriate program staff), and, subject to approval by the Executive Director, on-boarding selected candidates to the program, and 3) with change management, such as organizational changes and transitions, organizational design and reorganization. Support and ensure that the change initiatives comply with all relevant DCA policies, State and Federal laws and regulations. Assist with development and updates to HR policies and procedures to reflect the changes, ensuring they are aligned with the new/refined processes and requirements.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of three (3) statements of qualifications (SOQs) were received for

the category of Human Resources Support services. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General Manager. The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and ranked prospective candidates.

The selected candidate is Municipal Resource Group, LLC (MRG). Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with MRG, to provide Human Resources Support services for a term of five (5) years, in a not-to-exceed amount of \$2,500,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$2,500,000 with MRG for Human Resources Support Services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Human Resources Support Services

Exhibit A – Agreement for Human Resources Support Services

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

PROFESSIONAL SERVICES AGREEMENT FOR HUMAN RESOURCES SUPPORT SERVICES

Whereas, there is a need to procure Human Resources Support Services; and

Whereas, Municipal Resource Group, LLC (MRG), was selected via a request for qualifications solicitation followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with MRG to provide Human Resources Support Services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$2,500,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task Orders as and when needed to direct the progress of work and expenditures, consistent with Board-adopted budgets.

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Agreement for Human Resources Support Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250011

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 Municipal Resource Group, LLC 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 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 On-Call Human Resources 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 On-Call Human Resources 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.

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.

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 August 21, 2025 through August 20, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-year increments.

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, 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. Consultant's Representative Consultant hereby designates Julie Mares 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: Mary Egan, Julie Mares, Marcie Scott, Ronda Rivera, Rumi Portillo, Teri Silva, and Jacki Credico.

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.

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. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. 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.

c. 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.

d. 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. The Fee Schedule includes the rates and expenses of any approved 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 in writing by DCA.

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 \$2,500,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$2,000,000 (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 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, Suite 2400, 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.

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 an 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 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 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. THIS SECTION IS RESERVED

18. 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.

19. 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.

20. 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.

21. 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 21. 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 21:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$2,000,000 per occurrence and \$4,000,000 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 \$4,000,000 (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 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 21. 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 21 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 21. 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 obtained pursuant to this Section 21, 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 20, 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 21 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 21 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.**

27. 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.**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).

35. 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.

36. 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

Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693
Attention: Ms. Mary K. Egan
CC: Doreen Birchell

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. 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.

44. 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.

45. 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.

Municipal Resource Group, LLC

DCA

By _____

By _____

Mary K. Egan

Graham Bradner

Chief Executive Officer

DCA Executive Director

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 _____

Joshua Nelson
DCA General Counsel

Date: _____

Attachments

ATTACHMENT F

RESPONDENT'S PARTICIPATION FORM

Name of Firm: Municipal Resource Group, LLC

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Mary Egan PO Box 561 Wilton, CA 95693 egan@solutions-mrg.com	CEO	Executive Strategic Support	TBD	No	No
Julie Mares PO Box 561 Wilton, CA 95693 jmares@solutions-mrg.com	Project Manager	Executive Strategic Support, Facilitation Services, HR & Administrative Support	TBD	No	No
Ashwini Kantak PO Box 561 Wilton, CA 95693 akantak@klarityconsulting.net	Principal Consultant	Executive Strategic Support, Facilitation Services	TBD	No	No
Marcie Scott PO Box 561 Wilton, CA 95693 mscott@solutions-mrg.com	Lead Consultant	Human Resources & Administrative Support	TBD	No	No
Cathy Capriola PO Box 561 Wilton, CA 95693 ccapriola@solutions-mrg.com	Affiliated Consultant	Executive Strategic Support, Facilitation Services	TBD	No	No
Wayne Tanda PO Box 561 Wilton, CA 95693 waynetanda@charter.net	Affiliated Consultant	Executive Strategic Support	TBD	No	No
John Roukema PO Box 561 Wilton, CA 95693 john@roukemaconsulting.com	Affiliated Consultant	Executive Strategic Support	TBD	No	No

(You may attach additional sheets if needed)

ATTACHMENT F

RESPONDENT'S PARTICIPATION FORM

Name of Firm:

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Don Ashton PO Box 561 Wilton, CA 95693 don.ashton@municipalmgmtsolutions.com	Affiliated Consultant	Executive Strategic Support	TBD	No	No
Claire Laughlin PO Box 561 Wilton, CA 95693 claire@clairelaughlin.com	Affiliated Consultant	Facilitation Services	TBD	No	No
Lisa Sullivan PO Box 561 Wilton, CA 95693 lsullivan@solutions-mrg.com	Affiliated Consultant	Facilitation Services	TBD	No	No
Suzanne Wolf PO Box 561 Wilton, CA 95693 suzanne@suzwolf.org	Affiliated Consultant	Facilitation Services	TBD	No	No
Ronda Rivera PO Box 561 Wilton, CA 95693 rlsrconsulting@gmail.com	Affiliated Consultant	Human Resources & Administrative Support	TBD	No	No
Patty Francisco PO Box 561 Wilton, CA 95693 pfrancisco@solutions-mrg.com	Affiliated Consultant	Human Resources & Administrative Support	TBD	No	No
Rumi Portillo PO Box 561 Wilton, CA 95693 rumiportillo@gmail.com	Affiliated Consultant	Human Resources & Administrative Support	TBD	No	No

(You may attach additional sheets if needed)

ATTACHMENT 1

ATTACHMENT F

RESPONDENT'S PARTICIPATION FORM

Name of Firm:

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Teri Silva PO Box 561 Wilton, CA 95693 teri.silvamanagementgroup@gmail.com	Affiliated Consultant	Human Resources & Administrative Support	TBD	No	No
Jacki Credico PO Box 561 Wilton, CA 95693 jackicredico.hrconsulting@yahoo.com	Affiliated Consultant	Human Resources & Administrative Support	TBD	No	No

(You may attach additional sheets if needed)

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 Agreement and shall be grounds for immediate termination of this Agreement:
 - (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

Scope:

The Consultant will provide On-Call Human Resource Support Services on the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

- Provide human resources and employment relations services.
- Provide recruitment and placement services, assist with identifying potential qualified candidates, conduct interviews (in conjunction with appropriate program staff), and provide recommendation(s) to the DCA Executive Team,
- Assist with Executive recruitment and placement services for regular positions within the DCA's Executive team along with placement of interim or temporary executive positions.
- Assist with training and development programs.
- Conduct job and needs analysis, identify essential job functions and duties for each job classification. Perform market rate classifications compensation study/analysis, and develop new/updated, compliant job descriptions and related application materials, as necessary.
- Assist with the development of direct employee personnel position descriptions and roles/responsibilities, evaluation/recommendation of hiring direct employees, establishing benefits, compensation evaluations, and compliance with state and federal labor requirements.
- Provide assistance with organizational changes and transitions, organizational design and reorganization. Support and ensure that the change initiatives comply with all relevant DCA policies, State and Federal laws and regulations.
- Assist with development and updates to HR policies and procedures to reflect the changes, ensuring they are aligned with the new/refined processes and requirements.
- Workplace Investigations and Mediation



Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To:
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

<DELETE THESE INSTRUCTIONS FROM FINAL VERSION. Scope must be broken out by Task Order Budget Summary (Attachment C)

Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

Task 1: Task Description

- 1.

Task 2: Task Description

- 1.

Task 3: Task Description

- 1.

Exhibit B: Sample Task Order Form

Attachment B - Deliverables

Consultant | Agreement # | Task Order XXXX

[illegible]

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. *This phrase should be removed when document is compiled**

Exhibit B: Sample Task Order Form

Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	<i>Example - Program Management</i>	<i>\$ 300,000.00</i>
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

Attachment D – Payment Terms
Hourly Rate Schedule
Consultant | Agreement # | Task Order XXXX

Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)

ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.

ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

Exhibit B: Sample Task Order Form

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

Exhibit C: FEE SCHEDULE

Agreement No. 250011

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.

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.

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,

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.

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.

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/>.

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. 250011 between Municipal Resource Group, LLC 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: Municipal Resource Group, LLC

Signed: _____

By: Mary K. Egan

Its: Chief Executive Officer

Date: _____

Board Memo

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

Item No. 7j

Date: August 21, 2025, Board Meeting

Subject:

Consider Passing Resolution Approving the Delta Conveyance Design and Construction Authority Advocacy Policy and Delegating Authority Under the Policy; Approve policy guidance for legislative and regulatory proposals.

