



(888) 853-8486
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February 17, 2026

Attn: ***Delta Conveyance Design and Construction Authority Board of Directors***

Subject: ***Final Materials for the February 19, 2026, 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, February 19, 2026 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 amended agenda and final 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, February 19, 2026
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. Santa Clarita Valley Water Agency, Boardroom, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 83420192830#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/83420192830?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) December 18, 2025, Regular Meeting Minutes

7. **DISCUSSION ITEMS**

- (a) February Monthly Board Report

Recommended Action: Information Only.

- (b) Sr. Leadership Spotlight – Ashley Partida, Human Resources Manager

Recommended Action: Information Only.

- (c) Amendment to the DCA Policy Against Discrimination, Harassment and Retaliation

Recommended Action: Adopt Resolution.

~~(d) Amendment to the DCA Travel Policy~~

~~Recommended Action: Adopt Resolution.~~

(e) Approval of Amendments to Real Estate Services Agreements

- i. Third Amendment to the Associated Right of Way Services Real Estate Services Agreement
- ii. Third Amendment to the Hamner, Jewel and Assoc. Real Estate Services Agreement
- iii. Fourth Amendment to the Bender Rosenthal Real Estate Services Agreement

Recommended Action: Adopt Resolutions

(f) Discuss and Potentially Appoint a Director Legislative Liaison

Recommended Action: Discuss and potentially appoint 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

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

April 16, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

May 21, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

June 18, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING

Thursday, December 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: 89581762692#, <https://dcdca-org.zoom.us/j/89581762692?from=addon> at 1:30 pm.

2. ROLL CALL

Board members in attendance from the DCA Boardroom were President Martin Milobar, Director Robert Cheng, Director John Weed and Director Jacquelyn McMillan. Director Tony Estremera, Director Gary Martin and Director Adnan Anabtawi participated remotely.

Alternate Directors in attendance remotely were Dennis LaMoreaux, Sarah Palmer, Royce Fast, Michael Plinski and Shiloh Ballard. The Board Clerk captured their attendance for the record.

DCA staff members in attendance were Graham Bradner, Josh Nelson, Jessyca Sheehan, Julia Adelman, Catherine Sheane, and Gwen Buchholz.

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

3. CLOSED SESSIONS

No public comment requests were received for this item.

4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE

President Milobar opened the regular session at approximately 2:08 p.m. and asked Josh Nelson, DCA General Counsel, to report out on closed session. There were no reportable actions.

5. PUBLIC COMMENT

No public comment requests were received for this item. President Milobar closed the public comment item.

6. APPROVAL OF MINUTES: October 16, 2025, Regular Board Meeting

Recommendation: Approve the October 16, 2025, Regular Board Meeting Minutes

Motion to Approve Minutes from October 16, 2025, as

Noted: Estremera
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 25-12-01).

7. DISCUSSION ITEMS:

a) December DCA Monthly Report

Informational Item

DCA Executive Director, Graham Bradner, presented the Monthly Report for December 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 (BODR) 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.

Regarding the budget overview, the Board of Directors approved the Fiscal Year (FY) 2025/26 budget of \$65M. DCA has committed a total of \$56.4M through task orders and contracts and, to date, has incurred \$17.5M. The Estimate at Completion (EAC) is \$65M. The work progress for vendors that have deliverables is 40% complete with 39% of the estimated budget spent. Small Business Enterprise/Disabled Veteran Business Enterprise (SBE/DVBE) committed contracts participation is nine (9) percent, and of that, seven (7) percent has been invoiced.

Outreach efforts have included attendance at the Association of California Water Agencies conference (ACWA), development of additional cost messaging along with a supporting one-pager, creating a Threads social media profile for the DCA, and preparing the first edition of the DCA Quarterly Newsletter.

President Milobar inquired if the last fiscal year audit has reached a conclusion.

Mr. Bradner confirmed that the last fiscal year was closed with a 26% total underrun.

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

b) Sustainability Update

Informational Item

DCA Sustainability Manager, Catherine Sheane, provided an update on the Sustainability Program, noting that the team previously presented a summary of activities since adoption of the Sustainability Plan in 2023, including performance benchmarking and anticipated actions for FY 2025/26. She reported that the program continues to advance through the establishment of sustainability goals adopted by the Board in June 2023, including the development of a programmatic sustainability plan to define program wide requirements, and the integration of these actions into design and construction activities. Ms. Sheane emphasized that the program aligns with the DCA's core sustainability goals—reducing energy and water consumption, conserving natural resources, considering community and social context, understanding supply chain impacts, prioritizing health and safety, and regularly reporting on progress. She also highlighted strong alignment between the DCA's approach and related goals and policies of the Public Water Agencies (PWA's) and the DWR.

DCA Sustainability Specialist, Julia Adelman, provided an overview of the program's benchmarking efforts using the Institute for Sustainable Infrastructure (ISI) Envision Sustainability Framework, noting its comprehensive evaluation of environmental, economic, and social considerations. She described the iterative nature of benchmarking and presented the program's current performance across the Envision categories. She outlined examples of feasible sustainability opportunities such as enhancements to surface and groundwater monitoring and noted others that fall outside the DCA's purview or remain premature for evaluation. She also expressed how continued assessment has allowed the team to identify additional feasible improvements, such as expanded lighting requirements for sensitive areas.

Ms. Adelman noted that the proportion of "feasible as is" opportunities increased from 20% in June 2024 to 26% as of December 2025, demonstrating the value of ongoing benchmarking. Per the team's evaluation, there is evidence that as the program progresses, the sustainability achievement level becomes more certain. She emphasized that while the framework is providing meaningful insight, it remains too early to pursue third party verification. The team will continue using Envision as a self-assessment tool and is developing the Programmatic Sustainability Plan as a living document, which will include

appropriate metrics and target developments, and will integrate with other program documentation and environmental tracking systems.

President Milobar thanked staff for the presentation, noting that it provided a clear and well-structured framework.

Director Cheng expressed appreciation for the depth of the discussion and inquired about the number of projects that have gone through the ISI Envision Process, as well as the benefits of pursuing formal certification.

Ms. Sheane responded that she would follow up with the specific number of certified projects while also noting that Parsons has completed several Envision certifications. She explained that certification requires substantiation of all credits claimed and that the benefits are multifaceted, with Envision serving as an effective tool for communication and comparison. She also indicated that third party validations add credibility to the results.

Ms. Adelman confirmed that the total number of projects that have completed the formal certification process are in the hundreds.

Director Martin asked whether the ISI Envision certification process extends through construction to ensure that all commitments made in the application are fulfilled.

Ms. Sheane explained that projects typically submit a documentation package at the conclusion of design no earlier than 95% of design completeness. A follow-up submission is then required at the end of construction to substantiate implementation and performance, including evidence supporting credits such as construction waste diversion thresholds and other tracked activities.

President Milobar asked for clarification on whether this was part of the Environmental Impact Report (EIR) requirements.

Ms. Adelman clarified that while the EIR acknowledges sustainability, it does not require ISI Envision Process. This requirement comes from the DCA.

No further comments or questions were received from the Board.

c) **Annual Financial Audit Report**

Informational Item

Mr. Bradner introduced Russel Robertson, Director at MGO, the firm responsible for conducting the audit.

Mr. Robertson provided background on the audit process, explaining that his firm is engaged through the Metropolitan Water District of Southern California (MWD) to perform the financial statement review. As part of MWD's role as trustee for the DCA, the audit covers the Statement of Cash Receipts and Disbursements, which is prepared on a cash basis accounting framework and relies on MWD's internal controls. He noted that the required audit communications would be presented to the Board. Mr. Robertson reported that for FY 2024/25 the DCA received an unmodified opinion, with no anomalies, no adjustments, and all financial information found to be appropriate and in order.

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

d) **Sr. Leadership Spotlight, Gwen Buchholz, DCA Environmental Division Manager**

Informational Item

Mr. Bradner presented to the Board the updated Organization Chart. Referring to the Organization Chart previewed back in February, he informed the Board that the chart has been reorganized to a new structure. Mr. Bradner listed the six (6) major divisions and emphasized the establishment of clear roles and responsibilities. He ensured that key leadership positions are filled. He briefly introduced DCA's Environmental Division Manager, Gwen Buchholz, whose spotlight is item 7d on the Agenda.

Ms. Buchholz introduced herself as the DCA's Environmental Manager, outlined her extensive background in California, with degrees in physics from Sacramento State and civil engineering from UC Davis. She highlighted nearly five (5) decades of professional experience, including long tenures with Montgomery Engineers and Jacobs Engineering, and a broad portfolio spanning sixteen states and multiple countries. Ms. Buchholz emphasized her longstanding involvement with the Delta Conveyance since 2006, her work on major environmental documents for the State, and her experience with large diameter pipeline projects. She noted that this background supports her role in integrating environmental considerations with the DCA's engineering and technical teams.

President Milobar expressed appreciation for her expertise and its importance in supporting the DCA's environmental work.

Director Anabtawi commended her passion for California water projects and acknowledged her strong performance during the State Board Water Rights Hearing.

Director Martin, along with Director Estremera, welcomed Ms. Buchholz and expressed appreciation for the depth of her experience.

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

e) **Conflict of Interest Code Amendment**

Adopt Resolution

Mr. Nelson reported that, under the Political Reform Act (the “Act”), the DCA is required to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal economic interests. The Conflict of Interest Code identifies filers and reporting categories within the Authority to file Statements of Economic Interests (Form 700).

The Act further requires that the Authority regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances. Pursuant to the Act, the Authority adopted a Conflict of Interest Code which was last amended on May 19, 2022. Given the organizational changes presented by Mr. Bradner in the prior agenda item, the Authority has determined that the Code should be amended to include new positions required to be designated, revise titles of existing positions and revise disclosure categories to include a new category.

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

Recommendation: Adopt Resolution Amending the Authority’s Conflict of Interest Code

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 25-22).

8. STAFF REPORTS AND ANNOUNCEMENTS:

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

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

a. General Counsel's Report

Mr. Nelson provided an overview of two new state laws addressed in the report. He first highlighted SB 827, which requires Directors to complete two (2) hours of financial-related training every two (2) years, with the first training due by January 1, 2028. He noted that completion of the training for one agency satisfies the requirement for all agencies a Director serves.

Mr. Nelson then summarized SB 707, a substantial update to the Brown Act that distinguishes between agencies with eligible legislative bodies and those without; the DCA is expected to fall into the latter category, resulting in fewer required changes. SB 707 now incorporates Americans with Disabilities Act (ADA) accommodations for remote participation. It also streamlines the alternative teleconferencing provisions previously available under AB 2449, consolidating "personal emergency" and "just cause" into a single "just cause" standard for remote participation from a private location without publicly posting this address. He noted that SB 707 also requires agencies to provide Board members with a copy of the Brown Act.

Director Martin inquired if there is an online training opportunity.

Mr. Nelson clarified that SB 827 training differs from the AB1234; the state agency will not provide a version of the training but stated that he will report back if mistaken.

No further comments or questions were received from the Board.

b. Treasurer's Report

Adam Benson filled in for DCA Treasurer, Katano Kasaine, remotely. Mr. Benson informed the Board that the written report was included in the meeting packet. As of October 1, 2025, the DCA reported an opening cash balance of \$564,823. During the period from October 1, 2025 through November 30, 2025. DCA received a total of \$7M in contributions and had disbursements totaling \$5.8M, resulting in an ending cash balance of \$1.7M as of November 30, 2025.

No comments or questions were received from the Board.

c. DCP Communications Report

DCA Communications Manager, Jessyca Sheehan, informed the Board that November outreach efforts included substantial preparation for the ACWA Fall Conference, where the team engaged with PWAs and unveiled the DCA's updated branding across booth materials. She noted that the event provided a valuable opportunity to share information and address stakeholder questions. The Communications team also continued close

coordination with DWR and the State Water Contractors through calls with the PWAs to gather feedback and discuss planning for 2026 outreach activities.

Ms. Sheehan announced that the DCA plans to launch a quarterly newsletter early next year to provide updates on DCA activities and distribute new fact sheets and materials suitable for sharing on social media. The team recently established a Threads account to expand the DCA's digital reach and is finalizing Spanish and Chinese translations for new fact sheets. Looking ahead to 2026, Ms. Sheehan reported that the DCA is planning to participate in the Southern California Water Coalition Quarterly Meeting and Luncheon, as well as the Urban Water Institute Spring Conference.

President Milobar acknowledged the Communications Team's increased public engagement efforts under Ms. Sheehan's leadership, expressing appreciation for the expanded outreach and its positive impact.

Director Cheng asked how the DCA measures the success of its outreach activities, and whether comparisons to other projects are useful in evaluating message penetration to the public.

Ms. Sheehan explained that success is assessed through both quantitative and qualitative metrics and qualitative feedback. She noted that interactions at the ACWA conference, where many attendees stopped by expressing support, had reflected a growing awareness and positive engagement. She emphasized the importance of identifying opportunities to be present in stakeholder spaces to continue building that momentum.

Director McMillan inquired about plans to increase website traffic and whether contract information gathered at conferences is being incorporated into our outreach efforts.

Ms. Sheehan stated that the team is utilizing sign-up lists and expects the forthcoming newsletter to serve as a consistent driver of website traffic. She added that once updates to the document and video libraries are complete, the team will conduct a broader outreach push to make information easier for the public to access.

No further comments or questions were received from the Board.

d. DWR Environmental Report

DWR Environmental Manager, Carrie Buckman, informed the Board that the U.S. Army Corps of Engineers completed the National Environmental Policy Act (NEPA) compliance and released the Final Environmental Statement on November 21, which is now available on the Corp's website. She noted continued progress on the Water Rights process, explaining that DWR's petition to add two new points of diversion has completed the first phase and second phase. DWR will submit rebuttal testimony on December 22, and the hearing will continue on February 20, 2026.

Ms. Buckman also noted that DWR is working with the U.S. Fish and Wildlife Service and National Marine Fisheries Service (NMFS) to complete consultation efforts on project on construction for the federal Endangered Species Act. These efforts were delayed by the government shutdown, but the agencies have resumed work on biological opinions. DWR has also submitted the certification of consistency with the Delta Plan to the Delta Stewardship Council (DSC) on October 17, and ten appeals were received on November 17. The DSC will conduct a hearing on the appeals on February 26-27th, 2026.

No comments or questions were received from the Board.

e. Verbal Reports, if any

Director Cheng expressed his appreciation to the DCP staff for their hard work on the project this year.

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: 89581762692#, <https://dcdca-org.zoom.us/j/89581762692?from=addon>



February 2026 Monthly Report

Activities in January 2026

Agenda Item 7a

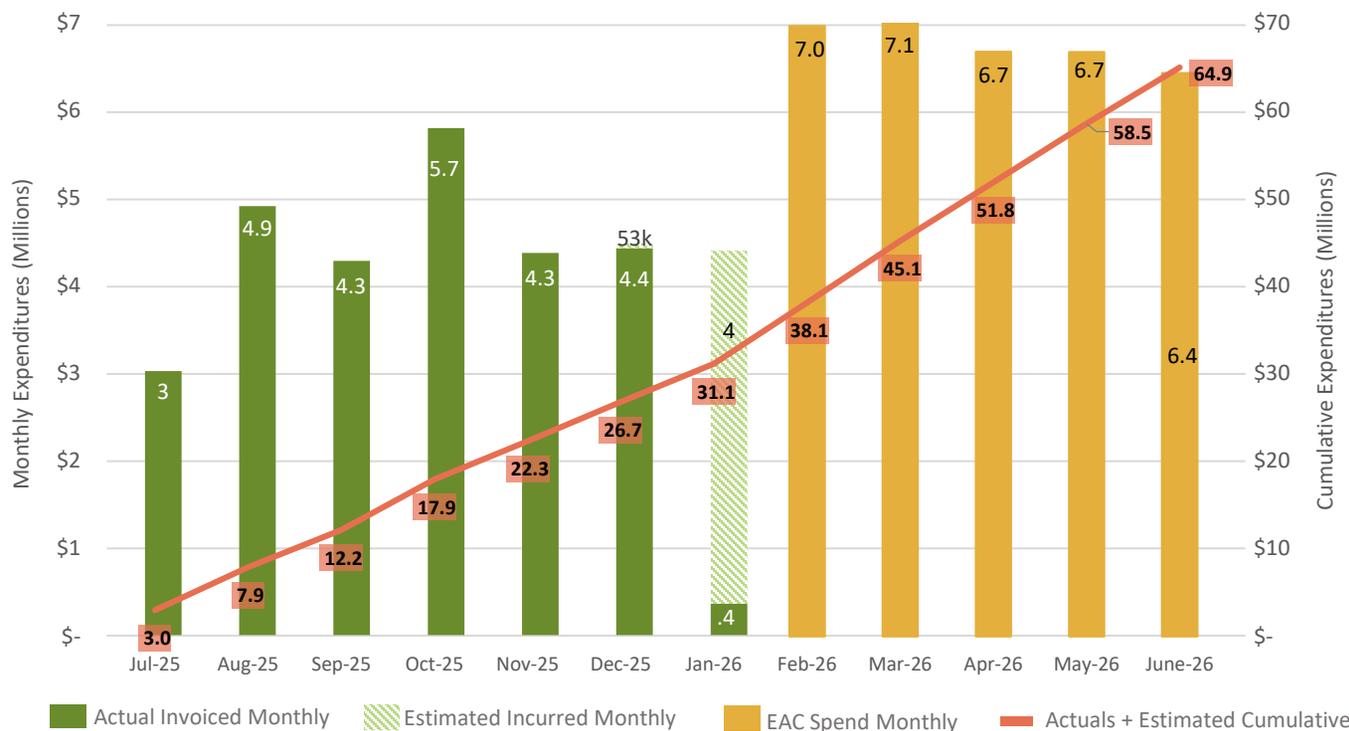
Delivering The Future: DCA At Work

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 refinements; updated cost estimate and Basis of Design Report (BODR) planned for early 2027
- Development of internal management plans, procedures, and workflows for transitioning to delivery phase in 2027

Executive Summary

Actual/Forecasted Expenditures



Financials

- FY25/26 Budget = \$65.0M
- Financial Performance: EAC = \$65.0M; \$58.2M committed; \$27.2M incurred
- Work Progress: 55% complete vs. 54% estimated spent
- SBE/DVBE Participation: 9% of committed contracts; 7% of invoiced to date

Procurements

- There are no active professional services procurements at this time
- Industry Day scheduled for March 2 for firms interested in upcoming Programmatic Geotechnical Services RFQ

Outreach

- Supporting DCA Geotech Industry Day
- Developed the first edition of the DCA Quarterly Newsletter
- Published translated fact sheets to DCA website in Spanish and Chinese

Activities and Highlights

TECHNICAL SERVICES	LAND ACQUISITION	ENVIRONMENTAL
JANUARY 2026 HIGHLIGHTS		
<ul style="list-style-type: none"> • Conducted four all day workshops to review BODR (Basis of Design Report) content with DWR and PWA participants – update BODR as appropriate based on feedback • Continued to support development of the Master Program Schedule, near-term schedule, and budget profile • Continued to support DWR permitting efforts 	<ul style="list-style-type: none"> • Developed the Preliminary Real Estate Plan • Oversaw Record Research by PSOMAS to map the existing encumbrances of record within the proposed alignment • Worked with DCO on Batch 5 TEPs for fieldwork and upcoming additional TEPs • Coordinated with DCO and DCA Survey Manager on boundary surveys 	<ul style="list-style-type: none"> • Coordinated with DCO and Technical Services Division to provide input to the Pre-implementation Phase Authorization Package under the California Department of Fish and Wildlife Incidental Take Permit • Coordinated with DCO to provided information related to the Project Description Refinements in the BODR for consideration with the FEIR • Coordinated with Technical Services Division to prepare Environmental Commitment sections of the BODR
ONGOING		
<ul style="list-style-type: none"> • Continue to advance the design to issue BODR and updated schedule and Class 3 cost estimate in early 2027 • Preparing for Geotechnical Field Work pending removal of preliminary injunction (target May 1, 2026) • Continue to support DWR on permitting activities – Change in Point of Diversion, Delta Plan Consistency, and CEQA 	<ul style="list-style-type: none"> • Manage development, tracking and acquisition of temporary access rights to support field explorations and surveys • Prepare right-of-way cost estimate for all impacted parcels • Continue to receive title reports 	<ul style="list-style-type: none"> • Continue to participate in review of the BODR for consistency with environmental commitments • Continue coordination with the Field Investigation Teams to update the Environmental Commitment Tracking and Reporting program for future Geotechnical Investigations using the DCO BEACON program • Continue supporting Change of Point of Diversion hearings at the State Water Resources Control Board and other ongoing permitting processes being completed by DCO

Activities and Highlights

PROGRAM SUPPORT	COMMUNICATIONS	LEGAL	EXECUTIVE OFFICE
JANUARY 2026 HIGHLIGHTS			
<ul style="list-style-type: none"> • Cost loading and schedule logic build out of near term PMO activities in Master Program Schedule • Cost estimating detailed work plan under development to identify all work packages required to develop estimate in advance of BODR completion • Procurement support for upcoming Programmatic Geotechnical Services RFQ 	<ul style="list-style-type: none"> • Finalized Q3 Quarterly Communications Strategy Plan • Completed first edition of DCA's Quarterly Newsletter • Published translated fact sheets to DCA's website • Assisted in development of briefing decks for San Gabriel Valley Municipal Water District, Palmdale Water District, and Conejo Chamber of Commerce 	<ul style="list-style-type: none"> • Assisted new Human Resources Manager with updated policies to be considered by the DCA Board in February 	<ul style="list-style-type: none"> • Kicked off planning efforts for the 2026 Internship Program • Planned and coordinated for JEPA negotiations with the PWAs and DWR • Coordinated with Strategic Support Services resources for upcoming Independent Technical Advisory activities
ONGOING			
<ul style="list-style-type: none"> • Cost Estimating Plan and Approach in collaboration with Technical Services • Integration of Delivery Phase Project Schedule with Programmatic PMO Schedule and DCA Work Breakdown Structure • Initiation Phase Schedule Management Plan 	<ul style="list-style-type: none"> • Supporting and executing DCA Geotech RFQ Industry Day • Developing About DCA Fact Sheet and refreshed Bethany Complex Fact Sheet • Redesign of Document Library on DCA website 	<ul style="list-style-type: none"> • Continue supporting legal needs for DCA and DWR • Assist Program Support and Executive Office with procurement and contract management efforts 	<ul style="list-style-type: none"> • Plan for and participate in industry events and PWA Board Meetings to provide DCP updates • Plan and prepare for project delivery phase and implementation consideration by PWAs targeted for 2027

Communications Dashboard: February 2026

Upcoming

- Support and Execute DCA Geotech Industry Day
- Design About DCA Fact Sheet and refreshed Bethany Complex Fact Sheet
- Complete PWA Communications Assessment
- Redesign Document Library on DCA website

Activities

- Finalized Q3 Quarterly Communications Strategy Plan
- Completed first edition of the DCA Quarterly Newsletter
- Published translated fact sheets to DCA website
- Assisted in development of briefing decks for San Gabriel Valley Water District, Palmdale Water District, and Conejo Chamber of Commerce



Website & Social Media

Website Sessions	7,471
Pageviews	8,547
Posts	12
Followers	4,588
Post Impressions	522
Reactions	22

Materials

New

- DCA Technical Memo
- Spanish & Chinese translations:
 - Reducing Impacts
 - Cost Efficiency

In Development

- External PowerPoint Template
- About DCA Fact Sheet
- Bethany Complex Fact Sheet
- DCA Industry Day Branding

Events

- SCWC Quarterly Luncheon
- Tour with NOAA and DWR

Upcoming: ACWA Legislative Symposium, DCA Geotech RFQ Industry Day, Urban Water Institute Spring Conference

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 \$65.0M (Table 1). Planned geotechnical work is included in the EAC. The DCA has committed \$58.2M (details in Tables 2 and 3) and has incurred \$27.2M in expenditures since July 1, 2025 (details in Tables 2 and 3). Planned, Actual and EAC 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	\$ 7,002,300	\$ 6,569,120	\$ 2,545,197	\$ 7,172,101	\$ 169,801
Community Engagement	1,449,000	1,449,000	1,167,351	815,531	1,793,601	344,601
Program Controls	6,956,000	6,956,000	7,075,809	2,707,044	7,454,809	498,809
Administration	5,678,600	5,678,600	5,796,343	3,172,092	6,212,581	533,981
Procurement & Contract Administration	950,900	950,900	925,215	470,592	925,215	(25,685)
Property	1,269,600	1,269,600	1,268,695	301,822	1,168,695	(100,905)
Permitting Management	2,765,000	2,765,000	2,567,114	975,459	2,363,114	(401,886)
Health and Safety	400,100	400,100	401,008	188,030	401,008	908
Quality Management	541,200	541,200	541,190	220,525	541,190	(10)
Sustainability	424,600	424,600	424,543	92,886	424,543	(57)
Geotechnical Management	818,100	818,100	818,305	390,499	1,086,305	268,205
Survey & Mapping Management	265,900	265,900	303,468	117,144	289,468	23,568
Program Initiation						
Engineering	\$ 27,260,600	\$ 27,260,600	\$ 26,982,820	\$ 13,970,570	\$ 26,765,820	\$ (494,780)
Programmatic Geotech						
Programmatic Geotech	11,218,100	7,399,421	1,514,031	645,424	6,582,872	(816,549)
Programmatic Survey						
Survey Management	\$ -	\$ 252,029	\$ 252,029	\$ 24,333	\$ 252,029	\$ -
Survey Control Network	-	105,120	105,120	34,270	105,120	-
ROW Mapping	-	1,394,123	1,394,123	528,355	1,394,123	-
Aerial Mapping	-	67,407	67,407	5,413	67,407	-
Base Topographic Mapping	-	-	-	-	-	-
	\$ 65,000,000	\$ 65,000,000	\$ 58,173,689	\$ 27,205,186	\$ 65,000,000	\$ -

Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 1 of 3

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	\$ 58,173,689	\$ -	\$ 27,205,186	\$ 37,794,814	47%	\$ 65,000,000	\$ -
Executive Office	5,002,300	7,002,300	6,569,120	-	2,545,197	4,457,103	39%	7,172,101	169,801
Executive Office	3,276,700	5,276,700	5,005,099	-	1,983,022	3,293,678	40%	5,579,307	302,607
Legal	520,000	520,000	519,979	-	144,557	375,443	28%	369,979	(150,021)
Audit	18,000	18,000	18,000	-	13,220	4,780	73%	18,000	-
Treasury	355,300	355,300	347,613	-	99,543	255,757	29%	347,613	(7,687)
Human Resources	832,300	832,300	678,429	-	304,854	527,446	45%	857,202	24,902
Community Engagement	1,449,000	1,449,000	1,167,351	-	815,531	633,469	70%	1,793,601	344,601
Management	823,900	823,900	823,661	-	647,552	176,348	79%	1,175,661	351,761
Community Coordination	250,000	250,000	-	-	-	250,000	0%	250,000	-
Outreach	375,100	375,100	343,690	-	167,979	207,121	49%	367,940	(7,160)
Program Controls	6,956,000	6,956,000	7,075,809	-	2,707,044	4,248,956	38%	7,454,809	498,809
Management	477,100	477,100	480,020	-	230,092	247,008	48%	480,020	2,920
Risk Mgt	349,700	349,700	349,631	-	120,094	229,606	34%	349,631	(69)
Cost Mgt	1,952,200	1,952,200	1,952,115	-	662,017	1,290,183	34%	1,952,115	(85)
Schedule Mgt	1,448,500	1,448,500	1,448,473	-	752,177	696,323	52%	1,425,473	(23,027)
Document Mgt	695,800	695,800	695,770	-	226,021	469,779	32%	695,770	(31)
Cost Estimating	158,300	158,300	461,647	-	208,083	(49,783)	45%	863,647	705,347
Governance	1,688,300	1,688,300	1,688,154	-	508,561	1,179,739	30%	1,688,154	(146)
Asset Management	186,100	186,100	-	-	-	186,100	0%	-	(186,100)
Administration	5,678,600	5,678,600	5,796,343	-	3,172,092	2,506,508	55%	6,212,581	533,981
Management	1,776,300	1,776,300	1,776,221	-	814,518	961,782	46%	1,776,221	(79)
Facilities	1,675,300	1,675,300	1,627,048	-	1,075,606	599,694	66%	1,661,692	(13,608)
Information Technology	2,227,000	2,227,000	2,393,073	-	1,281,968	945,032	54%	2,774,668	547,668
Procurement & Contract Administration	950,900	950,900	925,215	-	470,592	480,308	51%	925,215	(25,685)
Procurement Management	950,900	950,900	925,215	-	470,592	480,308	51%	925,215	(25,685)

Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 2 of 3

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	-	301,822	967,778	24%	1,168,695	(100,905)
Management	-	-	-	-	-	-	0%	-	-
Property Agents	118,900	118,900	118,067	-	34,185	84,715	29%	118,067	(833)
Temporary Entrance Permits	826,900	826,900	660,506	-	93,771	733,129	14%	610,506	(216,394)
L& Purchase	173,800	173,800	340,122	-	173,866	(66)	51%	340,122	166,322
Court Ordered Entry	150,000	150,000	150,000	-	-	150,000	0%	100,000	(50,000)
Permitting Management	2,765,000	2,765,000	2,567,114	-	975,459	1,789,541	38%	2,363,114	(401,886)
Management	2,124,200	2,124,200	1,943,532	-	926,290	1,197,910	48%	1,959,532	(164,669)
Permit Monitoring & Compliance	640,800	640,800	623,582	-	49,169	591,631	8%	403,582	(237,218)
Health & Safety	400,100	400,100	401,008	-	188,030	212,070	47%	401,008	908
Management	400,100	400,100	400,008	-	187,780	212,320	47%	400,008	(92)
Security Services	-	-	1,000	-	250	(250)	25%	1,000	1,000
Quality Management	541,200	541,200	541,190	-	220,525	320,675	41%	541,190	(10)
Management & Auditing	541,200	541,200	541,190	-	220,525	320,675	41%	541,190	(10)
Sustainability	424,600	424,600	424,543	-	92,886	331,714	22%	424,543	(57)
Management	424,600	424,600	424,543	-	92,886	331,714	22%	424,543	(57)
Geotechnical Management	818,100	818,100	818,305	-	390,499	427,601	48%	1,086,305	268,205
Management	818,100	818,100	818,305	-	390,499	427,601	48%	1,086,305	268,205
Survey & Mapping Management	265,900	265,900	303,468	-	117,144	148,756	39%	289,468	23,568
Management	265,900	265,900	303,468	-	117,144	148,756	39%	289,468	23,568
Engineering	27,260,600	27,260,600	26,982,820	-	13,970,570	13,290,030	52%	26,765,820	(494,780)
Management & Administration	3,475,300	3,475,300	3,103,360	-	1,218,624	2,256,676	39%	3,258,360	(216,940)
Facility Studies	50,500	50,500	65,426	-	65,155	(14,655)	100%	65,426	14,926
Basis of Design Reports	21,091,900	21,091,900	21,005,653	-	11,762,813	9,329,087	56%	20,852,653	(239,247)
Program Delivery Planning	2,440,500	2,440,500	2,440,435	-	880,645	1,559,855	36%	2,292,435	(148,065)
Permit Engineering Support	202,400	202,400	367,946	-	43,334	159,066	12%	296,946	94,546

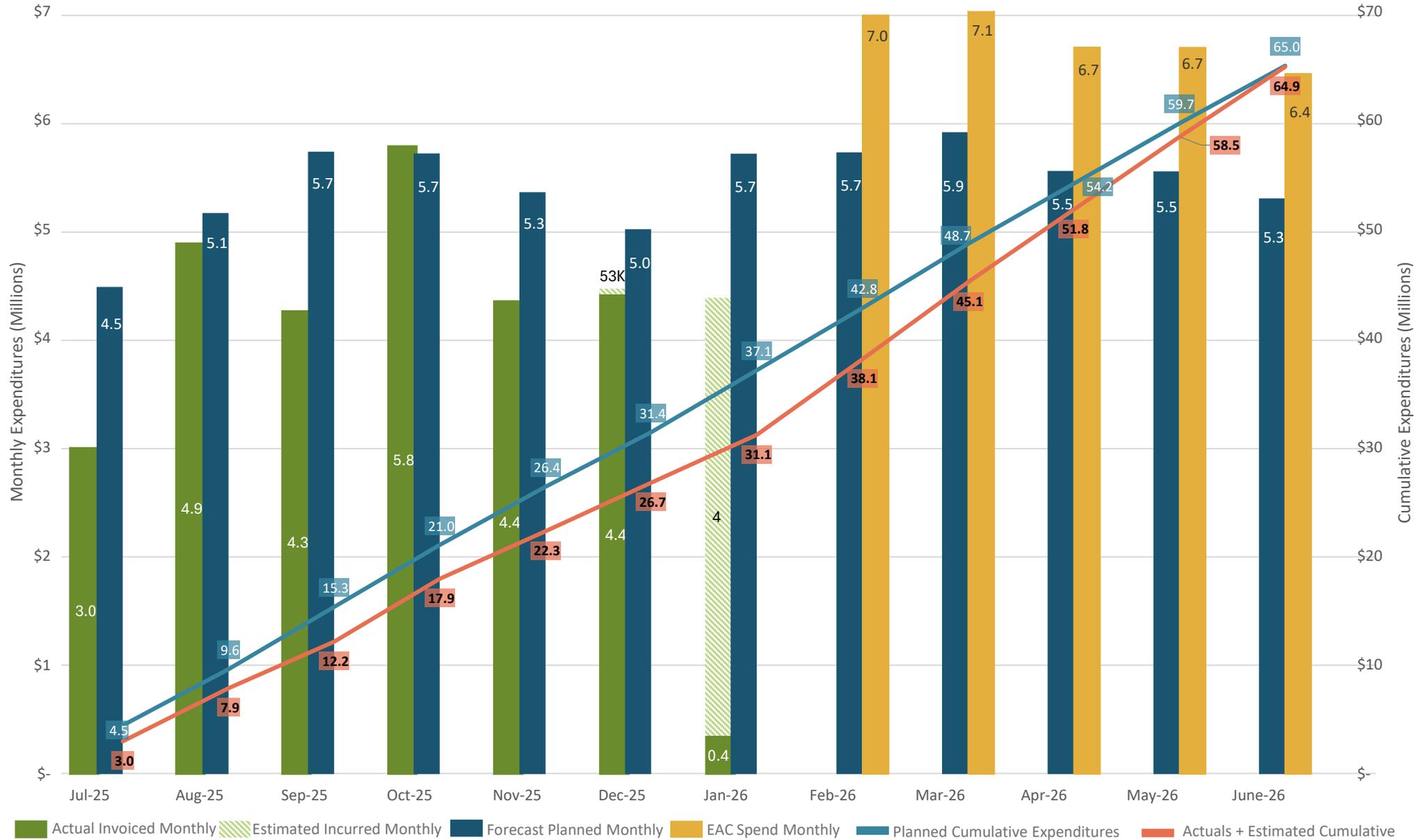
Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 3 of 3

Work Breakdown Structure	Original Budget	Current Budget	Current Commitments	Pending Commitment Changes	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate At Completion	(Surplus)/Deficit
Programmatic Geotech	11,218,100	7,399,421	1,514,031	-	645,424	6,753,997	43%	6,582,872	(816,549)
Project Geotechnical	5,189,900	5,189,900	1,514,031	-	645,424	4,544,476	43%	2,243,018	(2,946,882)
Project Surveying & Mapping	1,818,700	21	-	-	-	21	0%	(1,818,679)	(1,818,700)
Undefined Allowance	4,209,500	2,209,500	-	-	-	2,209,500	0%	6,158,533	3,949,033
Survey Management	-	252,029	252,029	-	24,333	227,696	10%	252,029	-
Survey Management	-	252,029	252,029	-	24,333	227,696	10%	252,029	-
Survey Control Network	-	105,120	105,120	-	34,270	70,850	33%	105,120	-
Establish Survey Control Network Planni	-	105,120	105,120	-	34,270	70,850	33%	105,120	-
Survey Control Plan	-	-	-	-	-	-	0%	-	-
Field Survey Control Coordinates	-	-	-	-	-	-	0%	-	-
Survey Control Report	-	-	-	-	-	-	0%	-	-
ROW Mapping	-	1,394,123	1,394,123	-	528,355	865,768	38%	1,394,123	-
Boundary Survey / ROW Survey Suppo	-	1,394,123	1,394,123	-	528,355	865,768	38%	1,394,123	-
Aerial Mapping	-	67,407	67,407	-	5,413	61,994	8%	67,407	-
Aerial Survey	-	67,407	67,407	-	5,413	61,994	8%	67,407	-
Base Topographic Mapping	-	-	-	-	-	-	0%	-	-
Supplemental Topography	-	-	-	-	-	-	0%	-	-

Budget | DETAIL

Figure 1| FY 25/26 Cash Flow to Date



Contracts

Table 3 - Contract Summary (FY 25/26), 1 of 2

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Delta Conveyance	\$ 58,173,689	\$ 27,205,186	47%
e-Builder, Inc.	\$ 236,599	\$ 236,599	100%
Jacobs Engineering Group Inc.	\$ 31,531,040	\$ 15,624,995	50%
Hamner, Jewell & Associates	\$ 63,995	\$ 18,969	30%
Bender Rosenthal, Inc.	\$ 650,628	\$ 264,136	41%
Associated Right of Way Services, Inc.	\$ 54,072	\$ 15,216	28%
Psomas	\$ 1,818,679	\$ 592,370	33%
Parsons	\$ 12,180,848	\$ 5,178,290	43%
Prime US-Park Tower, LLC	\$ 1,342,276	\$ 888,901	66%
110 Holdings dba Launch Consulting, LLC	\$ 921,619	\$ 512,787	56%
JAMBO-Silvacom LTD	\$ 39,598	\$ 36,665	93%
Best Best & Krieger	\$ 519,979	\$ 144,557	28%
Metropolitan Water District of S. California	\$ 623,750	\$ 94,386	15%
Dept of Water Resources	\$ 500,000	\$ 3,500	1%
AECOM Technical Services	\$ 1,514,031	\$ 645,424	43%
Gwendolyn Buchholz, Permit Engineer Inc	\$ 245,913	\$ 143,448	58%
AVI-SPL LLC	\$ 47,617	\$ 14,993	31%
Bradner Consulting LLC	\$ 629,610	\$ 364,539	58%
D.R. McNatty & Associates, Inc.	\$ 22,289	\$ 4,500	20%
Alliant Insurance	\$ 30,040	\$ 27,549	92%
Lucas Public Affairs, LLC	\$ 1,055,575	\$ 806,547	76%
STV Incorporated	\$ 976,588	\$ 322,739	33%
LuxBus America	\$ 18,750	\$ 5,843	31%
National Constructors' Group, Inc.	\$ 498,575	\$ 110,633	22%
CohnReznick Advisory LLC	\$ 894,396	\$ 619,799	69%
Schnabel Engineering West, Inc	\$ 519,596	\$ -	0%
Project Neutral, Inc.	\$ 482,782	\$ 132,154	27%
Caltronics Business Systems	\$ 34,989	\$ 18,496	53%
Municipal Resource Group, LLC	\$ 154,102	\$ 68,548	44%

Contracts

Table 3 - Contract Summary (FY 25/26), 2 of 2

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Miles Treaster & Associates	\$ 18,000	\$ 1,490	8%
Matthew Ian Keogh	\$ 15,600	\$ 2,226	14%
onPar Advisors LLC	\$ 125,508	\$ 125,508	100%
Santiago Water Strategies	\$ 72,750	\$ 60,088	83%
Carahsoft Technology Corporation (HootSuite	\$ 18,853	\$ 18,853	100%
Consolidated Communications, Inc.	\$ 24,492	\$ 8,552	35%
Heavy Construction Systems Specialist, LLC	\$ 77,220	\$ -	0%
Embrava USA, Inc.	\$ 58,000	\$ -	0%
Agreements <\$15k	\$ 155,330	\$ 91,886	59%

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
\$58,173,689	\$27,205,186	\$5,240,043	\$0	\$1,876,857	\$0	9%	0%	7%	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	\$645,424	\$0	\$0	0.0%	0.0%	
	Inspection Services, Inc.	SBE			\$0	\$0	0.0%	0.0%	
	Associated Right of Way Services, Inc.	SBE	\$54,072	\$15,216	\$54,072	\$15,216	100.0%	100.0%	
	Bender Rosenthal, Inc.	SBE	\$650,628	\$264,136	\$650,628	\$264,136	100.0%	100.0%	
	Caltronics Business Systems	SBE	\$34,989	\$18,496	\$34,989	\$18,496	100.0%	100.0%	
	Hamner, Jewell & Associates	SBE	\$63,995	\$18,969	\$63,995	\$18,969	100.0%	100.0%	
	Jacobs Engineering Group Inc.		\$31,531,040	\$15,624,995	\$1,423,970	\$404,697	4.5%	2.6%	
	5RMK	SBE			\$142,975	\$13,512	0.5%	0.09%	
	JMA	SBE			\$800,039	\$211,977	2.5%	1.4%	
	LCI	SBE			\$138,436	\$92,761	0.4%	0.6%	
	Peter Wiseman	SBE			\$0	\$0	0.0%	0.0%	
	Robert Marshall	SBE			\$0	\$0	0.0%	0.0%	
	REY Engineers	SBE			\$275,020	\$86,243	0.9%	0.6%	
	One World GeoSolutions	SBE			\$67,500	\$204	0.2%	0.0%	
	Lucas Public Affairs, LLC		\$1,055,575	\$806,547	\$237,605	\$168,148	22.5%	20.8%	
	Lunia Blue	SBE			\$237,605	\$168,148	22.5%	20.8%	
	Municipal Resource Group, LLC	SBE	\$154,102	\$68,548	\$154,102	\$68,548	100.0%	100.0%	
	Parsons		\$12,180,848	\$5,178,290	\$2,620,682	\$918,646	21.5%	17.7%	
	Chaves	SBE			\$2,620,682	\$918,646	21.5%	17.7%	

Contract Procurement

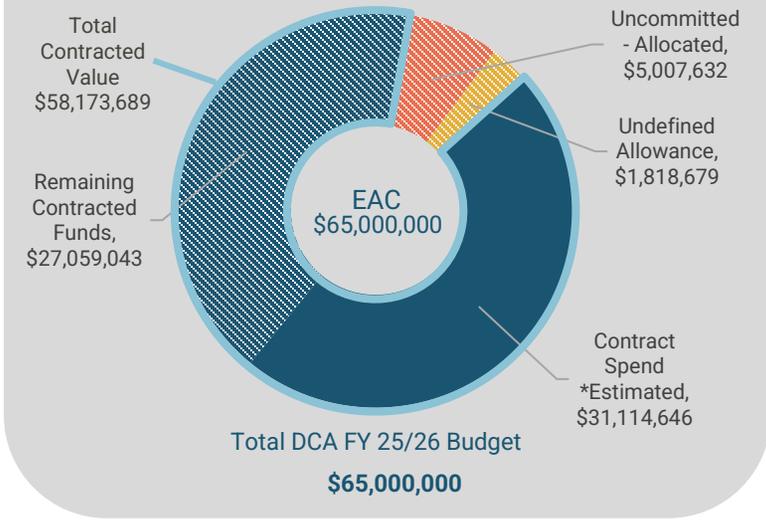
The Delta Conveyance Design and Construction Authority (DCA) will host an Industry Day on March 2, 2026, for firms interested in an upcoming Request for Qualifications for Programmatic Geotechnical Exploration & Reporting in support of the Delta Conveyance Project.

The event will provide an overview of the Delta Conveyance Project and services anticipated through this procurement.