Executive Summary:

Staff recommends that the Board review and consider approving the Advocacy Policy and determine whether to delegate authority to take positions on legislative and regulatory proposals under the Policy. Staff further recommends that the Board approve initial policy guidance for review of legislative and regulatory proposals.

Detailed Report:

The Delta Conveyance Design and Construction Authority (DCA) provides engineering and related support to the Department of Water Resources (DWR) as it conducts the necessary initial planning and permitting work for the Delta Conveyance Project (DCP). If the DCP moves forward into implementation, the DCA will construct the project.

The DCA is not intended to be a policymaker or advocate. The DCA's role is to support DWR's and the Public Water Agencies' (PWAs') consideration of DCP. However, there have been some legislative and regulatory proposals that would clearly benefit DCP and result in a better overall project.

This policy would formalize the DCA's historic practice for taking positions on legislative and regulatory proposals. Although not generally considered an advocate for the DCP, the DCA can take positions on proposals when doing so does not conflict with interests or policies advanced by any member agency. Generally, positions on proposals will be approved by the Board. To guide consideration of individual proposals, staff proposes having the Board approve policy guidance. If approved, staff would have the Board review and consider adjustments to the guidance on an annual basis, likely at the first meeting of each calendar year. Below is draft guidance:

The Board will support legislative and regulatory proposals to:

- Streamline legal and regulatory processes while ensuring meaningful review of DCP.
- Maintain or lower DCP planning and construction costs without sacrificing important environmental protections.
- Provide increased certainty with respect to DCP implementation schedule, timelines, and funding.

The draft policy allows the Board to delegate authority to take positions on a proposal. If the Board wishes to approve the policy, it should decide whether to delegate this authority and to whom. This could be the Legislative Liaison, other Directors, or the Executive Director. It could also be a combination of these individuals. When considering whether to take positions on a proposal, the designee must follow the Board-approved policy guidance.

Recommended Action:

Adopt the attached Resolution approving the Advocacy Policy. A section of the draft resolution allows the Board to delegate authority. Approve policy guidance for legislative and regulatory proposals.

Attachments:

Attachment 1 - Draft Resolution 25-XX Approving an Advocacy Policy

Exhibit A – Advocacy Policy

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

APPROVING AN ADVOCACY POLICY

Whereas, the Board of Directors may take positions on legislative or regulatory proposals affecting the Delta Conveyance Authority and/or Delta Conveyance Project; and

Whereas, the Board of Directors wishes to formalize its process for taking these positions in an Advocacy Policy.

Now, therefore, the DCA Board of Directors resolves as follows:

1. The Board of Directors hereby adopts the Advocacy Policy (Policy) attached to this Resolution as Exhibit A and incorporated by this reference.
2. The Board of Directors delegates authority to take positions on Proposals (as defined in the Policy) to (Name / Title). Any position on a Proposal must be reported to the Board at its next regular meeting.
3. This Resolution is effective upon its adoption

* * * * *

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

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

ADVOCACY POLICY

[attached behind this page]



ADVOCACY POLICY

I. GENERAL PURPOSE

The purpose of this Delta Conveyance Design and Construction Authority (DCA) Advocacy Policy is to guide the DCA in considering and establishing a DCA public position concerning potential legislative and/or regulatory proposals or proceedings that relate to the Delta Conveyance Project (DCP) (collectively, the Proposals).

II. POLICY

The DCA was formed by the Amended Joint Powers Agreement effective December 31, 2020 (JPA) entered into by participating Public Water Agencies, or “DCA member agencies”, with a core mission to construct and deliver DCP during future implementation. The DCA’s current focus is to assist and support the Department of Water Resources (DWR) in the current Planning Phase for the DCP as defined in the Joint Exercise of Powers Agreement (JEPA), whereby DWR is the lead permit agency responsible for obtaining all necessary permits to construct and operate the DCP.

The DCA is not intended to be a policymaker or advocate, though it may, from time to time, advance or support Proposals that do not conflict with interests or policies advanced by any member agency. The DCA Board of Directors shall approve the DCA’s position on any Proposal. Any approval will be approved as set forth in the JPA or Bylaws, and the Board of Directors may delegate authority to the Legislative Liaison, Executive Director, or other designee to take actions consistent with the DCA’s position.

Adopted: [Date], DCA Board Meeting

General Counsel's Report

Contact: Josh Nelson, General Counsel

Agenda Date: August 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, including the advocacy policy and executive support services agreement.

In addition, we continue to monitor the on-going regulatory and court proceedings regarding the Delta Conveyance Project.

Action:

Information, only.

Treasurer's Report

Contact: Katano Kasaine, Treasurer

Date: August 21, 2025

Item No. 8b

Subject: Treasurer's Monthly Report, June 2025 (Preliminary)

Summary:

As of June 1, 2025, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$980,731. During the period from June 1, 2025 through June 30, 2025, the Authority received a total of \$2,965,925 in contributions from the Department of Water Resources, Delta Conveyance Office (DCO), designated for the payment of the Authority's obligations. Disbursements for the same period amounted to \$3,131,210, resulting in an ending cash balance of \$815,446 as of June 30, 2025.

As of June 30, 2025, the Authority had outstanding receivables totaling \$3,142,289. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves totaled \$1,124,323. Prepaid expenses amounted to \$105,504. As of the same date, the balances for the Authority's accounts payable and advances were \$3,157,164 and \$800,000, respectively. The net position as of June 30, 2025 was \$1,230,398.

Attachment 1 consists of financial statements for the month and fiscal year ended June 30, 2025, a Schedule of Invoices Paid for fiscal year 2025, and Aging Schedules for Accounts Payable and Accounts Receivable as of June 30, 2025.

Attachment 2 consists of Budget versus Actuals by Appropriation for fiscal year 2025. Actual expenses were \$13.5 million lower than budget primarily due to deferred fieldwork activities and the efficient use of funds, supported by a mid-year assessment of contractor budgets and scopes.

Detailed Report:

See attached statements.

Recommended Action:

Information only.

Attachments:

Attachment 1 – June 2025 Authority Financial Statements

Attachment 2 – June 2025 Budget versus Actuals by Appropriation



**DELTA CONVEYANCE DESIGN AND CONSTRUCTION
JOINT POWERS AUTHORITY
Preliminary Financial Statements
Year Ended June 30, 2025**

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

Statement of Net Position

As of June 30, 2025

Assets:

Cash	\$	815,446
Accounts receivable		3,142,289
Deposits ⁽¹⁾		1,124,323
Prepays		105,504
		<hr/>
Total assets	\$	5,187,562
		<hr/>

Liabilities:

Accounts payable	\$	3,157,164
Advance for prepayments		800,000
		<hr/>
Total liabilities		3,957,164

Net position:

		<hr/>
		1,230,398
		<hr/>
Total liabilities and net position	\$	5,187,562
		<hr/>

⁽¹⁾ Includes office lease security deposit and court ordered entry permit reserves for surveys, geological drilling and exploration, which are held by third parties.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

Statements of Cash Receipts and Disbursements

	Jun. 1, 2025 <u>Jun. 30, 2025</u>	Year to Date <u>Jun. 30, 2025</u>
Receipts:		
Contributions ⁽¹⁾	\$ 2,965,925	\$ 31,597,154
Disbursements:		
Program management office		
Executive office	246,977	2,528,074
Community engagement	120,573	1,066,403
Program controls	478,780	4,837,706
Administration	279,598	3,525,216
Procurement	47,200	659,676
Property	100,819	451,343
Permitting management	61,355	563,438
Health and safety	33,440	395,223
Quality management	73,273	806,289
Program initiation		
Engineering	1,552,182	12,820,132
Fieldwork	105,259	3,610,241
Geotechnical management	31,754	270,831
Total disbursements	3,131,210	31,534,572
Net changes in cash	(165,285)	62,582
Cash at July 1, 2024	—	752,864
Cash at June 1, 2025	980,731	—
Cash at June 30, 2025	\$ 815,446	\$ 815,446

⁽¹⁾ DWR contributions invoiced through the DCO.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

Statements of Revenues, Expenses and Changes in Net Position

	Jun. 1, 2025 <u>Jun. 30, 2025</u>	Year to Date <u>Jun. 30, 2025</u>
Revenues:		
Contributions ⁽¹⁾	\$ 3,250,612	\$ 29,614,899
Expenses*:		
Program management office		
Executive office	192,921	2,212,401
Community engagement	156,247	926,153
Program controls	429,974	4,692,986
Administration	302,408	3,411,571
Procurement	57,796	583,100
Property	191,489	569,566
Permitting management	53,340	547,199
Health and safety	31,768	366,191
Quality management	73,874	749,433
Program initiation		
Engineering	1,554,139	12,381,618
Fieldwork	209,803	2,772,201
Geotechnical management	26,617	297,448
Total expenses	3,280,376	29,509,867
Changes in net position	(29,764)	105,032
Net position at June 30, 2024	—	1,125,366
Net position at May 31, 2025	1,260,162	—
Net position at June 30, 2025	\$ 1,230,398	\$ 1,230,398

* Amounts may include prior month accruals that were not previously captured due to timing.

⁽¹⁾ Includes DWR contributions invoiced through the DCO as well costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2025

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1 AECOM Technical Services	2000888084	05/13/24	07/03/24	03/30/24-04/26/24	\$ 76,112	\$ 76,112
2 FedEx Corporation	8-537-42765	06/20/24	07/03/24	06/14/24	35	35
3 Parsons	2405B359	05/07/24	07/12/24	03/30/24-04/26/24	613,330	613,330
4 VMA Communications	DCA24March	05/15/24	07/12/24	03/01/24-03/31/24	43,800	43,800
5 VMA Communications	DCA24Feb	05/20/24	07/12/24	02/01/24-02/29/24	81,050	81,050
6 Consolidated Communications	20240615	06/15/24	07/12/24	06/15/24-07/14/24	2,850	2,850
7 AT&T	9277280908	06/19/24	07/12/24	06/19/24-07/18/24	1,976	1,976
8 Prime US-Park Tower LLC	20240701	06/27/24	07/12/24	07/01/24-07/31/24	106,605	106,605
9 Alliant Insurance Services, Inc.	2714528	06/25/24	07/18/24	07/01/24-07/01/25	27,549	27,549
10 Liberty Mutual	20240705	07/05/24	07/18/24	07/01/24-06/30/25	9,604	9,604
11 Caltronics Business Systems	4115548	07/01/24	07/18/24	07/01/24-07/31/24	2,543	2,543
12 FedEx Corporation	8-545-00130	06/27/24	07/18/24	06/25/24	17	17
13 Lux Bus America Co.	108055	06/30/24	07/18/24	06/27/24	1,776	1,776
14 Bank of America	N/A*	08/22/24	07/22/24	07/22/24	482	482
15 Bender Rosenthal, Inc.	949	05/14/24	07/26/24	04/01/24-04/26/24	16,176	16,176
16 Bradner Consulting LLC	2324-04	05/13/24	07/26/24	04/01/24-04/30/24	50,560	50,560
17 Gwen Buchholz, Permit Engineer, Inc.	2324-11	06/09/24	07/26/24	05/01/24-05/31/24	13,375	13,375
18 AECOM Technical Services	2000891769	05/22/24	07/26/24	01/05/24-04/26/24	182,763	182,763
19 Associated Right of Way Services, Inc.	22302	05/02/24	07/26/24	04/01/24-04/30/24	1,194	1,194
20 Bradner Consulting LLC	2324-05	05/31/24	07/26/24	05/01/24-05/31/24	50,560	50,560
21 AECOM Technical Services	2000900674	06/17/24	07/26/24	04/07/24-05/31/24	61,836	61,836
22 Launch Consulting	PSI1031947	06/05/24	07/26/24	05/01/24-05/31/24	32,421	32,421
23 Launch Consulting	PSI1031264	05/14/24	07/26/24	04/01/24-04/30/24	30,678	30,678
24 Best, Best, & Krieger	997213	06/04/24	07/26/24	05/01/24-05/31/24	26,199	26,199
25 Bender Rosenthal, Inc.	1067	06/10/24	07/26/24	04/27/24-05/31/24	26,711	26,711
26 AECOM Technical Services	2000900707	06/17/24	07/26/24	02/22/24-05/31/24	571,421	571,421
27 VMA Communications	DCA24April	05/15/24	07/31/24	04/01/24-04/30/24	65,375	65,375
28 IRIS Intelligence, LLC	WYDCA01-002br2	05/14/24	07/31/24	06/01/23-05/31/24	10,000	10,000
29 IRIS Intelligence, LLC	WYDCA01-002ar2	05/14/24	07/31/24	06/01/24-05/31/25	26,790	26,790
30 Jacobs	W8X97006-10	05/31/24	07/31/24	03/18/24-04/26/24	1,093,335	1,093,335
31 Hamner, Jewell & Associates	203505	04/10/24	07/31/24	03/01/24-03/31/24	7,569	7,569
32 Hamner, Jewell & Associates	203601	05/14/24	07/31/24	04/01/24-04/30/24	3,372	3,372
33 Parsons	2406B006	06/10/24	07/31/24	04/27/24-05/31/24	725,559	725,559
34 Metropolitan Water District of So. Ca	501952	04/18/24	07/31/24	02/01/24-02/29/24	16,761	16,761
35 Metropolitan Water District of So. Ca	501977	06/11/24	07/31/24	05/01/24-05/31/24	18,642	18,642
36 Metropolitan Water District of So. Ca	501961	05/09/24	07/31/24	03/01/24-03/31/24	17,317	17,317
37 Metropolitan Water District of So. Ca	501976	05/16/24	07/31/24	04/01/24-04/30/24	16,384	16,384
38 Hamner, Jewell & Associates	203649	06/10/24	07/31/24	05/01/24-05/31/24	990	990
39 AVI-SPL LLC	2225853	05/31/24	07/31/24	05/31/24	4,947	4,947
40 Jacobs	W8X97006-11	06/20/24	07/31/24	04/27/24-05/31/24	1,246,019	1,246,019
41 VMA Communications	DCA24May	06/21/24	07/31/24	05/01/24-05/31/24	72,580	72,580
42 FedEx Corporation	8-517-24731	05/30/24	07/31/24	05/22/24-05/23/24	35	35
43 FedEx Corporation	8-551-02348	07/04/24	07/31/24	07/01/24	17	17
44 FedEx Corporation	8-564-49107	07/18/24	07/31/24	07/10/24-07/15/24	35	35
45 Bank of America	N/A*	08/22/24	08/02/24	08/02/24	8,306	8,306
46 Consolidated Communications	20240715	07/15/24	08/07/24	07/15/24-08/14/24	2,850	2,850
47 AT&T	7604691904	07/19/24	08/07/24	07/19/24-08/18/24	1,976	1,976
48 Prime US-Park Tower LLC	20240801	07/22/24	08/07/24	08/01/24-08/31/24	106,605	106,605
49 Prime US-Park Tower LLC	2400-071124	07/11/24	08/09/24	05/21/24-06/03/24	1,134	1,134
50 Jambo Corp	2024-127	07/01/24	08/12/24	07/01/24-06/30/25	34,920	34,920
51 Keogh Multimedia	MK-2024-03	06/28/24	08/12/24	04/01/24-06/30/24	1,105	1,105
52 FedEx Corporation	8-570-85774	07/25/24	08/14/24	07/22/24	17	17
53 FedEx Corporation	8-577-93385	08/01/24	08/14/24	07/30/24	17	17
54 Caltronics Business Systems	4141936	08/05/24	08/14/24	08/01/24-08/31/24	2,485	2,485
55 Associated Right of Way Services, Inc.	22501	07/02/24	08/23/24	06/01/24-06/30/24	367	367
56 Gwen Buchholz, Permit Engineer, Inc.	2324-12	07/14/24	08/23/24	06/01/24-06/30/24	15,250	15,250
57 Commuter Industries, Inc.	240113	06/25/24	08/23/24	06/25/24	366	366
58 Bradner Consulting LLC	2324-06	06/30/24	08/23/24	06/01/24-06/30/24	50,560	50,560
59 Convergent Systems	45052	07/05/24	08/23/24	07/01/24-09/30/24	609	609
60 VMA Communications	DCA24June	07/12/24	08/23/24	06/01/24-06/30/24	99,475	99,475
61 National Pen Co., LLC dba Pens.com	113782923	07/22/24	08/23/24	07/22/24	392	392
62 National Pen Co., LLC dba Pens.com	113789267	07/26/24	08/23/24	07/26/24	392	392
63 FedEx Corporation	8-584-69869	08/08/24	08/23/24	08/02/24	17	17