Progress Reporting

As of 1/31/2026

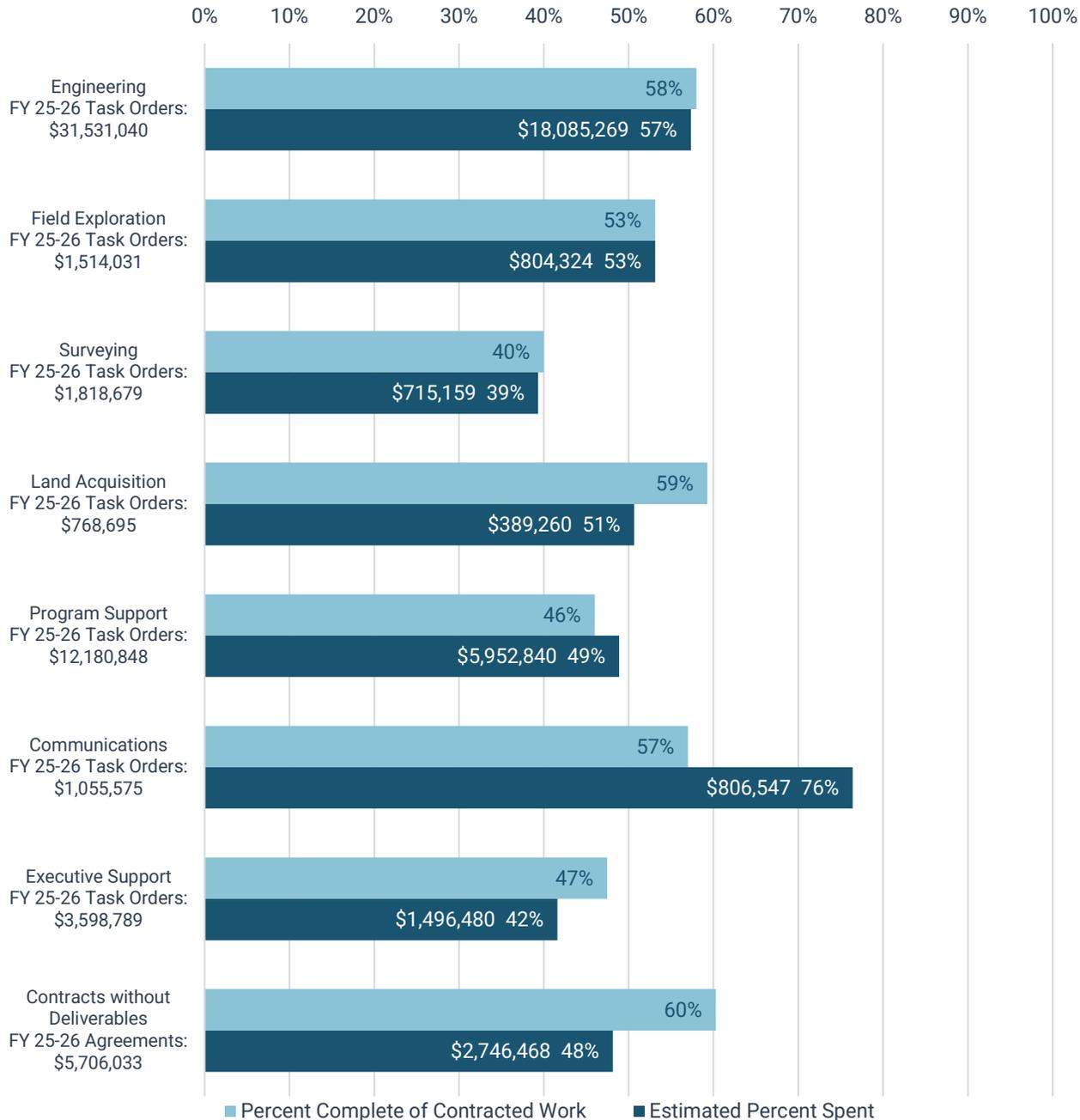
Budget Allocation Summary



Progress Reporting Notes

- **'Percent Complete of Contracted Work'** represents overall progress of work completed from the beginning of the fiscal year through the most recent completed month. Overall work progress is a cost-weighted calculation of deliverable-based progress and labor effort as described in vendor agreements and updated monthly.
- **'Estimate Percent Spent'** provides an approximation of fiscal year costs through the most recent completed month. Actual costs may be revised based on invoice details. Percent calculations of expenditures are based on the amount spent compared to the contracted work for FY 25/26.

Total Delta Conveyance Contracts
55% Complete of Contracted Work / 54% Estimated Spent



Board Memo

Contact: Ashley Partida, Human Resources Manager

Date: February 19, 2026, Board Meeting

Item: 7c

Subject: Amendment to the DCA Policy Against Discrimination, Harassment and Retaliation

Executive Summary:

Staff recommends the Board adopt a Resolution Approving the amended DCA Policy Against Discrimination, Harassment and Retaliation.

Detailed Report:

The DCA provides bi-annual training on prevention of harassment consistent with best employment practices. This serves to inform and protect all people who work and attend meetings in the DCA offices, which includes DCA workers, contractors, State employees, consultants and members of the public.

While federal law puts forth basic principles and requirements regarding harassment prevention, California law requires compliance with federal law as well as mandating broader protections. As example, California law prohibits harassment based on marital status, pregnancy, genetic characteristics, medical conditions, and sexual orientation, which are not included in federal law. It is appropriate to conduct training periodically to ensure all workers are familiar with California provisions and all mandates.

The DCA has adopted a policy affirming expectations for workplace behavior and defining harassment consistent with California law. Staff periodically reviews policies to ensure they reflect best practices. These edits include updating contact information and formatting the policy for better readability. Staff recommends the Board adopt an amended policy.

Recommended Action:

Staff recommends adoption by Resolution of the amended policy to affirm expectations for workplace behavior, define harassment consistent with California law, and describe how concerns will be addressed.

Attachments:

Attachment 1: Resolution No. 26-XX Amending the Policy Against Discrimination, Harassment and Retaliation

Exhibit A - Policy Against Discrimination, Harassment and Retaliation – Clean

Attachment 2: Policy Against Discrimination, Harassment and Retaliation – Redline

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director xxxx

Seconded by Director xxxx

AMENDMENT TO THE POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

WHEREAS, federal and state law prohibits discrimination, harassment, and retaliation; and

WHEREAS, the Delta Conveyance Design and Construction Authority (DCA) previously adopted a policy to ensure the prevention of discrimination, harassment, and retaliation at DCA facilities; and

WHEREAS, the DCA wishes to update the policy as set forth in this Resolution;

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

1. RECITALS

The above recitals are incorporated into this Resolution by reference.

2. ADOPTION OF POLICY

The Board of Directors hereby adopts the attached, amended Policy Against Discrimination, Harassment and Retaliation.

3. EFFECTIVE DATE

This Resolution shall be effective upon its adoption.

* * * * *

This Resolution was passed and adopted this 19th day of February 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Policy Against Discrimination, Harassment and Retaliation

(Clean)

[attached behind this page]



POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

I. GENERAL PURPOSE

Delta Conveyance Design and Construction Authority (“DCA”) is committed to maintaining a work environment that respects all individuals and is free from discrimination, harassment, and retaliation. All employees, applicants, volunteers, and independent contractors (“workers”) working for and with the DCA are to be treated with respect and dignity. The purpose of this Discrimination, Harassment, and Retaliation Prevention Policy (“Policy”) is to establish a strong commitment to (1) prohibit harassment, discrimination, and retaliation; (2) define discrimination, harassment, and retaliation; and (3) set forth a procedure for reporting and resolving such internal complaints. The DCA will not tolerate harassment or discrimination against any workers on the basis of race (including hairstyles associated with race), color, religion (including dress and religious grooming), gender (including pregnancy, childbirth, breastfeeding and related medical conditions), gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical and/or mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or any other basis protected by law.

II. POLICY AGAINST DISCRIMINATION AND HARASSMENT

Discrimination against or harassment of a worker by another worker, contractor, or third party with whom the worker comes into contact on any legally-protected basis identified above is strictly prohibited and will not be tolerated. The DCA will not tolerate sexual or other harassment of its workers by others with whom the DCA has a business, service, or professional relationship.

The DCA also prohibits retaliation of any type against those who make good faith reports of violations of this policy or those who provide information during an investigation of any such reported violations.

III. DEFINITIONS

DISCRIMINATION

The unfair or unequal treatment of an individual or group of people based on their race, color, national origin, religion, sex (including pregnancy), age, marital and parental status, disability, sexual orientation, genetic information, or any other characteristic protected by applicable law.

HARASSMENT

Harassment includes verbal, physical, and visual conduct that interferes with work performance or which creates an intimidating, offensive or hostile working environment based on one of the areas protected by law as listed above. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, such as hiring, promotion, salary, performance reviews, etc.; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Unwanted sexual conduct or other harassment constitutes harassment in violation of this policy regardless of the gender of the harasser and the victim. For example, while sexual harassment is most often thought to involve a male harasser and a female victim, unwanted sexual conduct by a female to a male worker, and unwanted sexual conduct by one worker to another worker of the same gender, would constitute sexual harassment in violation of this policy.

RETALIATION

Retaliation includes actions taken against an individual for filing a complaint or participating in an investigation and/or the resolution process of the complaint.

IV. SPECIFIC EXAMPLES OF HARASSMENT

Examples of harassment are described below. For purposes of this section, "protected status" includes the legally protected bases listed in Section I above. This Policy prohibits harassment in any form, including:

Verbal

Inappropriate or offensive or derogatory remarks, epithets, slurs, jokes or innuendos based on an individual's protected status. This may include inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy, or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or statements that convey derogatory attitudes about a particular gender, race, religion, disability or any other protected status.

Physical

Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of protected status. This may include kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or making sexual gestures.

Visual or Written

The display or circulation of offensive or derogatory visual or written material related to protected status. This may include posters, cartoons, drawings, graffiti, reading materials, computer graphics, e-mail or text messages, or electronic media transmissions.

Environmental

A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual. Even if the behavior is not directed at anyone in particular, an environment can still be hostile if the individual witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency and/or severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

V. WORKPLACE RELATIONSHIPS

The DCA desires to avoid misunderstandings, complaints of favoritism or lack of objectivity, possible claims of sexual harassment, and the morale and dissension problems that potentially result from romantic relations between workers. Romantic relationships between workers where one worker is subordinate to or takes direction from the other are strongly discouraged in order to prevent an inherent balance of power and potential for exploitation in such relationships.

VI. COMPLAINT PROCEDURE

The DCA's intent is to resolve issues at the earliest possible opportunity. Workers should immediately report any conduct they believe violates this Policy. This includes conduct a worker personally experiences or directly observes. Working with the public can be challenging and sometimes contentious. While DCA workers are expected to interface with the public as their duties dictate (sometimes in difficult or even volatile situations), workers are not expected to endure actual harassment by members of the public. The key is to report the concern as soon as possible because nothing can be done to remedy the situation if the DCA does not know it exists. If a worker is experiencing conduct that is inappropriate, violates this Policy or potentially in violation of this Policy, the worker is expected to immediately report such conduct orally or in writing to any of the following:

- DCA Human Resources Manager
- Chief of Staff
- Executive Director
- Project Lead
- Employer's Human Resources Department

Upon receipt of a complaint regarding conduct that violates or may violate this Policy, the DCA will immediately contact the employer(s) of workers impacted and collaborate on appropriate investigation and remedial action as warranted. DCA Human Resources will ensure appropriate

communication among the parties involved occurs as needed until resolution of the issue(s). Workers are expected to cooperate with any inquiry arising out of a complaint made pursuant to this Policy.

VII. RESOURCES

Internal Contacts

The DCA wants to resolve any issues related to harassment or discrimination as soon as possible. Pursuant to the DCA's Policy Against Discrimination, Harassment and Retaliation, below is a list of internal resources a worker may contact to help resolve the issue:

Any Project Lead with whom you work

DCA Human Resources Manager - (916) 222-9431

Chief of Staff - (916) 616-7141

Executive Director – (916) 860-4776

Outside Agency Resources

In the event the worker is unable to resolve the issue internally, the worker may also contact:

California State Civil Rights Department (California state agency)

Phone: (800) 884-1684

TTY: (800) 700-2320

www.dfeh.ca.gov

Equal Employment Opportunity Commission (Federal agency)

Phone: (800) 669-4000

TTY: (800) 669-6820

www.eeoc.gov

VIII. MISCELLANEOUS

The DCA may allow alternative procedures for complaints, investigations, and remedial efforts made pursuant to this Policy as the Human Resources Manager, Chief of Staff, General Counsel, and Executive Director deem appropriate under particular circumstances.

This Policy may be periodically amended to ensure its consistency with state or federal legal requirements.

The DCA will provide training to its workers regarding this Policy, the laws prohibiting discrimination, harassment and retaliation in the workplace, and the reporting and complaint procedure outlined in this Policy as well as regarding the DCA's prohibition against general abusive treatment or "bullying" in the workplace. While the DCA will select the training module for workers to complete, workers can also access the training available from the California Civil Rights Department at <https://calcivilrights.ca.gov/shpt/>.

Adopted: (Date), DCA Board Meeting



POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

I. GENERAL PURPOSE

Delta Conveyance Design and Construction Authority (“DCA”) is committed to maintaining a work environment that respects all individuals and is free from discrimination, harassment, and retaliation. All employees, applicants, volunteers, and independent contractors (“workers”) working for and with the DCA are to be treated with respect and dignity. The purpose of this Discrimination, Harassment, and Retaliation Prevention Policy (“Policy”) is to establish a strong commitment to (1) prohibit harassment, discrimination, and retaliation; (2) define discrimination, harassment, and retaliation; and (3) set forth a procedure for reporting and resolving such internal complaints. The DCA will not tolerate harassment or discrimination against any workers on the basis of race (including hairstyles associated with race), color, religion (including dress and religious grooming), gender (including pregnancy, childbirth, breastfeeding and related medical conditions), gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical and/or mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or any other basis protected by law.

II. POLICY AGAINST DISCRIMINATION AND HARASSMENT

Discrimination against or harassment of a worker by another worker, contractor, or third party with whom the worker comes into contact on any legally-protected basis identified above is strictly prohibited and will not be tolerated. The DCA will not tolerate sexual or other harassment of its workers by others with whom the DCA has a business, service, or professional relationship.

The DCA also prohibits retaliation of any type against those who make good faith reports of violations of this policy or those who provide information during an investigation of any such reported violations.

III. DEFINITIONS

DISCRIMINATION

The unfair or unequal treatment of an individual or group of people based on their race, color, national origin, religion, sex (including pregnancy), age, marital and parental status, disability, sexual orientation, ~~or~~ genetic information, or any other characteristic protected by applicable law.

~~OF~~ HARASSMENT

Harassment includes verbal, physical, and visual conduct that interferes with work performance or which creates an intimidating, offensive or hostile working environment based on one of the areas protected by law as listed above. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, such as hiring, promotion, salary, performance reviews, etc.; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Unwanted sexual conduct or other harassment constitutes harassment in violation of this policy regardless of the gender of the harasser and the victim. For example, while sexual harassment is most often thought to involve a male harasser and a female victim, unwanted sexual conduct by a female to a male worker, and unwanted sexual conduct by one worker to another worker of the same gender, would constitute sexual harassment in violation of this policy.

RETALIATION

Retaliation includes actions taken against an individual for filing a complaint or participating in ~~the~~ [an investigation and/or the](#) resolution process of the complaint.

IV. SPECIFIC EXAMPLES OF HARASSMENT

Examples of harassment are described below. For purposes of this section, "protected status" includes the legally protected bases listed in Section I above. This Policy prohibits harassment in any form, including:

Verbal

Inappropriate or offensive or derogatory remarks, epithets, slurs, jokes or innuendos based on an individual's protected status. This may include inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy, or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or statements that convey derogatory attitudes about a particular gender, race, religion, disability or any other protected status.

Physical

Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of protected status. This may include kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or making sexual gestures.