*Auto-withdrawal for Bank of America Line of Credit fee.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
64 Lux Bus America Co.	109140	07/23/24	08/23/24	07/19/24	1,921	1,921
65 Parsons	2407B884	07/24/24	08/28/24	04/10/24-06/30/24	622,257	622,257
66 FedEx Corporation	8-592-05887	08/15/24	08/28/24	08/08/24	17	17
67 AECOM Technical Services	2000913560	07/25/24	09/06/24	01/31/24-06/30/24	983,634	983,634
68 AECOM Technical Services	2000912559	07/18/24	09/06/24	06/01/24-06/30/24	62,515	62,515
69 Jacobs	W8X97006-12	07/25/24	09/06/24	05/25/24-06/30/24	1,155,316	1,155,316
70 Consolidated Communications	20240815	08/15/24	09/06/24	08/15/24-09/14/24	2,850	2,850
71 FedEx Corporation	8-599-42286	08/22/24	09/06/24	08/15/24-08/16/24	35	35
72 AT&T	8875313905	08/19/24	09/06/24	08/19/24-09/18/24	1,986	1,986
73 Prime US-Park Tower LLC	20240901	08/26/24	09/06/24	09/01/24-09/30/24	106,605	106,605
74 Bender Rosenthal, Inc.	1180	07/17/24	09/18/24	06/01/24-06/29/24	20,120	20,120
75 Bradner Consulting LLC	2425-01	07/31/24	09/18/24	07/01/24-07/31/24	50,560	50,560
76 Hamner, Jewell & Associates	203844	07/30/24	09/18/24	06/01/24-06/30/24	1,771	1,771
77 Associated Right of Way Services, Inc.	22551	08/05/24	09/18/24	07/01/24-07/31/24	886	886
78 Best, Best, & Krieger	999910*	07/02/24	09/18/24	06/01/24-06/30/24	18,701	18,278
79 Parsons	2408A730	08/12/24	09/18/24	06/01/24-06/30/24	2,307	2,307
80 Launch Consulting	PS11032695	07/18/24	09/18/24	06/01/24-06/30/24	39,501	39,501
81 FedEx Corporation	8-606-64374	08/29/24	09/18/24	08/21/24	17	17
82 Caltronics Business Systems	4165725	09/03/24	09/18/24	09/01/24-09/30/24	2,499	2,499
83 VMA Communications	DCA24July*	08/13/24	09/20/24	07/01/24-07/31/24	48,899	48,384
84 Metropolitan Water District of So. Ca	501985*	07/24/24	09/20/24	06/01/24-06/30/24	23,395	23,299
85 Gwen Buchholz, Permit Engineer, Inc.	2425-01	08/14/24	09/20/24	07/01/24-07/31/24	16,625	16,625
86 East Bay Municipal Utility District	10192267	08/21/24	09/25/24	10/01/23-07/31/24	133,547	133,547
87 FedEx Corporation	8-619-84266	09/12/24	09/25/24	09/04/24-09/11/24	35	35
88 AECOM Technical Services	2000922790	08/15/24	10/04/24	07/01/24-07/26/24	122,280	122,280
89 Consolidated Communications	20240915	09/15/24	10/04/24	09/15/24-10/14/24	2,850	2,850
90 AT&T	4990393905	09/19/24	10/04/24	09/19/24-10/18/24	1,986	1,986
91 FedEx Corporation	8-626-25762	09/20/24	10/04/24	09/17/24-09/18/24	17	17
92 FedEx Corporation	8-633-33284	09/27/24	10/04/24	09/18/24-09/25/24	35	35
93 Prime US-Park Tower LLC	20241001	09/25/24	10/04/24	10/01/24-10/31/24	106,605	106,605
94 Parsons	2408B511	08/29/24	10/16/24	07/01/24-07/26/24	596,822	596,822
95 Parsons	2408C786	08/28/24	10/16/24	06/01/24-06/30/24	9,632	9,632
96 Jacobs	W8X97007-01	08/28/24	10/16/24	07/01/24-07/26/24	851,838	851,838
97 Hamner, Jewell & Associates	203878	08/07/24	10/16/24	07/01/24-07/31/24	799	799
98 Bender Rosenthal, Inc.	1288	08/13/24	10/16/24	07/01/24-07/26/24	11,146	11,146
99 Launch Consulting	PS11033365	08/22/24	10/16/24	07/01/24-07/31/24	25,968	25,968
100 Parsons	2409A601	09/12/24	10/16/24	07/01/24-08/30/24	785,854	785,854
101 Associated Right of Way Services, Inc.	22611	09/04/24	10/16/24	08/01/24-08/31/24	917	917
102 Bradner Consulting LLC	2425-02	09/03/24	10/16/24	08/01/24-08/30/24	50,560	50,560
103 Commuter Industries, Inc.	240136	09/09/24	10/16/24	09/09/24	366	366
104 Signs Now	109449	09/10/24	10/16/24	08/29/24-08/30/24	68	68
105 Miles Treaster & Associates	52573	09/19/24	10/18/24	06/10/24	26,518	26,518
106 Hamner, Jewell & Associates	203936	09/10/24	10/18/24	08/01/24-08/31/24	1,205	1,205
107 Launch Consulting	PS11033985	09/13/24	10/18/24	08/01/24-08/31/24	26,992	26,992
108 Convergent Systems	1040231	09/17/24	10/18/24	09/17/24	217	217
109 FedEx Corporation	8-647-76390	10/11/24	10/23/24	10/02/24-10/04/24	17	17
110 Caltronics Business Systems	4192177	10/03/24	10/23/24	10/01/24-10/31/24	2,380	2,380
111 Jacobs	W8X97007-02	09/16/24	10/30/24	07/27/24-08/30/24	1,356,652	1,356,652
112 FedEx Corporation	8-654-43071	10/18/24	10/30/24	10/09/24-10/16/24	35	35
113 Consolidated Communications	20241015	10/15/24	11/06/24	10/15/24-11/14/24	2,850	2,850
114 AT&T	6532665908	10/19/24	11/06/24	10/19/24-11/18/24	1,986	1,986
115 FedEx Corporation	8-662-33868	10/25/24	11/06/24	10/17/24-10/18/24	17	17
116 AirTouch Cellular (Verizon)	9976537772	10/17/24	11/06/24	09/18/24-10/17/24	128	128
117 Prime US-Park Tower LLC	20241101	10/22/24	11/06/24	11/01/24-11/30/24	106,605	106,605
118 AECOM Technical Services	2000933819	09/17/24	11/07/24	07/27/24-08/30/24	196,721	196,721
119 VMA Communications	DCA24AUG	09/09/24	11/13/24	08/01/24-08/31/24	80,112	80,112
120 Best, Best, & Krieger	1004841	08/31/24	11/13/24	07/01/24-07/31/24	21,304	21,304
121 Gwen Buchholz, Permit Engineer, Inc.	2425-02	09/13/24	11/13/24	08/01/24-08/31/24	11,875	11,875
122 Convergent Systems	45438	10/05/24	11/13/24	10/01/24-12/31/24	609	609
123 Caltronics Business Systems	4216096-CAL	11/01/24	11/13/24	11/01/24-11/30/24	2,849	2,849
124 Associated Right of Way Services, Inc.	22688	10/03/24	11/20/24	09/01/24-09/30/24	393	393
125 Gwen Buchholz, Permit Engineer, Inc.	2425-03	10/14/24	11/20/24	09/01/24-09/30/24	10,375	10,375
126 Bradner Consulting LLC	2425-03	09/30/24	11/20/24	09/01/24-09/30/24	50,560	50,560