Visual or Written

The display or circulation of offensive or derogatory visual or written material related to protected status. This may include posters, cartoons, drawings, graffiti, reading materials, computer graphics, e-mail or text messages, or electronic media transmissions.

Environmental

A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual. Even if the behavior is not directed at anyone in particular, an environment can still be hostile if the individual witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency and/or severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

V. WORKPLACE RELATIONSHIPS

The DCA desires to avoid misunderstandings, complaints of favoritism or lack of objectivity, possible claims of sexual harassment, and the morale and dissension problems that potentially result from romantic relations between workers. Romantic relationships between workers where one worker is subordinate to or takes direction from the other are strongly discouraged in order to prevent an inherent balance of power and potential for exploitation in such relationships.

VI. COMPLAINT PROCEDURE

The DCA's intent is to resolve issues at the earliest possible opportunity. Workers should immediately report any conduct they believe violates this Policy. This includes conduct a worker personally experiences or directly observes. Working with the public can be challenging and sometimes contentious. While DCA workers are expected to interface with the public as their duties dictate (sometimes in difficult or even volatile situations), workers are not expected to endure actual harassment by members of the public. The key is to report the concern as soon as possible because nothing can be done to remedy the situation if the DCA does not know it exists. If a worker is experiencing conduct that is inappropriate, violates this Policy or potentially in violation of this Policy, the worker is expected to immediately report such conduct orally or in writing to any of the following:

- DCA Human Resources Manager
- Chief of Staff
- Executive Director
- Project Lead
- Employer's Human Resources Department

Upon receipt of a complaint regarding conduct that violates or may violate this Policy, the DCA will immediately contact the employer(s) of workers impacted and collaborate on appropriate investigation and remedial action as warranted. DCA Human Resources will ensure appropriate

communication among the parties involved occurs as needed until resolution of the issue(s). Workers are expected to cooperate with any inquiry arising out of a complaint made pursuant to this Policy.

VII. RESOURCES

Internal Contacts

The DCA wants to resolve any issues related to harassment or discrimination as soon as possible. Pursuant to the DCA's Policy Against Discrimination, Harassment and Retaliation, below is a list of internal resources a worker may contact to help resolve the issue:

Any Project Lead with whom you work

DCA Human Resources Manager - (~~310~~ [729-5197916](tel:729-5197916)) [222-9431](tel:222-9431)

Chief of Staff - (916) 616-7141

Executive Director – (916) 860-4776

Outside Agency Resources

In the event the worker is unable to resolve the issue internally, the worker may also contact:

California State Civil Rights Department (California state agency)

Phone: (800) 884-1684

TTY: (800) 700-2320

www.dfeh.ca.gov

Equal Employment Opportunity Commission (Federal agency)

Phone: (800) 669-4000

TTY: (800) 669-6820

www.eeoc.gov

VIII. MISCELLANEOUS

The DCA may allow alternative procedures for complaints, investigations, and remedial efforts made pursuant to this Policy as the Human Resources Manager, Chief of Staff, General Counsel, and Executive Director deem appropriate under particular circumstances.

This Policy may be periodically amended to ensure its consistency with state or federal legal requirements.

The DCA will provide training to its workers regarding this Policy, the laws prohibiting discrimination, harassment and retaliation in the workplace, and the reporting and complaint procedure outlined in this Policy as well as regarding the DCA's prohibition against general abusive treatment or "bullying" in the workplace. [While the DCA will select the training module for workers to complete, workers can also access the training available from the California Civil Rights Department at https://calcivilrights.ca.gov/shpt/.](#)

Adopted: [10/20/22](#), DCA Board Meeting

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer
Josh Nelson, General Counsel

Date: February 19, 2025, Board Meeting

Item No. 7e

Subject:

Consider Passing Resolutions Approving the Third Amendment to the Associated Right of Way Services, Agreement, the Third Amendment to the Hamner, Jewell & Associates Agreement, and the Fourth Amendment to the Bender Rosenthal Agreement for Real Estate Services.

Summary:

On October 18th, 2018, the Board of Directors authorized the Executive Director to negotiate and execute agreements with the Consultants Associated Right of Way Services, Hamner, Jewell & Associates, and Bender Rosenthal for Real Estate Services. The agreements became effective February 15, 2019, for an initial term of five years and a maximum contract capacity of \$9 million each. The DCA selected these consultants pursuant to a competitive procurement process based on consultant's demonstrated competence and qualifications and negotiated a fair and reasonably priced contract with each Consultant.

Associated Right of Way Services Agreement

The Agreement has been amended two (2) times, the 1st Amendment, effective July 1, 2020, and the 2nd Amendment, effective September 8, 2025. This proposed amendment would extend the term of the Agreement to June 30, 2031, and make a number of clean-up changes to incorporate update DCA template language. There is no proposed increase in not-to-exceed dollar value.

Enclosed is the third Amendment to the Associated Right of Way Services Agreement for Real Estate Services. A redline is provided.

Hamner, Jewell & Associates Agreement

The Agreement has been amended two (2) times, the 1st Amendment, effective July 1, 2020, and the 2nd Amendment, effective September 8, 2025. This proposed amendment would extend the term of the Agreement to June 30, 2031, and make a number of clean-up changes to incorporate update DCA template language. There is no proposed increase in not-to-exceed dollar value.

Enclosed is the third Amendment to the Hamner, Jewell & Associates Services Agreement for Real Estate Services. A redline is provided.

Bender Rosenthal Agreement

The Agreement has been amended three (3) times, the 1st Amendment, effective July 1, 2020, the 2nd Amendment, effective July 1, 2023, and the 3rd Amendment, effective September 8, 2025. This proposed amendment would extend the term of the Agreement to June 30, 2031, and make a number of clean-up changes to incorporate update DCA template language. There is no proposed increase in not-to-exceed dollar value.

Enclosed is the fourth Amendment to the Bender Rosenthal Agreement for Real Estate Services. A redline is provided.

Recommended Action:

Adopt the attached Resolutions authorizing the Executive Director to execute the enclosed Third Amendment to the Associated Right of Way Services Agreement for Real Estate Services, the Third Amendment to the Hamner, Jewell & Associates Agreement for Real Estate Services, and the Fourth Amendment to the Bender Rosenthal Agreement for Real Estate Services

Attachments:

Attachment 1: Resolution 26-XX

Exhibit A - Third Amendment to the Agreement for Real Estate Services

Exhibit B – Associated Right of Way Services Agreement - Redline

Attachment 2: Resolution 26-XX

Exhibit A - Third Amendment to the Agreement for Real Estate Services

Exhibit B – Hamner, Jewel & Associates Agreement - Redline

Attachment 3: Resolution 26-XX

Exhibit A - Fourth Amendment to the Agreement for Real Estate Services

Exhibit B – Bender Rosenthal Agreement - Redline

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director XXXX

Seconded by Director XXXX

THIRD AMENDMENT TO ASSOCIATED RIGHT OF WAY SERVICES AGREEMENT FOR REAL ESTATE SERVICES

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Associated Right of Way Services (Consultant) entered into an Agreement for Real Estate Services, dated February 14, 2019 (Agreement), as subsequently amended; and

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

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

Whereas, in light of Consultant’s knowledge and experience, DCA desires to extend the term of the agreement and to update portions of the Agreement for the Consultant’s services; and

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

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

Be it further resolved that the DCA Board authorizes the Executive Director to execute the Third Amendment to the Agreement Real Estate Services in substantially the form as set forth in Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 19th day of February 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Board Secretary

EXHIBIT A

Third Amendment to Associated Right of Way Services
Agreement for Real Estate Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
3RD AMENDMENT TO AGREEMENT NO. 180010
FOR
CONSULTING SERVICES

This 3rd Amendment to Agreement No. 180010, hereinafter referred to as 3rd Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Associated Right of Way Services, Inc., hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an agreement entitled “Delta Conveyance Design and Construction Authority Agreement No. 180010 for Consultant Services” dated February 14, 2019 (Agreement). The Agreement provides for real estate services.

2. The parties entered into an Amendment No. 1, effective as of July 1, 2020, for the purpose of updating certain recitals, establishing “Multipliers” and replacing Exhibit C Fee Schedule, adjusting subsection 1.b, adjusting subsection 3.a, adjusting subsection 7.a, adjusting subsection 9.a, adjusting subsection 9.b.i-iii, adjusting subsection 18.a, adjusting subsection 18.d, adjusting subsection 20.c.iv, adjusting section 35, and replacing Exhibit D Allowable Travel Expenses Guidelines.

3. The parties entered into an Amendment No. 2, effective as of September 8, 2025, for the purpose of updating Section 2. Time and Term.

4. The parties now desire to amend the Agreement with this 3rd Amendment to revise the Explanatory Recitals; Section 2. Time and Term; Section 4. Key Personnel; adjust Section

6. Subconsultants, subsection 6.a; adjust Section 7. Compensation, subsection a; adjust Section 9. Billings and Payments; Section 18. Access to DCA Premises; Section 35. Notices; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Compliance; and update Exhibit C Fee Schedule of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 3rd Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 3rd Amendment is effective as of February 19, 2026.
2. Amendment. Explanatory Recitals Section number one (1) of the agreement is amended to read in full as follows:
 1. The DCA is a public agency of the State of California organized 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”).
3. Amendment. Section 2. Time and Term of the Agreement is amended to read in full as follows:
 2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019, through June 30, 2031, subject to earlier termination pursuant to the termination provisions set forth herein. The DCA reserves the right to extend the Agreement at its discretion.
4. Amendment. Section 4. Key Personnel is amended to read in full as follows:
 4. Key Personnel
 - a. Consultant’s Representative Consultant hereby designates Denise Jackson 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 Agreement 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: Matt Schock and Emily Plurkowski.

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. Amendment. Section 6 Sub-consultants, subsection a. is amended to read in full as follows:

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. 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. 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.

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

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.

7. Amendment. Section 9. Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 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.

8. Amendment. Section 18. Access to DCA Premises is amended to read as follows:

18. Access to DCA Premises

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

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

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

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

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

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

9. Amendment. Section 35. Notices is amended to read as follows:

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

Associated Right of Way Services, Inc.

980 9th Street, Suite 2400
Sacramento, CA 95814
Attention: Document Control

1255 Treat Blvd., Suite 815
Walnut Creek, CA 94597
Attention: Ms. Denise Jackson

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

10. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as set forth in Exhibit I and incorporated by this reference.
11. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit II, incorporated by this reference.
12. Continuing Effect of Agreement. This 3rd Amendment modifies the Agreement only as expressly set forth above. This 3rd Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
13. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 3rd Amendment.
14. Severability. If any portion of this 3rd Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
15. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 3rd Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 3rd Amendment for all purposes. This 3rd Amendment may be signed using an electronic signature.
16. Venue. This 3rd Amendment shall be governed by the laws of the State of California. The venue shall be in Sacramento County.
17. Counterparts. This 3rd Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 3rd Amendment to Agreement 180010 as of the date last written below.

ASSOCIATED RIGHT OF WAY SERVICES, INC. DCA

By: _____

Print Name: Denise Jackson

Title: Partner and Chief Financial Officer

Date: _____

By: _____

Graham Bradner
Executive Director

Date: _____

EXHIBIT I

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this 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 II
Exhibit C: FEE SCHEDULE

Agreement No. 180010

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include 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, or other anticipated costs and expenses. The Scope of the Multiplier shall be included in the Task Order.

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.

Allowable costs not included in the Multiplier shall 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. 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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement.

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 B

Redline - Third Amendment to Associated Right of Way Services
Agreement for Real Estate Services

[attached behind this page]

THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 180010
FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN 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 ASSOCIATED RIGHT OF WAY SERVICES, 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 a amended joint powers agreement, effective December 31, 2020~~dated May 14, 2018~~, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").

2. The DCA requires the services of Consultant(s) to provide Real Estate 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 Real Estate services as described in this RFQ, 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. Task Orders will be issued on a form substantially similar to the sample form attached hereto as Exhibit B.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019 through June 30, 203126, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement at its discretion.

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

~~It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Mr. Gary Dowd who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.~~

a. Consultant's Representative Consultant hereby designates Larry Castellanos 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 Agreement 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: Larry Castellanos, Gary Dowd

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 of 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 directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. 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.

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

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

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. 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 compensation terms 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 \$9,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$7,200,000 (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 iInvoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, Suite 2400~~24th Floor~~, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

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

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

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

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

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

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

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

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 45-60 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. ~~As described in DCA Board Resolution 18-12 dated October 18, 2018, the DCA will issue Task Orders only for work that is consistent with Board adopted budgets.~~

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

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

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

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

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

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

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

11. Successors and Assignment

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

12. Change in Ownership or Control

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

13. Use of Materials

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

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

14. Intellectual Property

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

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

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

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

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

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

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

15. Nonuse of Intellectual Property of Third Parties

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

16. Legal Requirements

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

17. Guarantee and Warranty

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

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

18. Access to DCA Premises

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

employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least ~~140~~ work days prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

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

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

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.

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

d. ~~Consultant shall notify the DCA within five (5) days of any employee's departure (including termination or resignation) from the Project.~~

19. Indemnity

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

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

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined

under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

20. Insurance

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

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

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

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

iii. Umbrella or excess liability insurance on a "pay on behalf" basis as necessary to provide total per occurrence, or per accident, and aggregate limits of not less than \$5,000,000 (including limits provided in any primary policy), that will provide coverage at least as broad as, and "follow form" to, the primary commercial general liability insurance and auto

liability insurance 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)[standard amount unless otherwise noted] per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which the RFQ was issued. Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

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

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

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

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

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

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

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

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all

matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

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

21. Audit

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

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

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

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

22. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

23. Anti-Terrorism Laws

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

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

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

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

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

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

In the event that Consultant, its directors, officers, employees, subsidiaries and sub-consultants become an entity that DCA is prohibited from dealing or otherwise engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money

laundering, DCA shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

24. Conflict of Interest and Gift Restrictions

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

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

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

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

i. Current State Employees: (PCC §10410)

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

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

ii. Former State Employees: (PCC §10411)

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

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

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

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

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

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

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

25. Release of Information

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

26. Use of DCA's Name

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

27. Termination

The DCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The

DCA's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

28. Force Majeure Events

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

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

29. JEPA Terms and Conditions

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

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

30. Recycled Content Certification

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the Consultant must complete and return the form DWR 9557, Recycled Content Certification (<https://water.ca.gov/Library/Public-Forms>), for each required product to

the Department at the conclusion of services specified in this contract. Form DWR 9557 is made part of this contract by this reference.

31. Child Support Compliance Act

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

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

32. Loss Leader

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

33. Sweatfree Code of Conduct

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

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

34. Drug-Free Workplace Certification

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

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

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

35. Notices

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

~~DELTA CONVEYANCE DESIGN AND
CONSTRUCTION AUTHORITY DCA~~
980 9th Street, ~~Suite 2400~~24th Floor
Sacramento, CA 95814
Attention: ~~Agreement~~
~~Administrator~~Document Control

Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard
Pleasant Hill, CA 94523
Attention: Mr. Larry Castellanos

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

36. Assignment

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

37. Severability

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

38. Jurisdiction and Venue

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

39. Waiver

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

40. Entire Agreement

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

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

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775),

employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

43. Political Reform Act

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

44. Non-Disclosure

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

/////

Signature Page

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

THE DCA

ASSOCIATED RIGHT OF WAY SERVICES, INC.

By _____

Denise Jackson
Vice President

Date _____

By _____

Jill Duerig
Interim Executive Director

Date _____

APPROVED AS TO FORM:
General Counsel

By _____

Larry Castellanos
Secretary

Date _____

By _____

Date _____

AB/180010/110718
Attachments

ATTACHMENT 1 – Respondent’s Participation Form

[TO BE INSERTED]

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. ~~The financial interests disclosed shall be for DCA Disclosure Category 1.~~ Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- ~~b. Financial Conflict of Interest Prohibition: Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."~~
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this ~~Contract Agreement~~ and shall be grounds for immediate termination of this ~~Contract 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

1.1 Professional Services Required

Real estate services to be provided by the RE Contractor(s) include:

2.2.1 Temporary Entry Permits

Temporary Entry Permits may be required to access property owned by third parties to conduct studies prior to initiation of construction. RE Contractor shall negotiate and acquire temporary entry permits.

2.2.2 Right of Way Acquisition

Negotiate and acquire rights of way and real property interests of property owned by third parties as necessary for the construction of Delta Conveyance facilities. Acquisitions may include a combination of Temporary and Permanent Easements (surface and subsurface), Partial and Full take fee acquisitions, Entry Permits, Leases, and Licenses. Acquisition of real property interests may involve condemnation or eminent domain actions. RE Contractor may be required to provide real estate services, as necessary, to meet eminent domain action procedures under all applicable laws.

2.2.3 Real and Personal Property Appraisal and Review

Preparation of property appraisals and/or economic feasibility studies for acquisition and conveyance transactions. Must have extensive knowledge and experience preparing full and partial take appraisals using Uniform Standards of Professional Appraisal Practice (USPAP), as well as appraising agricultural properties and agricultural-related businesses. RE Contractor may be required to appraise water rights; oil, gas, and mineral resources; and, tunnel valuation studies. Real Estate Contractor may be tasked with the review of appraisals and other reports prepared by an independent third-party. Appraisal review shall meet all USPAP requirements and standards.

2.2.4 Utility Relocation Services

Provide utility relocation services including identifying public and private utilities within the right of way; researching prior rights of the utility; obtaining utility as-

built plans; facilitate coordination between utility and Construction/Design manager; development of joint use or relocation agreement, and other tasks as necessary to facilitate utility relocation or protection in-place.

2.2.5 Relocation Assistance

Implement a relocation assistance program, including a relocation assistance appeals procedure where required in accordance with Government Code Section 7260, et seq., and California Code of Regulations, Title 25, Article 1, Section 6000, et seq., and Article 5, Section 6150 et seq. RE Contractor should possess extensive knowledge of all relevant regulations and experience in developing and administering a relocation assistance program for residential, multi-family residential, and business relocations, including agricultural businesses.

2.2.6 Public Outreach

Close coordination with real property owners, businesses, and the local communities potentially affected by Delta Conveyance will be important for successful program implementation including acquisition of real property rights. To that end the RE Contractor will be expected to participate in the development of a public outreach plan under the direction of the Public Outreach Manager. RE Contractor may be required to designate field representatives to act as liaison with private entities on real estate-related activities including meetings/negotiations with individuals, delivery and notification services. Technical support, preparing notices and exhibits, and attendance at public workshops and hearings may also be required.

2.2.7 Other Real Property Services

Additional real property services not specified above, may be required from the RE Contractor(s). These real property services could include, but are not limited to, obtaining agreements for road or railroad relocations; obtaining/ encroachment permits; providing escrow and title services, assisting with disposition of excess property, and assessing damages to private property during construction.

2.2.8 Program Management

Designate a RE Project Manager to oversee all real estate functions and tasks. Responsibilities of the Project Manager include but are not limited to the following tasks: manage all staff and subconsultants to ensure that work and work products satisfy all requirements of applicable laws, statutes, and regulations; ensures that all persons performing real estate services have appropriate qualifications and valid licenses for assigned tasks; certifies that all transactions, documents, files, data bases, and records are complete, accurate, and in accordance with applicable standards, laws, and regulations. RE Project Manager will be responsible for establishing schedules and budgets and ensuring all work is performed within established schedule and budgets; coordinate with Program Management and various team leads; work with legal staff to support condemnation/eminent domain proceedings; direct real estate negotiations. RE Project Manager shall be located on a full-time basis in the Sacramento area and available to attend weekly meeting with Program Management.

2.2.9 Program Coordination

The RE Contractor will work cooperatively and effectively as an integrated team with Program Management, Engineering Design, Survey and Right of Way Engineering, Legal, Environmental, and all other relevant DCP teams. Tasks that will be required for coordination include but are not limited to:

- A. Maintain database with near real-time status of all real estate transactions by parcel. Data system will be required to interface with DCA program management tracking.
- B. Provide periodic performance updates on budget and schedule.
- C. Provide information regarding real property conditions and encumbrances that may affect design/construction including but not limited to information on utilities, retained rights by third parties, encroachments, and easements.
- D. Provide support in the review of specifications and other design/construction documents to ensure consistency between project activities and real property rights.

1.2 Deliverables

Detail, clarification, and direction regarding services to be performed and deliverables pursuant to this Scope of Work will be issued by Task Order (see Exhibit A, Attachment I). Each task order will have specific defined deliverables and project-specific document templates, if developed. All deliverables must meet accepted industry standards and all applicable laws and regulations governing the authorized scope of work. Deliverables shall be provided in electronic and hardcopy format as applicable or as directed by the Task Order Manager. Deliverables include but are not limited to the following:

A. Fully executed, recordable (as applicable) documents associated with the acquisition, management, and disposition of real and personal property, such as, but not limited to the following: Grant Deeds, Purchase and Sale Agreements, Joint-Use Agreements, Lease Agreements, Easement Deeds, Bills of Sale, Delivery Notices, Settlement Agreements, and Title Insurance Policies.

B. Appraisals, appraisal reviews, assessment of value of water, mineral, and other resource-rights, economic/financial studies and reports.

C. Documents and reports associated with the successful relocation of displaced people, livestock, businesses, inventory and/or real property improvements.

D. Acquired Leases, Entry Permits, Licenses, and Encroachment Permits.

E. Coordination of and report of encroachments and/or utilities removed, relocated, or remediated.

F. Various title and real property reports, documents, and forms as may be specifically requested.

Original field notes and source material used in executing authorized real estate services.

1.3 Location of Services

Real estate services will be performed in Sacramento- San Joaquin Delta. RE Contractor's key personnel will be required to regularly meet with the DCP program office in the greater Sacramento area.

Exhibit B: SAMPLE TASK ORDER FORM

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

Exhibit C: FEE SCHEDULE

~~Agreement No. 180010~~

~~DATE: December 2020~~

Agreement No. 180010

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

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

The Multiplier used by the Consultant is inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 is inclusive of corporate overhead and profit. The Multiplier shall not include 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, or other anticipated costs and expenses.

Allowable costs not included in the Multiplier shall 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. Such reconciliation may also include requesting and reviewing the

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.

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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$*Hourly Billing Rate = (Direct Salary Cost rate) x Consultant Multiplier*$$

The Multiplier used by the Consultant shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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:

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

The Multiplier used by the Consultant's subconsultants shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, o~~o~~ther direct project costs related to personnel (including

software, hardware, travel, meals, lodging and transportation), ~~and~~ incidental direct costs (copies, mailing, etc.) ~~shall be paid at cost with no markup allowed, 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement.

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. ~~Accepted Multipliers for Consultant and each subconsultant will be established and set forth in the Task Orders issued under this Agreement.~~

EXHIBIT D: FEE SCHEDULE
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 Contract No. _____ between _____ and the Delta Conveyance Design and Construction Joint Powers Authority . I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant/Affiliate: _____

Signed: _____

By: _____

Its: _____

Date: _____

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director XXXX

Seconded by Director XXXX

THIRD AMENDMENT TO HAMNER, JEWELL & ASSOCIATES AGREEMENT FOR REAL ESTATE SERVICES

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Hamner, Jewell & Associates (Consultant) entered into an Agreement for Real Estate Services, dated February 13, 2019 (Agreement), as subsequently amended; and

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

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

Whereas, in light of Consultant’s knowledge and experience, DCA desires to extend the term of the agreement and to update portions of the Agreement for the Consultant’s services; and

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

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

Be it further resolved that the DCA Board authorizes the Executive Director to execute the Third Amendment to the Agreement Real Estate Services in substantially the form as set forth in Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 19th day of February 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Board Secretary

EXHIBIT A

Third Amendment to Hamner, Jewell & Associates
Agreement for Real Estate Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
3RD AMENDMENT TO AGREEMENT NO. 180008
FOR
CONSULTING SERVICES

This 3rd Amendment to Agreement No. 180008, hereinafter referred to as 3rd Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. DBA HAMNER, JEWELL & ASSOCIATES hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an agreement entitled “Delta Conveyance Design and Construction Authority Agreement No. 180008 for Consultant Services” dated February 13, 2019 (Agreement). The Agreement provides for real estate services.
2. The parties entered into an Amendment No. 1, effective as of July 1, 2020, for the purpose of updating certain recitals, establishing “Multipliers” and replacing Exhibit C Fee Schedule adjusting subsection 1.b, adjusting subsection 3.a, adjusting subsection 7.a, adjusting subsection 9.a, adjusting subsection 9.b.i-iii, adjusting subsection 18.a, adjusting subsection 18.d, adjusting subsection 20.c.iv, adjusting section 35, and replacing Exhibit D Allowable Travel Expenses Guidelines.
3. The parties entered into an Amendment No. 2, effective as of September 8, 2025, for the purpose of updating Section 2. Time and Term.

4. The parties now desire to amend the Agreement with this 3rd Amendment to revise the Explanatory Recitals; Section 2. Time and Term; Section 4. Key Personnel; adjust Section 6. Subconsultants, subsection a; adjust Section 7. Compensation, subsection a; adjust Section 9. Billings and Payments; Section 18. Access to DCA Premises; Section 35. Notices; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Compliance; and update Exhibit C Fee Schedule of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 3rd Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 3rd Amendment is effective as of February 19, 2026.
2. Amendment. Explanatory Recitals Section number one (1) of the agreement is amended to read in full as follows:
 1. The DCA is a public agency of the State of California organized 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”).
3. Amendment. Section 2. Time and Term of the Agreement is amended to read in full as follows:
 2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019, through June 30, 2031, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement at its discretion.
4. Amendment. Section 4. Key Personnel is amended to read in full as follows:
 4. Key Personnel
 - a. Consultant’s Representative Consultant hereby designates Lillian Jewell 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 Agreement 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: JT Katavich and Lillian Jewell

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. Amendment. Section 6 Sub-consultants, subsection a. is amended to read in full as follows:

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. 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. 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.

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

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.

7. Amendment. Section 9. Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 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.

8. Amendment. Section 18. Access to DCA Premises is amended to read as follows:

18. Access to DCA Premises

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

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

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

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

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

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

9. Amendment. Section 35. Notices is amended to read as follows:

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

Beacon Integrated Professional Resources,
Inc. DBA Hamner, Jewell & Associates
3183 Duncan Road, Suite # E
San Luis Obispo, CA 93401
Attention: Ms. Lillian Jewell

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

10. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as set forth in Exhibit I and incorporated by this reference.
11. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit II, incorporated by this reference.
12. Continuing Effect of Agreement. This 3rd Amendment modifies the Agreement only as expressly set forth above. This 3rd Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
13. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 3rd Amendment.
14. Severability. If any portion of this 3rd Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
15. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 3rd Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 3rd Amendment for all purposes. This 3rd Amendment may be signed using an electronic signature.
16. Venue. This 3rd Amendment shall be governed by the laws of the State of California. The venue shall be in Sacramento County.
17. Counterparts. This 3rd Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 3rd Amendment to Agreement 180008 as of the date last written below.

BEACON INTEGRATED PROFESSIONAL
RESOURCES, INC. DBA HAMNER, JEWELL &
ASSOCIATES

DCA

By: _____

By: _____

Print Name: _____

Graham Bradner
Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT I

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this 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 II

Exhibit C: FEE SCHEDULE

Agreement No. 180008

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), overhead costs on any lower tier subconsultant revenue and profit, or other anticipated costs and expenses. The Scope of the Multiplier shall be included in the Task Order.

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.

Allowable costs not included in the Multiplier shall 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. 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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement.

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 B

Redline - Third Amendment to Hamner, Jewell & Associates
Agreement for Real Estate Services

[attached behind this page]

THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
AGREEMENT NO. 180008
FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN 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 BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. [Doing Business As Hamner, Jewell & Associates] 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, dated May 14, 2018 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 Real Estate 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 Real Estate services as described in this RFQ, 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. Task Orders will be issued on a form substantially similar to the sample form attached hereto as Exhibit B.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019 through ~~June 30, 2026~~June 30, 2031, subject to earlier termination pursuant to the termination provisions set forth herein. The DCA reserves the right to extend the Agreement at its discretion.

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

~~It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Ms. Lillian Jewell who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.~~

a. Consultant's Representative Consultant hereby designates Lillian Jewell 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 Agreement 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: JT Katavich and Lillian Jewell

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. 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.

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

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

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. 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 compensation terms 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 \$9,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$7,200,000 (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 iInvoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, Suite 2400, 24th Floor, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

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

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

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the ~~then effective Multiplier~~ 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 6045 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

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

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

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

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

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

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

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

11. Successors and Assignment

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

12. Change in Ownership or Control

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

13. Use of Materials

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

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

14. Intellectual Property

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

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

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

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

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

f. When requested by the DCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and

other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

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

15. Nonuse of Intellectual Property of Third Parties

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

16. Legal Requirements

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

17. Guarantee and Warranty

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

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

18. Access to DCA Premises

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

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

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 140 work-days prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

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

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

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

d. ~~Consultant shall notify the DCA within five (5) days of any employee's departure (including termination or resignation) from the Project.~~

19. Indemnity

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

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

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

20. Insurance

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

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

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

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

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

iv. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's liability limits shall be no less than \$1

million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers' compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer's Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an "if any" basis. The policy shall be endorsed to waive the insurer's right of subrogation against the DCA, its Board of Directors, officers, and employees.