* Certain expenses were disallowed by the DCO.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
127 VMA Communications	DCA24SEP	10/11/24	11/20/24	09/01/24-09/30/24	61,710	61,710
128 Keogh Multimedia	MK-2024-04	10/09/24	11/20/24	07/01/24-09/30/24	910	910
129 e-Builder	16531	11/04/24	11/20/24	10/26/24-10/25/25	156,304	156,304
130 FedEx Corporation	8-669-38960	11/01/24	11/27/24	10/29/24-10/30/24	17	17
131 FedEx Corporation	8-682-82659	11/15/24	11/27/24	11/05/24-11/12/24	35	35
132 FedEx Corporation	8-675-44237	11/08/24	11/27/24	10/31/24-11/01/24	17	17
133 onPar Advisors LLC	OPIN0281R	11/06/24	11/27/24	11/02/24-11/01/25	62,883	62,883
134 xViz LLC	XVIZINV112024006063	11/04/24	11/27/24	11/04/24-11/03/25	1,598	1,598
135 Bender Rosenthal, Inc.	1416	09/12/24	12/04/24	07/27/24-08/31/24	12,729	12,729
136 Metropolitan Water District of So. Ca	501994	08/14/24	12/04/24	07/01/24-07/31/24	14,411	14,411
137 Parsons	2410A605*	10/16/24	12/04/24	07/18/24-09/27/24	694,738	693,840
138 Jacobs	W8X97007-03	10/23/24	12/04/24	08/31/24-09/27/24	1,070,380	1,070,380
139 Best, Best, & Krieger	1007585	09/30/24	12/04/24	08/01/24-08/31/24	15,824	15,824
140 Best, Best, & Krieger	1009370	10/20/24	12/04/24	09/01/24-09/30/24	15,607	15,607
141 Amazon	1K7V-JCXT-NPMF	11/16/24	12/04/24	11/14/24	98	98
142 Launch Consulting	PSI1034327	10/14/24	12/09/24	09/01/24-09/30/24	25,536	25,536
143 Consolidated Communications	20241115	11/15/24	12/09/24	11/15/24-12/14/24	2,850	2,850
144 AT&T	5947845907	11/19/24	12/09/24	11/19/24-12/18/24	1,986	1,986
145 AirTouch Cellular (Verizon)	9978970569	11/17/24	12/09/24	10/18/24-11/17/24	216	216
146 Amazon	1YP1-JP1K-DQHJ	11/20/24	12/09/24	11/19/24	131	131
147 Prime US-Park Tower LLC	20241201	11/25/24	12/09/24	12/01/24-12/31/24	106,605	106,605
148 Caltronics Business Systems	4239320-CAL	12/02/24	12/13/24	12/01/24-12/31/24	2,423	2,423
149 Hamner, Jewell & Associates	204038	10/08/24	12/18/24	09/01/24-09/30/24	1,020	1,020
150 Bender Rosenthal, Inc.	1613	10/14/24	12/18/24	09/01/24-09/30/24	12,938	12,938
151 Signs Now	109825	10/22/24	12/18/24	10/15/24-10/17/24	41	41
152 Alvarez Associates, LLC	2428	09/27/24	12/18/24	07/17/24-09/26/24	13,500	13,500
153 Bradner Consulting LLC	2425-04	11/01/24	12/18/24	10/01/24-10/31/24	50,560	50,560
154 ARC Document Solutions, LLC	12611354	09/30/24	12/18/24	08/12/24-09/30/24	814	814
155 Bender Rosenthal, Inc.	1773	11/05/24	12/23/24	09/28/24-10/25/24	9,760	9,760
156 Launch Consulting	PSI1035347	11/08/24	12/23/24	10/01/24-10/31/24	29,255	29,255
157 Best, Best, & Krieger	1012222	11/14/24	12/23/24	10/01/24-10/31/24	18,844	18,844
158 Gwen Buchholz, Permit Engineer, Inc.	2425-04	11/10/24	12/23/24	10/01/24-10/31/24	12,100	12,100
159 Amazon	1DV71-KDVB-XDFH	11/27/24	12/23/24	11/25/24	17	17
160 ACWA	20240930	09/30/24	12/30/24	01/01/25-12/31/25	840	840
161 FedEx Corporation	8-697-16236	11/29/24	12/30/24	11/19/24-11/21/24	17	17
162 FedEx Corporation	8-710-08737	12/13/24	12/30/24	12/04/24-12/05/24	17	17
163 AECOM Technical Services	2000945181	10/21/24	01/08/25	07/16/24-09/27/24	135,731	135,731
164 Parsons	2411B201	11/13/24	01/08/25	07/18/24-10/25/24	672,546	672,546
165 VMA Communications	DCA24OCT	11/06/24	01/08/25	10/01/24-10/31/24	54,332	54,332
166 Commuter Industries, Inc.	240196	11/18/24	01/08/25	11/18/24	151	151
167 Consolidated Communications	20241215	12/15/24	01/08/25	12/15/24-01/14/25	2,850	2,850
168 AECOM Technical Services	2000955640	11/15/24	01/10/25	09/28/24-10/25/24	182,473	182,473
169 Hamner, Jewell & Associates	204128	11/14/24	01/10/25	10/01/24-10/31/24	267	267
170 Metropolitan Water District of So. Ca	502009	10/29/24	01/10/25	09/01/24-09/30/24	11,881	11,881
171 Metropolitan Water District of So. Ca	502007	10/28/24	01/10/25	08/01/24-08/31/24	23,619	23,619
172 Jacobs	W8X97007-04	11/25/24	01/10/25	08/31/24-10/25/24	1,140,454	1,140,454
173 FedEx Corporation	8-717-92773	12/20/24	01/10/25	12/10/24-12/17/24	35	35
174 AT&T	7024976902	12/19/24	01/10/25	12/19/24-01/18/25	1,986	1,986
175 AirTouch Cellular (Verizon)	6101386458	12/17/24	01/10/25	11/18/24-12/17/24	216	216
176 FedEx Corporation	8-724-83264	12/27/24	01/10/25	12/18/24-12/19/24	17	17
177 iSpring Solutions	IS-015674	12/20/24	01/10/25	12/05/24-12/04/25	7,964	7,964
178 Prime US-Park Tower LLC	20250101	12/25/24	01/10/25	01/01/25-01/31/25	107,686	107,686
179 Caltronics Business Systems	4266006-CAL	01/07/25	01/16/25	01/01/25-01/31/25	2,465	2,465
180 VMA Communications	DCA24NOV	12/06/24	01/27/25	11/01/24-11/30/24	31,389	31,389
181 Gwen Buchholz, Permit Engineer, Inc.	2425-05	12/15/24	01/27/25	11/01/24-11/30/24	12,625	12,625
182 Bradner Consulting LLC	2425-05	12/02/24	01/27/25	11/01/24-11/30/24	50,560	50,560
183 FedEx Corporation	8-730-44673	01/03/25	01/27/25	12/27/24-12/30/24	17	17
184 Parsons	2412A706	12/19/24	02/05/25	10/01/24-11/29/24	793,950	793,950
185 Bender Rosenthal, Inc.	1835	12/11/24	02/05/25	10/26/24-11/29/24	10,281	10,281
186 Launch Consulting	PSI1035961	12/18/24	02/05/25	11/01/24-11/30/24	26,388	26,388
187 Jacobs	W8X97007-05	12/19/24	02/05/25	10/26/24-11/29/24	1,457,091	1,457,091
188 AECOM Technical Services	2000967583	12/19/24	02/05/25	08/31/24-11/29/24	160,541	160,541
189 Bradner Consulting LLC	2425-06	01/01/25	02/05/25	12/01/24-12/31/24	50,560	50,560

* Certain expenses were disallowed by the DCO.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
190 Keogh Multimedia	MK-2025-01	01/02/25	02/05/25	10/01/24-12/31/24	1,105	1,105
191 Convergent Systems	45886	01/05/25	02/05/25	01/01/25-03/31/25	609	609
192 Consolidated Communications	20250115	01/15/25	02/07/25	01/15/25-02/14/25	2,850	2,850
193 FedEx Corporation	8-743-45519	01/17/25	02/07/25	01/08/25-01/09/25	18	18
194 AT&T	4497168900	01/19/25	02/07/25	01/19/25-02/18/25	1,986	1,986
195 AirTouch Cellular (Verizon)	6103828598	01/17/25	02/07/25	12/18/24-01/17/25	216	216
196 FedEx Corporation	8-750-35611	01/24/25	02/07/25	01/14/25-01/17/25	36	36
197 Prime US-Park Tower LLC	20250201	01/24/25	02/07/25	02/01/25-02/28/25	147,950	147,950
198 Gwen Buchholz, Permit Engineer, Inc.	2425-06	01/16/25	02/13/25	12/01/24-12/31/24	14,000	14,000
199 Miles Treaster & Associates	53350	01/07/25	02/13/25	01/07/25	12,440	12,440
200 Caltronics Business Systems	4291767-CAL	02/06/25	02/13/25	02/01/25-02/28/25	2,450	2,450
201 VMA Communications	DCA24DEC	01/17/25	02/19/25	12/01/24-12/31/24	55,001	55,001
202 Morrison Engineering, LLC	25-01	01/14/25	02/19/25	12/09/24-12/31/24	6,400	6,400
203 FedEx Corporation	8-757-28128	01/31/25	02/19/25	01/22/25-01/28/25	36	36
204 Staples	6023164002	01/31/25	02/19/25	12/31/24	87	87
205 FedEx Corporation	8-763-44438	02/07/25	02/19/25	02/04/25-02/05/25	18	18
206 AVI-SPL LLC	2354911	12/11/24	02/21/25	09/26/24	44,196	44,196
207 AVI-SPL LLC	2314439	10/11/24	02/21/25	08/07/24-08/06/25	13,821	13,821
208 AVI-SPL LLC	2379137	01/17/25	02/21/25	01/08/25	270	270
209 Consolidated Communications	20250215	02/15/25	03/05/25	02/15/25-03/14/25	2,849	2,849
210 FedEx Corporation	8-770-37259	02/14/25	03/05/25	02/06/25-02/07/25	18	18
211 AT&T	4123249909	02/19/25	03/05/25	02/19/25-03/18/25	1,986	1,986
212 AirTouch Cellular (Verizon)	6106277149	02/17/25	03/05/25	01/18/25-02/17/25	216	216
213 Prime US-Park Tower LLC	20250301	02/21/25	03/05/25	03/01/25-03/31/25	128,619	128,619
214 Bender Rosenthal, Inc.	1967	01/13/25	03/12/25	11/30/24-12/27/24	6,132	6,132
215 Launch Consulting	PSI1036541	01/17/25	03/12/25	11/19/24-12/31/24	25,237	25,237
216 Bradner Consulting LLC	2425-07	01/31/25	03/12/25	01/01/25-01/31/25	50,560	50,560
217 Parsons	2501A526	01/16/25	03/19/25	08/26/24-12/27/24	571,169	571,169
218 AECOM Technical Services	2000975689	01/17/25	03/19/25	10/21/24-12/27/24	147,300	147,300
219 Jacobs	W8X97007-06	01/28/25	03/19/25	11/30/24-12/27/24	885,053	885,053
220 Caltronics Business Systems	4313523-CAL	03/04/25	03/19/25	03/01/25-03/31/25	2,492	2,492
221 Associated Right of Way Services, Inc.	23007	02/06/25	03/21/25	01/01/25-01/31/25	1,048	1,048
222 Gwen Buchholz, Permit Engineer, Inc.	2425-07	02/14/25	03/21/25	01/01/25-01/31/25	11,375	11,375
223 Morrison Engineering, LLC	25-02	02/01/25	03/21/25	01/01/25-01/31/25	19,600	19,600
224 FedEx Corporation	8-784-64899	02/28/25	03/21/25	02/20/25-02/21/25	18	18
225 Parsons	2502A784	02/13/25	03/26/25	09/04/24-01/31/25	805,287	805,287
226 Hamner, Jewell & Associates	204430	02/13/25	04/04/25	12/01/24-01/31/25	546	546
227 Bender Rosenthal, Inc.	2113	02/21/25	04/04/25	12/28/24-01/31/25	19,864	19,864
228 Metropolitan Water District of So. Ca	502011	11/27/24	04/04/25	08/01/24-10/31/24	24,140	24,140
229 FedEx Corporation	8-798-30955	03/14/25	04/04/25	03/04/25-03/22/25	54	54
230 Consolidated Communications	20250315	03/15/25	04/04/25	03/15/25-04/14/25	2,849	2,849
231 FedEx Corporation	8-806-27650	03/21/25	04/04/25	03/12/25-03/19/25	36	36
232 AT&T	8817210010	03/19/25	04/04/25	03/19/25-04/18/25	1,986	1,986
233 AirTouch Cellular (Verizon)	6108756131	03/17/25	04/04/25	02/18/25-03/17/25	216	216
234 Prime US-Park Tower LLC	20250401	03/24/25	04/04/25	04/01/25-04/30/25	111,040	111,040
235 AECOM Technical Services	2000987798	02/18/25	04/16/25	12/28/24-01/31/25	144,762	144,762
236 Launch Consulting	PSI1037059	02/21/25	04/16/25	01/01/25-01/31/25	27,506	27,506
237 Best, Best, & Krieger	1013897	11/30/24	04/16/25	11/01/24-11/30/24	14,153	14,153
238 Bradner Consulting LLC	2425-08	03/02/25	04/16/25	02/01/25-02/28/25	50,560	50,560
239 Morrison Engineering, LLC	25-03	03/03/25	04/16/25	02/01/25-02/28/25	19,200	19,200
240 VMA Communications	DCA25JAN	02/06/25	04/16/25	01/01/25-01/31/25	65,236	65,236
241 Amazon	1H93-RFH3-QQ43	04/01/25	04/16/25	03/01/25-03/31/25	35	35
242 Caltronics Business Systems	4336665-CAL	04/01/25	04/16/25	04/01/25-04/30/25	2,708	2,708
243 Jacobs	W8X97007-07	02/24/25	04/23/25	11/30/24-01/31/25	1,305,755	1,305,755
244 FedEx Corporation	8-820-62829	04/04/25	04/23/25	03/26/25-03/31/25	18	18
245 FedEx Corporation	8-826-90554	04/11/25	04/23/25	04/04/25-04/07/25	18	18
246 Metropolitan Water District of So. Ca	502013	01/21/25	05/02/25	10/01/24-11/30/24	13,315	13,315
247 Metropolitan Water District of So. Ca	502024	03/10/25	05/02/25	12/01/24-12/31/24	15,831	15,831
248 Gwen Buchholz, Permit Engineer, Inc.	2425-08	03/15/25	05/02/25	02/01/25-02/28/25	13,125	13,125
249 Best, Best, & Krieger	1018702	01/31/25	05/02/25	12/01/24-12/31/24	29,182	29,182
250 Best, Best, & Krieger	1021451	02/28/25	05/02/25	01/01/25-01/31/25	24,244	24,244
251 Psomas	219021	03/12/25	05/02/25	02/01/25-02/27/25	3,534	3,534
252 Launch Consulting	PSI1037531	03/17/25	05/02/25	02/01/25-02/28/25	26,950	26,950