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

c. General Requirements for All Insurance

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

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

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its

officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental

Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

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

21. Audit

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

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

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

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

22. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

23. Anti-Terrorism Laws

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

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

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

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

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

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

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

24. Conflict of Interest and Gift Restrictions

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

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

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

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

i. Current State Employees: (PCC §10410)

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

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

ii. Former State Employees: (PCC §10411)

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

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same

general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

25. Release of Information

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

26. Use of DCA's Name

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

27. Termination

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

28. Force Majeure Events

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

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

29. JEPA Terms and Conditions

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

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

30. Recycled Content Certification

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

31. Child Support Compliance Act

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

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

32. Loss Leader

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

33. Sweatfree Code of Conduct

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

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

34. Drug-Free Workplace Certification

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

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

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

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

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

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

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

35. Notices

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

~~Delta Conveyance Design and
Construction Authority DCA
980 9th Street, Suite 2400 24th Floor
Sacramento, CA 95814
Attention: Agreement
Administrator Document Control~~

BEACON INTEGRATED PROFESSIONAL
RESOURCES, INC. DBA HAMNER, JEWELL &
ASSOCIATES
3183 Duncan Road, Suite # E
San Luis Obispo, CA 93401 530 Paulding
Circle, Suite A
~~Arroyo Grande, CA 93420~~
Attention: Ms. Lillian Jewell

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

36. Assignment

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

37. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it

legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

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

39. Waiver

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

40. Entire Agreement

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

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

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4

shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

43. Political Reform Act

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

44. Non-Disclosure

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

/////

Signature Page

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

HAMNER, JEWELL & ASSOCIATES, INC.

THE DCA

By _____

By _____

Lillian D. Jewell

President

Jill Duerig

Interim Executive Director

Date _____

Date _____

APPROVED AS TO FORM:
General Counsel

By _____

By _____

Print name

Title

Date _____

Date _____

AB/180008/110718
Attachments

ATTACHMENT 1 – Respondent’s Participation Form

[TO BE INSERTED]

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. ~~The financial interests disclosed shall be for DCA Disclosure Category 1.~~ Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- ~~b. Financial Conflict of Interest Prohibition: Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."~~
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this ~~Contract 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

1.1 Professional Services Required

Real estate services to be provided by the RE Contractor(s) include:

2.2.1 Temporary Entry Permits

Temporary Entry Permits may be required to access property owned by third parties to conduct studies prior to initiation of construction. RE Contractor shall negotiate and acquire temporary entry permits.

2.2.2 Right of Way Acquisition

Negotiate and acquire rights of way and real property interests of property owned by third parties as necessary for the construction of Delta Conveyance facilities. Acquisitions may include a combination of Temporary and Permanent Easements (surface and subsurface), Partial and Full take fee acquisitions, Entry Permits, Leases, and Licenses. Acquisition of real property interests may involve condemnation or eminent domain actions. RE Contractor may be required to provide real estate services, as necessary, to meet eminent domain action procedures under all applicable laws.

2.2.3 Real and Personal Property Appraisal and Review

Preparation of property appraisals and/or economic feasibility studies for acquisition and conveyance transactions. Must have extensive knowledge and experience preparing full and partial take appraisals using Uniform Standards of Professional Appraisal Practice (USPAP), as well as appraising agricultural properties and agricultural-related businesses. RE Contractor may be required to appraise water rights; oil, gas, and mineral resources; and, tunnel valuation studies. Real Estate Contractor may be tasked with the review of appraisals and other reports prepared by an independent third-party. Appraisal review shall meet all USPAP requirements and standards.

2.2.4 Utility Relocation Services

Provide utility relocation services including identifying public and private utilities within the right of way; researching prior rights of the utility; obtaining utility as-built plans; facilitate coordination between utility and Construction/Design manager; development of joint use or relocation agreement, and other tasks as necessary to facility utility relocation or protection in-place.

2.2.5 Relocation Assistance

Implement a relocation assistance program, including a relocation assistance appeals procedure where required in accordance with Government Code Section 7260, et seq., and California Code of Regulations, Title 25, Article 1, Section 6000, et seq., and Article 5, Section 6150 et seq. RE Contractor should possess extensive knowledge of all relevant regulations and experience in developing and administering a relocation assistance program for residential, multi-family residential, and business relocations, including agricultural businesses.

2.2.6 Public Outreach

Close coordination with real property owners, businesses, and the local communities potentially affected by Delta Conveyance will be important for successful program implementation including acquisition of real property rights. To that end the RE Contractor will be expected to participate in the development of a public outreach plan under the direction of the Public Outreach Manager. RE Contractor may be required to designate field representatives to act as liaison with private entities on real estate-related activities including meetings/negotiations with individuals, delivery and notification services. Technical support, preparing notices and exhibits, and attendance at public workshops and hearings may also be required.

2.2.7 Other Real Property Services

Additional real property services not specified above, may be required from the RE Contractor(s). These real property services could include, but are not limited to, obtaining agreements for road or railroad relocations; obtaining/ encroachment

permits; providing escrow and title services, assisting with disposition of excess property, and assessing damages to private property during construction.

2.2.8 Program Management

Designate a RE Project Manager to oversee all real estate functions and tasks. Responsibilities of the Project Manager include but are not limited to the following tasks: manage all staff and subconsultants to ensure that work and work products satisfy all requirements of applicable laws, statutes, and regulations; ensures that all persons performing real estate services have appropriate qualifications and valid licenses for assigned tasks; certifies that all transactions, documents, files, data bases, and records are complete, accurate, and in accordance with applicable standards, laws, and regulations. RE Project Manager will be responsible for establishing schedules and budgets and ensuring all work is performed within established schedule and budgets; coordinate with Program Management and various team leads; work with legal staff to support condemnation/eminent domain proceedings; direct real estate negotiations. RE Project Manager shall be located on a full-time basis in the Sacramento area and available to attend weekly meeting with Program Management.

2.2.9 Program Coordination

The RE Contractor will work cooperatively and effectively as an integrated team with Program Management, Engineering Design, Survey and Right of Way Engineering, Legal, Environmental, and all other relevant DCP teams. Tasks that will be required for coordination include but are not limited to:

A. Maintain database with near real-time status of all real estate transactions by parcel. Data system will be required to interface with DCA program management tracking.

B. Provide periodic performance updates on budget and schedule.

C. Provide information regarding real property conditions and encumbrances that may affect design/construction including but not limited to information on utilities, retained rights by third parties, encroachments, and easements.

D. Provide support in the review of specifications and other design/construction documents to ensure consistency between project activities and real property rights.

1.2 Deliverables

Detail, clarification, and direction regarding services to be performed and deliverables pursuant to this Scope of Work will be issued by Task Order (see Exhibit A, Attachment I). Each task order will have specific defined deliverables and project-specific document templates, if developed. All deliverables must meet accepted industry standards and all applicable laws and regulations governing the authorized scope of work. Deliverables shall be provided in electronic and hardcopy format as applicable or as directed by the Task Order Manager.

Deliverables include but are not limited to the following:

A. Fully executed, recordable (as applicable) documents associated with the acquisition, management, and disposition of real and personal property, such as, but not limited to the following: Grant Deeds, Purchase and Sale Agreements, Joint-Use Agreements, Lease Agreements, Easement Deeds, Bills of Sale, Delivery Notices, Settlement Agreements, and Title Insurance Policies.

B. Appraisals, appraisal reviews, assessment of value of water, mineral, and other resource-rights, economic/financial studies and reports.

C. Documents and reports associated with the successful relocation of displaced people, livestock, businesses, inventory and/or real property improvements.

D. Acquired Leases, Entry Permits, Licenses, and Encroachment Permits.

E. Coordination of and report of encroachments and/or utilities removed, relocated, or remediated.

F. Various title and real property reports, documents, and forms as may be specifically requested.

Original field notes and source material used in executing authorized real estate services.

1.3 Location of Services

Real estate services will be performed in Sacramento- San Joaquin Delta. RE Contractor's key personnel will be required to regularly meet with the DCP program office in the greater Sacramento area.

Exhibit B: SAMPLE TASK ORDER FORM

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

Exhibit C: FEE SCHEDULE

~~Agreement No. 180008~~

DATE: December 2020

Agreement No. 180008

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

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

The Multiplier used by the Consultant is inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 is inclusive of corporate overhead and profit. The Multiplier shall not include 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, or other anticipated costs and expenses.

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

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

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. 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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates multiplied by a Multiplier as defined below:

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

The Multiplier used by the Consultant shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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:

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

The Multiplier used by the Consultant's subconsultants shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive 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), and incidental direct costs (copies, mailing, etc.) shall be paid at cost with no markup allowed 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement.

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. Accepted Multipliers for Consultant and each subconsultant will be established and set forth in the Task Orders issued under this Agreement.

**EXHIBIT D: FEE SCHEDULE
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 Contract No. _____ between _____ and the Delta Conveyance Design and Construction Joint Powers Authority . I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant/Affiliate: _____

Signed: _____

By: _____

Its: _____

Date: _____

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director XXXX

Seconded by Director XXXX

FOURTH AMENDMENT TO BENDER ROSENTHAL AGREEMENT FOR REAL ESTATE SERVICES

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Bender Rosenthal (Consultant) entered into an Agreement for Real Estate Services, dated February 20, 2019 (Agreement), as subsequently amended; and

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

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

Whereas, in light of Consultant’s knowledge and experience, DCA desires to extend the term of the agreement and to update portions of the Agreement for the Consultant’s services; and

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

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

Be it further resolved that the DCA Board authorizes the Executive Director to execute the Fourth Amendment to the Agreement Real Estate Services in substantially the form as set forth in Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 19th day of February 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Board Secretary

EXHIBIT A

**Fourth Amendment to Bender Rosenthal
Agreement for Real Estate Services**

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
4TH AMENDMENT TO AGREEMENT NO. 180009
FOR
CONSULTING SERVICES

This 4th Amendment to Agreement No. 180009, hereinafter referred to as 4th Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Bender Rosenthal, Inc., hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an agreement entitled “Delta Conveyance Design and Construction Authority Agreement No. 180009 for Consultant Services” dated February 20, 2019 (Agreement). The Agreement provides for real estate services.

2. The parties entered into an Amendment No. 1, effective as of July 1, 2020, for the purpose of updating certain recitals, establishing “Multipliers” and replacing Exhibit C Fee Schedule adjusting subsection 1.b, adjusting subsection 3.a, adjusting subsection 7.a, adjusting subsection 9.a, adjusting subsection 9.b.i-iii, adjusting subsection 18.a, adjusting subsection 18.d, adjusting subsection 20.c.iv, adjusting section 35, and replacing Exhibit D Allowable Travel Expenses Guidelines.

3. The parties entered into an Amendment No. 2, effective as of July 1, 2023, for the purpose of updating Section 4. Key Personnel.

4. The parties entered into an Amendment No. 3, effective as of September 8, 2025, for the purpose of updating Section 2. Time and Term.

5. The parties now desire to amend the Agreement with this 4th Amendment to revise the Explanatory Recitals; Section 2. Time and Term; Section 4. Key Personnel; adjust Section 6. Subconsultants, subsection 6.a; adjust Section 7. Compensation, subsection a; adjust Section 9. Billings and Payments; Section 18. Access to DCA Premises; Section 35. Notices; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Compliance; and update Exhibit C Fee Schedule of the Agreement.

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

Terms of Agreement

1. Effective Date. This 4th Amendment is effective as of February 19, 2026.
2. Amendment. Explanatory Recitals Section number one (1) of the agreement is amended to read in full as follows:
 1. The DCA is a public agency of the State of California organized 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”).
3. Amendment. Section 2. Time and Term of the Agreement is amended to read in full as follows:
 2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019, through June 30, 2031, subject to earlier termination pursuant to the termination provisions set forth herein. The DCA reserves the right to extend the Agreement at its discretion.
4. Amendment. Section 4. Key Personnel is amended to read in full as follows:
 4. Key Personnel
 - a. Consultant’s Representative Consultant hereby designates Renee Baur 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 Agreement 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: Renee Baur and Rebekah Green

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. Amendment. Section 6 Sub-consultants, subsection a. is amended to read in full as follows:

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. 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. 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.

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

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.

7. Amendment. Section 9. Billings and Payments of the Agreement is amended to read in full as follows:

9. Billings and Payments

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, 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.

8. Amendment. Section 18. Access to DCA Premises is amended to read as follows:

18. Access to DCA Premises

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

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

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

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

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

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

9. Amendment. Section 35. Notices is amended to read as follows:

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

Bender Rosenthal, Inc.

980 9th Street, Suite 2400
Sacramento, CA 95814
Attention: Document Control

2825 Watt Avenue, Suite 200
Sacramento, CA 95821
Attention: Ms. Renee Baur

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

10. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as set forth in Exhibit I and incorporated by this reference.
11. Amendment. Exhibit C Fee Schedule of the Agreement is amended to read in full as set forth in the attached Exhibit II, incorporated by this reference.
12. Continuing Effect of Agreement. This 4th Amendment modifies the Agreement only as expressly set forth above. This 4th Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
13. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 4th Amendment.
14. Severability. If any portion of this 4th Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
15. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 3rd Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 4th Amendment for all purposes. This 4th Amendment may be signed using an electronic signature.
16. Venue. This 4th Amendment shall be governed by the laws of the State of California. The venue shall be in Sacramento County.
17. Counterparts. This 4th Amendment may be signed in counterparts, each of which shall constitute an original.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 4th Amendment to Agreement 180009 as of the date last written below.

BENDER ROSENTHAL, INC.

DCA

By: _____

Print Name: Renee Baur

By: _____

Title: Chief Executive Officer

Graham Bradner
Executive Director

Date: _____

Date: _____

EXHIBIT I

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

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this 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 II

Exhibit C: FEE SCHEDULE

Agreement No. 180009

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 shall be inclusive of corporate overhead and profit. The Multiplier shall not include 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, or other anticipated costs and expenses. The scope of the Multiplier shall be included in the Task Order

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.

Allowable costs not included in the Multiplier shall 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. 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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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 shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement.

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 B

Redline - Fourth Amendment to Bender Rosenthal
Agreement for Real Estate Services

[attached behind this page]

THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 180009

FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN 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 BENDER ROSENTHAL, 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 a amended joint powers agreement, dated May 14, 2018 effective December 31, 2020, to actively participate with the California Department of Water Resources those activities identified in the agreement (“Project”).

2. The DCA requires the services of Consultant(s) to provide Real Estate 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 Real Estate services as described in this RFQ, 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. Task Orders will be issued on a form substantially similar to the sample form attached hereto as Exhibit B.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from February 15, 2019 through June 30, 203126, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserved the right to extend the Agreement at its discretion.

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 Renee Baur 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 Agreement 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: Renee Baur and Rebekah Green

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. It is the intent of both parties to this Agreement that

~~Consultant shall make available the professional services of Renee Baur, Principal Project Manager, who shall administer all work under this Agreement and shall coordinate directly with the DCA. Consultant also hereby designates Rebekah Green, Project Manager, as a Key Person. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.~~

5. Independent Contractor

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

6. Sub-consultants

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. 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. 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.

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

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

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. 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 \$9,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$7,200,000 (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 iInvoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, [Suite 2400 24th Floor](#), Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

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

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

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

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

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

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

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

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

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

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

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

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

11. Successors and Assignment

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

12. Change in Ownership or Control

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

13. Use of Materials

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

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

14. Intellectual Property

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

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

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

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

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

f. When requested by the DCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and

other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

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

15. Nonuse of Intellectual Property of Third Parties

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

16. Legal Requirements

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

17. Guarantee and Warranty

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

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

18. Access to DCA Premises

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

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

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 140 work-days prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

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

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

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.