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
253 Metropolitan Water District of So. Ca	502036	03/20/25	05/02/25	01/01/25-01/31/25	10,323	10,323
254 AVI-SPL LLC	2421934	03/24/25	05/02/25	09/26/24	33,335	33,335
255 Consolidated Communications	20250415	04/15/25	05/02/25	04/15/25-05/14/25	2,849	2,849
256 AT&T	3045490012	04/19/25	05/02/25	04/19/25-05/18/25	1,986	1,986
257 AirTouch Cellular (Verizon)	6111252184	04/17/25	05/02/25	03/18/25-04/17/25	216	216
258 Prime US-Park Tower LLC	20250501	04/22/25	05/02/25	05/01/25-05/31/25	110,167	110,167
259 AECOM Technical Services	2000997666	03/17/25	05/07/25	02/01/25-02/28/25	68,400	68,400
260 Hammer, Jewell & Associates	204477	03/04/25	05/07/25	02/01/25-02/28/25	679	679
261 Bradner Consulting LLC	2425-09	03/31/25	05/07/25	03/01/25-03/31/25	50,560	50,560
262 Commuter Industries, Inc.	250037	03/26/25	05/07/25	03/26/25	672	672
263 Bender Rosenthal, Inc.	2277	03/18/25	05/07/25	02/01/25-02/28/25	9,119	9,119
264 Best, Best, & Krieger	1022601	03/13/25	05/07/25	02/01/25-02/28/25	21,365	21,365
265 Best, Best, & Krieger	1024663	04/06/25	05/07/25	03/01/25-03/31/25	19,584	19,584
266 VMA Communications	DCA25FEB	03/17/25	05/07/25	02/01/25-02/28/25	48,848	48,848
267 FedEx Corporation	8-835-11508	04/18/25	05/07/25	04/10/25-04/11/25	18	18
268 FedEx Corporation	8-842-34707	04/25/25	05/07/25	04/21/25-04/22/25	18	18
269 Matthew Ian Keogh	MK-2025-02	04/02/25	05/16/25	01/01/25-03/31/25	1,658	1,658
270 Parsons	2503C059	03/21/25	05/16/25	12/03/24-02/28/25	774,185	774,185
271 Rico's Window Coverings & Films	36736	04/21/25	05/16/25	04/21/25	3,439	3,439
272 Amazon	1VMT-MPYR-J4TY	05/01/25	05/16/25	04/01/25-04/30/25	706	706
273 Jacobs	W8X97007-08	03/24/25	05/21/25	02/01/25-02/28/25	1,520,996	1,520,996
274 FedEx Corporation	8-849-21073	05/02/25	05/21/25	04/16/25-04/28/25	46	46
275 Caltronics Business Systems	4363211-CAL	05/05/25	05/21/25	05/01/25-05/31/25	2,810	2,810
276 FedEx Corporation	8-856-76505	05/09/25	05/21/25	05/01/25-05/02/25	18	18
277 Psomas	219933	04/03/25	05/28/25	02/28/25-03/27/25	5,834	5,834
278 Launch Consulting	PSI1038071	04/16/25	05/28/25	03/01/25-03/31/25	27,121	27,121
279 Metropolitan Water District of So. Ca	502040	03/25/25	05/28/25	02/01/25-02/28/25	15,281	15,281
280 Gwen Buchholz, Permit Engineer, Inc.	2425-09 REV1	04/15/25	05/28/25	03/01/25-03/31/25	12,000	12,000
281 Convergent Systems	R46314	04/05/25	05/28/25	04/01/25-06/30/25	609	609
Subtotal July - May*					\$ 28,405,294	\$ 28,403,362
282 Metropolitan Water District of So. Ca	502047	04/15/25	06/02/25	03/01/25-03/31/25	\$ 28,385	\$ 28,385
285 ARC Document Solutions, LLC	12792261	04/25/25	06/02/25	10/30/24	489	489
283 ARC Document Solutions, LLC	12792265	04/25/25	06/02/25	11/21/24	296	296
284 ARC Document Solutions, LLC	12769460	03/31/25	06/02/25	03/25/25	314	314
286 Morrison Engineering, LLC	25-04	04/07/25	06/02/25	03/01/25-03/31/25	12,000	12,000
287 VMA Communications	DCA25MAR	04/22/25	06/02/25	03/01/25-03/31/25	96,946	96,946
288 Hammer, Jewell & Associates	204594	04/10/25	06/02/25	03/01/25-03/31/25	826	826
289 Bender Rosenthal, Inc.	2417	04/08/25	06/02/25	02/28/25-03/29/25	76,001	76,001
290 IRIS Intelligence, LLC	WYDCA01-003	04/25/25	06/04/25	06/01/25-05/31/26	27,831	27,831
291 Bradner Consulting LLC	2425-10	04/30/25	06/04/25	04/01/25-04/30/25	52,077	52,077
292 Miles Treaster & Associates	54084	04/29/25	06/04/25	04/29/25	1,000	1,000
293 FedEx Corporation	8-863-15548	05/16/25	06/04/25	05/07/25-05/09/25	18	18
294 Consolidated Communications	20250515	05/15/25	06/04/25	05/15/25-06/14/25	2,849	2,849
295 AirTouch Cellular (Verizon)	6113754565	05/17/25	06/04/25	04/18/25-05/17/25	216	216
296 AT&T	3039902015	05/19/25	06/04/25	05/19/25-06/18/25	1,986	1,986
297 FedEx Corporation	8-871-25353	05/23/25	06/04/25	05/13/25-05/21/25	36	36
298 Prime US-Park Tower LLC	20250601	05/22/25	06/04/25	06/01/25-06/30/25	88,750	88,750
299 AECOM Technical Services	2001011530	04/24/25	06/13/25	01/22/25-03/28/25	105,259	105,259
300 Launch Consulting	PSI1038489	05/08/25	06/13/25	04/01/25-04/30/25	39,401	39,401
301 Morrison Engineering, LLC	25-05	05/05/25	06/13/25	04/01/25-05/02/25	6,800	6,800
302 Parsons	2504C748	05/13/25	06/13/25	12/11/24-03/28/25	789,930	789,930
303 Amazon	1DXP-TWCF-LM16	06/01/25	06/13/25	05/01/25-05/31/25	476	476
304 Caltronics Business Systems	4386105-CAL	06/02/25	06/13/25	06/01/25-06/30/25	2,576	2,576
305 Jacobs	W8X97007-09	04/25/25	06/18/25	03/01/25-03/28/25	1,713,081	1,713,081
306 FedEx Corporation	8-878-53581	05/30/25	06/25/25	05/21/25-05/28/25	36	36
307 FedEx Corporation	8-884-74745	06/06/25	06/25/25	06/03/25-06/04/25	18	18
308 Best, Best, & Krieger	1029351	05/20/25	06/27/25	04/01/25-04/30/25	33,378	33,378
309 Metropolitan Water District of So. Ca	502064	05/14/25	06/27/25	04/01/25-04/30/25	25,374	25,374
310 Gwen Buchholz, Permit Engineer, Inc.	2425-10	05/15/25	06/27/25	04/01/25-04/30/25	13,125	13,125
311 Commuter Industries, Inc.	250082	05/14/25	06/27/25	05/14/25	150	150
312 Lucas Public Affairs, LLC	7310429	04/30/25	06/27/25	04/21/25-04/30/25	11,586	11,586
Subtotal June*					\$ 3,131,210	\$ 3,131,210
Total July - June*					\$ 31,536,504	\$ 31,534,572

* Totals may not foot due to rounding.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Payable Aging Schedule ⁽¹⁾
As of June 30, 2025

Payable To:	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>≥ 90</u>	<u>Total</u>
AECOM Technical Services					
Invoice #2001019494	\$ 132,340	\$ —	\$ —	\$ —	\$ 132,340
Invoice #2001029004	77,462	—	—	—	77,462
AirTouch Cellular (Verizon)					
Invoice #6116264514	216	—	—	—	216
AT&T					
Invoice #0763373017	993	—	—	—	993
Bender Rosenthal, Inc.					
Invoice #2535	54,041	—	—	—	54,041
Invoice #2680	51,135	—	—	—	51,135
Bradner Consulting LLC					
Invoice #2425-11	52,077	—	—	—	52,077
Consolidated Communications					
Invoice #20250615	1,425	—	—	—	1,425
FedEx Corporation					
Invoice #8-892-62207	36	—	—	—	36
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2425-11	10,000	—	—	—	10,000
Hamner, Jewell & Associates					
Invoice #204660	1,040	—	—	—	1,040
Jacobs					
Invoice #W8X97007-10	1,701,426	—	—	—	1,701,426
Lucas Public Affairs, LLC					
Invoice #7310468	64,778	—	—	—	64,778
Metropolitan Water District of So. Ca					
Invoice #502068	23,189	—	—	—	23,189
Morrison Engineering, LLC					
Invoice #25-06	6,400	—	—	—	6,400
Mythics VIII, LLC					
Invoice #BD0001450	33,349	—	—	—	33,349
Parsons					
Invoice #2505C180	807,608	—	—	—	807,608
Psomas					
Invoice #221411	22,548	—	—	—	22,548
Invoice #222178	33,417	—	—	—	33,417
Signs Now					
Invoice #111552	444	—	—	—	444
VMA Communications					
Invoice #DCA25APR	83,240	—	—	—	83,240
	\$ 3,157,164	\$ —	\$ —	\$ —	\$ 3,157,164

*Totals may not foot due to rounding.

⁽¹⁾ Extraction date from Trimble by MWD determines aging classification.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Receivable Aging Schedule ⁽¹⁾
As of June 30, 2025

<u>Receivable From:</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>Total</u>
Department of Water Resources					
Invoice #DCA-759	\$ 132,341	\$ —	\$ —	\$ —	132,341
Invoice #DCA-762	106,118	—	—	—	106,118
Invoice #DCA-763	1,701,426	—	—	—	1,701,426
Invoice #DCA-764	114,595	—	—	—	114,595
Invoice #DCA-765	35,943	—	—	—	35,943
Invoice #DCA-766	807,608	—	—	—	807,608
Invoice #DCA-767	88,750	—	—	—	88,750
Invoice #DCA-768	75,808	—	—	—	75,808
Invoice #DCA-769	77,462	—	—	—	77,462
Invoice #DCA-770	2,238	—	—	—	2,238
	<u>\$ 3,142,289</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>3,142,289</u>

*Totals may not foot due to rounding.

⁽¹⁾ Approval date by the DCO determines aging classification.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Jun. 1, 2025 Jun. 30, 2025	Year to Date Jun. 30, 2025
Receipts:		
Contributions ⁽¹⁾	\$ 2,965,925	\$ 31,597,154
Disbursements:		
Program management office		
Executive office	246,977	2,528,074
Community engagement	120,573	1,066,403
Program controls	478,780	4,837,706
Administration	279,598	3,525,216
Procurement	47,200	659,676
Property	100,819	451,343
Permitting management	61,355	563,438
Health and safety	33,440	395,223
Quality management	73,273	806,289
Program initiation		
Engineering	1,552,182	12,820,132
Fieldwork	105,259	3,610,241
Geotechnical management	31,754	270,831
Total disbursements	3,131,210	31,534,572
Net changes in cash	(165,285)	62,582
Cash at July 1, 2024	—	752,864
Cash at June 1, 2025	980,731	—
Cash at June 30, 2025	\$ 815,446	\$ 815,446

Statements of Revenues, Expenses and Changes in Net Position

	Jun. 1, 2025 Jun. 30, 2025	Year to Date Jun. 30, 2025
Revenues:		
Contributions ^(1a)	\$ 3,250,612	\$ 29,614,899
Expenses*:		
Program management office		
Executive office	192,921	2,212,401
Community engagement	156,247	926,153
Program controls	429,974	4,692,986
Administration	302,408	3,411,571
Procurement	57,796	583,100
Property	191,489	569,566
Permitting management	53,340	547,199
Health and safety	31,768	366,191
Quality management	73,874	749,433
Program initiation		
Engineering	1,554,139	12,381,618
Fieldwork	209,803	2,772,201
Geotechnical management	26,617	297,448
Total expenses	3,280,376	29,509,867
Changes in net position	(29,764)	105,032
Net position at June 30, 2024	—	1,125,366
Net position at May 31, 2025	1,260,162	—
Net position at June 30, 2025	\$ 1,230,398	\$ 1,230,398

* Amounts may include prior month accruals that were not previously captured due to timing.

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO as well costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Jun. 1, 2025 Jun. 30, 2025	Year to Date Jun. 30, 2025	Jun. 1, 2025 Jun. 30, 2025	Year to Date Jun. 30, 2025
Receipts/Revenues:				
Contributions	\$ 2,965,925 ⁽¹⁾	\$ 31,597,154 ⁽¹⁾	\$ 3,250,612 ^(1a)	\$ 29,614,899 ^(1a)
Disbursements/Expenses*:				
Program management office				
Executive office	246,977	2,528,074	192,921	2,212,401
Community engagement	120,573	1,066,403	156,247	926,153
Program controls	478,780	4,837,706	429,974	4,692,986
Administration	279,598	3,525,216	302,408	3,411,571
Procurement	47,200	659,676	57,796	583,100
Property	100,819	451,343	191,489	569,566
Permitting management	61,355	563,438	53,340	547,199
Health and safety	33,440	395,223	31,768	366,191
Quality management	73,273	806,289	73,874	749,433
Program initiation				
Engineering	1,552,182	12,820,132	1,554,139	12,381,618
Fieldwork	105,259	3,610,241	209,803	2,772,201
Geotechnical management	31,754	270,831	26,617	297,448
Total disbursements/expenses	3,131,210	31,534,572	3,280,376	29,509,867
Net changes in cash	(165,285)	62,582		
Cash at July 1, 2024	—	752,864		
Cash at June 1, 2025	980,731	—		
Cash at June 30, 2025	\$ 815,446	\$ 815,446		
Changes in net position			(29,764)	105,032
Net position at June 30, 2024			—	1,125,366
Net position at May 31, 2025			1,260,162	—
Net position at June 30, 2025			\$ 1,230,398	\$ 1,230,398

* Amounts may include prior month accruals that were not previously captured due to timing.

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO as well costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.



Delta Conveyance Design and Construction Joint Powers Authority

Budget vs Cost by Appropriation - PTD, YTD

Current Period: JUN-25

Appropriation	Period-to-Date				Year-to-Date			
	Actual	Budget	Variance	Variance %	Actual	Budget	Variance	Variance %
Executive office	\$ 192,921	\$ 411,642	\$ 218,721	53.1%	\$ 2,212,401	\$ 4,939,700	\$ 2,727,299	55.2%
Community engagement	156,247	102,050	(54,197)	(53.1%)	926,153	1,224,600	298,447	24.4%
Program controls	429,974	408,792	(21,182)	(5.2%)	4,692,986	4,905,500	212,514	4.3%
Administration	302,408	294,642	(7,766)	(2.6%)	3,411,571	3,535,700	124,129	3.5%
Procurement	57,796	63,575	5,779	9.1%	583,100	762,900	179,800	23.6%
Property	191,489	85,692	(105,797)	(123.5%)	569,566	1,028,300	458,734	44.6%
Permitting management	53,340	104,550	51,210	49.0%	547,199	1,254,600	707,401	56.4%
Health and safety	31,768	35,967	4,199	11.7%	366,191	431,600	65,409	15.2%
Quality management	73,874	58,217	(15,657)	(26.9%)	749,433	698,600	(50,833)	(7.3%)
Sustainability	—	41,792	41,792	100.0%	—	501,500	501,500	100.0%
Engineering	1,554,139	1,161,558	(392,581)	(33.8%)	12,381,618	13,938,700	1,557,082	11.2%
Fieldwork	209,803	777,850	568,047	73.0%	2,772,201	9,334,200	6,561,999	70.3%
Geotechnical management	26,617	37,025	10,408	28.1%	297,448	444,300	146,852	33.1%
Total	\$ 3,280,376	\$ 3,583,352	\$ 302,976	8.5%	\$ 29,509,867	\$ 43,000,200	\$ 13,490,333	31.4%



Delta Conveyance Design and Construction Joint Powers Authority
Appropriation - Trend
Current Period: JUN-25

Appropriation	JUL-24		AUG-24		SEP-24		OCT-24		NOV-24		DEC-24		JAN-25		FEB-25		MAR-25		APR-25		MAY-25		JUN-25		Total	
Executive office	\$	177,401	\$	\$	102,530	\$	271,766	\$	218,125	\$	139,461	\$	177,737	\$	60,126	\$	237,822	\$	201,478	\$	222,040	\$	210,995	\$	192,920	2,212,401
Community engagement		120,435			51,475		17,357		152,282		55,814		37,753		59,749		10,905		81,142		160,465		22,529		156,247	926,153
Program controls		304,096			—		804,438		421,449		341,989		483,793		102,533		800,866		—		525,068		478,779		429,975	4,692,986
Administration		241,517			178,723		396,093		267,183		275,809		243,933		230,675		425,254		249,746		297,446		302,784		302,408	3,411,571
Procurement		57,120			1,077		105,284		50,114		49,760		57,658		—		100,776		2,635		54,916		45,964		57,796	583,100
Property		18,809			22,777		32,595		34,045		9,760		2,914		19,192		19,179		39,113		78,875		100,818		191,489	569,566
Permitting management		38,900			16,625		77,961		54,225		12,100		60,928		75,376		30,996		30,823		34,569		61,355		53,341	547,199
Health and safety		24,000			—		79,478		33,440		32,395		36,784		—		61,446		—		33,440		33,440		31,768	366,191
Quality management		46,485			—		149,201		54,340		70,980		75,979		—		130,953		—		74,348		73,273		73,874	749,433
Engineering		941,699			—		1,896,255		939,032		—		1,004,145		1,236,126		717,387		1,226,812		1,313,841		1,552,182		1,554,139	12,381,618
Fieldwork		1,165,384			255,827		—		196,721		135,731		182,472		160,541		147,300		144,763		68,400		105,259		209,803	2,772,201
Geotechnical management		—			—		55,612		32,012		—		24,339		44,503		24,340		30,170		28,101		31,754		26,617	297,448
Total	\$	3,135,846	\$		629,034	\$	3,886,040	\$	2,452,968	\$	1,123,799	\$	2,388,435	\$	1,988,821	\$	2,707,224	\$	2,006,682	\$	2,891,509	\$	3,019,132	\$	3,280,377	29,509,867

* Totals may not foot/crossfoot due to rounding.

DCP Communications Report

Contact: Jessyca Sheehan, DCA Communications Manager

Agenda Date: August 21, 2025 Board Meeting

Item No. 8c

Subject: DCP Communications Status Update

Summary:

The 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.

DWR Environmental Manager's Report

Contact: Carolyn Buckman, DWR Environmental Manager

Date: August 21, 2025, Board Meeting

Item No. 8d

Subject: DWR Environmental Program Manager's Status Update

Summary:

The Department of Water Resources (DWR) is proceeding with permitting activities for the approved single-tunnel solution to modernize and rehabilitate the State Water Project infrastructure in the Delta.

Detailed Report:

DWR is continuing to take the next steps to pursue numerous state and federal permits or authorizations, including those required by the State Water Resources Control Board (SWB), the Delta Stewardship Council (DSC), and compliance with the Endangered Species Act.

Water Rights. The SWB hearing process on DWR's petition to add two new points of diversion continued on August 12 with the protestants presenting their case-in-chief. This phase of the hearing will continue on multiple days through October 15.

Endangered Species Act. DWR is working with the U.S. Fish and Wildlife Service and National Marine Fisheries Service to complete consultation efforts on project construction for the federal Endangered Species Act.

Delta Plan Consistency. DWR is developing a certification of consistency with the Delta Plan. We are planning to submit the certification to the DSC this fall, which will start a 30-day appeal period.

Accountability Action Plan. DWR released an Accountability Action Plan in August that documents multiple efforts to avoid, minimize, or offset construction-related effects to communities. The plan describes how DWR will maintain public transparency and facilitate awareness of the numerous programs and commitments made. There are five core components of the plan: ombudsman office, regulatory mitigation, community benefits program, community advisory group(s), and project communications. Additional information is available [here](#).

Recommended Action:

Information only.