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

d. ~~Consultant shall notify the DCA within five (5) days of any employee's departure (including termination or resignation) from the Project.~~

19. Indemnity

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

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

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

20. Insurance

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

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

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

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

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

iv. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's liability limits shall be no less than \$1

million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers' compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer's Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an "if any" basis. The policy shall be endorsed to waive the insurer's right of subrogation against the DCA, its Board of Directors, officers, and employees.

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

c. General Requirements for All Insurance

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

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

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its

officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

iv. Cancellation Notice: Each policy required hereunder, except for Professional Liability, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in 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. In the event Consultant's policies required under this Agreement do not provide the notice required herein, Consultant shall be responsible for proving such notice.

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

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

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

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental

Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

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

21. Audit

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

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

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

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

22. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

23. Anti-Terrorism Laws

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

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

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

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

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

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

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

24. Conflict of Interest and Gift Restrictions

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

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

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

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

i. Current State Employees: (PCC §10410)

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

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

ii. Former State Employees: (PCC §10411)

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

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same

general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

25. Release of Information

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

26. Use of DCA's Name

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

27. Termination

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

28. Force Majeure Events

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

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

29. JEPA Terms and Conditions

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

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

30. Recycled Content Certification

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

31. Child Support Compliance Act

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

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

32. Loss Leader

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

33. Sweatfree Code of Conduct

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

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

34. Drug-Free Workplace Certification

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

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

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

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

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

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

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

35. Notices

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

~~DELTA CONVEYANCE DESIGN AND
CONSTRUCTION AUTHORITY/DCA~~
980 9th Street, 24th Floor
Sacramento, CA 95814
Attention: ~~Agreement
Administrator~~ Document Control

Bender Rosenthal, Inc.
2825 Watt Avenue, Suite 200
Sacramento, CA 95821
Attention: ~~Ms. Cydney Bender-
Reents~~ Renee Baur

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

36. Assignment

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

37. Severability

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

38. Jurisdiction and Venue

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

39. Waiver

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

40. Entire Agreement

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

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

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.

42. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

43. Political Reform Act

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

44. Non-Disclosure

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

/////

Signature Page

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

BENDER ROSENTHAL, INC.

THE DCA

By _____

By _____

Cydney Bender-Reents
Chief Executive Officer

Jill Duerig
Interim Executive Director

Date _____

Date _____

APPROVED AS TO FORM:
General Counsel

By _____

By _____

David Wraa
President

Date _____

Date _____

AB/180009/110718
Attachments

ATTACHMENT 1 – Respondent’s Participation Form

[TO BE INSERTED]

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. ~~The financial interests disclosed shall be for DCA Disclosure Category 1.~~ Consultants may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).

- ~~b. Financial Conflict of Interest Prohibition: Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."~~
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DCA of a potentially disqualifying conflict of interest;
 - (3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.

Exhibit A: SCOPE OF WORK

1.1 Professional Services Required

Real estate services to be provided by the RE Contractor(s) include:

2.2.1 Temporary Entry Permits

Temporary Entry Permits may be required to access property owned by third parties to conduct studies prior to initiation of construction. RE Contractor shall negotiate and acquire temporary entry permits.

2.2.2 Right of Way Acquisition

Negotiate and acquire rights of way and real property interests of property owned by third parties as necessary for the construction of Delta Conveyance facilities. Acquisitions may include a combination of Temporary and Permanent Easements (surface and subsurface), Partial and Full take fee acquisitions, Entry Permits, Leases, and Licenses. Acquisition of real property interests may involve condemnation or eminent domain actions. RE Contractor may be required to provide real estate services, as necessary, to meet eminent domain action procedures under all applicable laws.

2.2.3 Real and Personal Property Appraisal and Review

Preparation of property appraisals and/or economic feasibility studies for acquisition and conveyance transactions. Must have extensive knowledge and experience preparing full and partial take appraisals using Uniform Standards of Professional Appraisal Practice (USPAP), as well as appraising agricultural properties and agricultural-related businesses. RE Contractor may be required to appraise water rights; oil, gas, and mineral resources; and, tunnel valuation studies. Real Estate Contractor may be tasked with the review of appraisals and other reports prepared by an independent third-party. Appraisal review shall meet all USPAP requirements and standards.

2.2.4 Utility Relocation Services

Provide utility relocation services including identifying public and private utilities within the right of way; researching prior rights of the utility; obtaining utility as-

built plans; facilitate coordination between utility and Construction/Design manager; development of joint use or relocation agreement, and other tasks as necessary to facility utility relocation or protection in-place.

2.2.5 Relocation Assistance

Implement a relocation assistance program, including a relocation assistance appeals procedure where required in accordance with Government Code Section 7260, et seq., and California Code of Regulations, Title 25, Article 1, Section 6000, et seq., and Article 5, Section 6150 et seq. RE Contractor should possess extensive knowledge of all relevant regulations and experience in developing and administering a relocation assistance program for residential, multi-family residential, and business relocations, including agricultural businesses.

2.2.6 Public Outreach

Close coordination with real property owners, businesses, and the local communities potentially affected by Delta Conveyance will be important for successful program implementation including acquisition of real property rights. To that end the RE Contractor will be expected to participate in the development of a public outreach plan under the direction of the Public Outreach Manager. RE Contractor may be required to designate field representatives to act as liaison with private entities on real estate-related activities including meetings/negotiations with individuals, delivery and notification services. Technical support, preparing notices and exhibits, and attendance at public workshops and hearings may also be required.

2.2.7 Other Real Property Services

Additional real property services not specified above, may be required from the RE Contractor(s). These real property services could include, but are not limited to, obtaining agreements for road or railroad relocations; obtaining/ encroachment permits; providing escrow and title services, assisting with disposition of excess property, and assessing damages to private property during construction.

2.2.8 Program Management

Designate a RE Project Manager to oversee all real estate functions and tasks. Responsibilities of the Project Manager include but are not limited to the following tasks: manage all staff and subconsultants to ensure that work and work products satisfy all requirements of applicable laws, statutes, and regulations; ensures that all persons performing real estate services have appropriate qualifications and valid licenses for assigned tasks; certifies that all transactions, documents, files, data bases, and records are complete, accurate, and in accordance with applicable standards, laws, and regulations. RE Project Manager will be responsible for establishing schedules and budgets and ensuring all work is performed within established schedule and budgets; coordinate with Program Management and various team leads; work with legal staff to support condemnation/eminent domain proceedings; direct real estate negotiations. RE Project Manager shall be located on a full-time basis in the Sacramento area and available to attend weekly meeting with Program Management.

2.2.9 Program Coordination

The RE Contractor will work cooperatively and effectively as an integrated team with Program Management, Engineering Design, Survey and Right of Way Engineering, Legal, Environmental, and all other relevant DCP teams. Tasks that will be required for coordination include but are not limited to:

- A. Maintain database with near real-time status of all real estate transactions by parcel. Data system will be required to interface with DCA program management tracking.
- B. Provide periodic performance updates on budget and schedule.
- C. Provide information regarding real property conditions and encumbrances that may affect design/construction including but not limited to information on utilities, retained rights by third parties, encroachments, and easements.
- D. Provide support in the review of specifications and other design/construction documents to ensure consistency between project activities and real property rights.

1.2 Deliverables

Detail, clarification, and direction regarding services to be performed and deliverables pursuant to this Scope of Work will be issued by Task Order (see Exhibit A, Attachment I). Each task order will have specific defined deliverables and project-specific document templates, if developed. All deliverables must meet accepted industry standards and all applicable laws and regulations governing the authorized scope of work. Deliverables shall be provided in electronic and hardcopy format as applicable or as directed by the Task Order Manager. Deliverables include but are not limited to the following:

A. Fully executed, recordable (as applicable) documents associated with the acquisition, management, and disposition of real and personal property, such as, but not limited to the following: Grant Deeds, Purchase and Sale Agreements, Joint-Use Agreements, Lease Agreements, Easement Deeds, Bills of Sale, Delivery Notices, Settlement Agreements, and Title Insurance Policies.

B. Appraisals, appraisal reviews, assessment of value of water, mineral, and other resource-rights, economic/financial studies and reports.

C. Documents and reports associated with the successful relocation of displaced people, livestock, businesses, inventory and/or real property improvements.

D. Acquired Leases, Entry Permits, Licenses, and Encroachment Permits.

E. Coordination of and report of encroachments and/or utilities removed, relocated, or remediated.

F. Various title and real property reports, documents, and forms as may be specifically requested.

Original field notes and source material used in executing authorized real estate services.

1.3 Location of Services

Real estate services will be performed in Sacramento- San Joaquin Delta. RE Contractor's key personnel will be required to regularly meet with the DCP program office in the greater Sacramento area.

Exhibit B: SAMPLE TASK ORDER FORM

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

EXHIBIT C: FEE SCHEDULE

~~Agreement No. 180009~~

~~DATE: December 2020~~

Agreement No. 180009

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 a Multiplier approach, the Fee Schedule approach, or a combination of the two. Please note that an Inclusive Multiplier requires Executive Director approval.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

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

The Multiplier used by the Consultant is inclusive of corporate overhead and profit. The Multiplier shall not include other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), overhead costs on subconsultant revenue and profit, or other anticipated costs and expenses.

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 is inclusive of corporate overhead and profit. The Multiplier shall not include 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, or other anticipated costs and expenses.

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

Allowable costs not included in the Multiplier shall 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. 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 any reconciliation within sixty (60) days of expiration or termination of this 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.

INCLUSIVE MULTIPLIER APPROACH

With the prior approval of the DCA Executive Director and as a modified Multiplier, Consultant may use an inclusive Multiplier. With this approach, all Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates multiplied by a Multiplier as defined below:

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

The Multiplier used by the Consultant shall be inclusive of corporate overhead and profit and may be inclusive of 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 specific 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:

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

The Multiplier used by the Consultant's subconsultants shall be inclusive of corporate overhead and profit and may be inclusive of 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 inclusive Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, oOther 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 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 any reconciliation within sixty (60) days of expiration or termination of the Agreement. shall be paid at cost with no markup allowed.

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. Accepted Multipliers for Consultant and each subconsultant will be established and set forth in the Task Orders issued under this Agreement

**EXHIBIT D: FEE SCHEDULE
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 Contract No. _____ between _____ and the Delta Conveyance Design and Construction Joint Powers Authority . I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant/Affiliate: _____

Signed: _____

By: _____

Its: _____

Date: _____

Board Memo

Contact: Graham Bradner, Executive Director

Date: February 19, 2026, Board Meeting

Item No. 7f

Subject: Discuss and potentially appoint a Director as Board Legislative Liaison.

Executive Summary:

Staff recommends that the Board discuss and potentially appoint a Director as Board Legislative Liaison.

Detailed Report:

As DWR continues to move towards completion of the planning phase for the Delta Conveyance Project (DCP), the DCA anticipates increased attention on the project. This will likely include questions from the Legislature and related constituencies regarding DCP: the specifics of the project, its potential benefits, etc. In its capacity as providing engineering support to DWR, the DCA is uniquely able to help answer these questions and can be a resource for conversations regarding DCP.

While DCA staff will provide assistance, any legislative education effort would likely benefit from the perspective and input of a Director. As the DCA's governing body, the Board sets policy and provides direction. In addition, Directors are representatives of their appointing agencies, which would benefit from and fund DCP. It would be helpful to have a representative of the Board working with and as part of any legislative educational effort.

The Board has adopted an Advocacy Policy outlining potential advocacy regarding DCP. Under the Policy, the DCA may advance or support legislative or regulatory proposals that do not conflict with interests or policies advanced by any member agency. The Board has delegated authority to take DCA's position on these proposals to the Executive Director. However, the Executive Director coordinates any potential advocacy closely with the Legislative Liaison.

The DCA Board of Directors previously appointed former Director Miguel Luna as the Board Legislative Liaison. With Director Luna's departure, this position is vacant. This item would be to consider appointing a replacement by motion.

Based on this, staff recommends that the Board consider appointing a Board Legislative Liaison to act as the Board's representative in any legislative educational effort. The Liaison would help oversee and coordinate the efforts and would report back to the Board, as necessary. If the Board is interested in this proposal, it can appoint a Director by motion.

Recommended Action:

Discuss and potentially appoint a Director as Board Legislative Liaison.

Attachment

Attachment 1 - Advocacy Policy



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: 08/21/2025, DCA Board Meeting

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 25-20

Introduced by Director: Tony Estremera
Seconded by Director: Miguel Luna

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 the Executive Director. 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: 7
Noes: 0
Absent: 0
Abstain: 0

DocuSigned by:

 9/23/2025
 CC3A6897DF1F4B7...
 Martin Milobar, Board President

Attest:

DocuSigned by:

 9/23/2025
 7EDB926D375F491...
 Gary Martin, Secretary

General Counsel's Report

Contact: Josh Nelson, General Counsel

Agenda Date: February 19, 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 contract amendments and policy amendments.

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: February 19, 2026

Item No. 8b

Subject: Treasurer's Monthly Report, December 2025/January 2026

Summary:

As of December 1, 2025, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$1,735,529. During the period from December 1, 2025 through January 31, 2026, the Authority received a total of \$12,300,736 in contributions from the Department of Water Resources, Delta Conveyance Office (DCO), designated for payment of the Authority's obligations. Disbursements for the same period amounted to \$9,661,162, resulting in an ending cash balance of \$4,375,103 as of January 31, 2026.

As of January 31, 2026, the Authority had outstanding receivables totaling \$5,545,591. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves, totaled \$1,124,323. Prepaid expenses amounted to \$318,728. As of the same date, the balances for the Authority's accounts payable and advances were \$9,111,817 and \$800,000, respectively. The net position as of January 31, 2026, was \$1,451,928.

Attachment 1 consists of financial statements for the two months ended January 31, 2026, a Schedule of Invoices Paid through January 2026, and Aging Schedules for Accounts Payable and Accounts Receivable as of January 31, 2026.

Detailed Report:

See attached statements.

Recommended Action:

Information only.

Attachments:

Attachment 1 – December 2025/January 2026 Authority Financial Statements



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statement of Net Position

As of January 31, 2026

Assets:	
Cash	\$ 4,375,103
Accounts receivable	5,545,591
Deposits ⁽¹⁾	1,124,323
Prepays	<u>318,728</u>
Total assets	<u>\$ 11,363,745</u>
Liabilities:	
Accounts payable	\$ 9,111,817
Advance for prepayments	<u>800,000</u>
Total liabilities	9,911,817
Net position:	<u>1,451,928</u>
Total liabilities and net position	<u>\$ 11,363,745</u>

⁽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

	Dec. 1, 2025 Jan. 31, 2026	Year to Date Jan. 31, 2026
Receipts:		
Contributions ⁽¹⁾	\$ 12,300,736	\$ 25,886,291
Disbursements:		
Program management office		
Executive office	1,175,160	2,428,432
Community engagement	315,851	980,601
Program controls	1,012,088	2,659,165
Administration	906,343	2,752,939
Procurement	163,304	408,788
Property	255,067	623,587
Permitting management	284,679	671,973
Health and safety	71,340	192,112
Quality management	66,912	312,793
Program initiation		
Engineering	5,059,130	10,379,569
Fieldwork	351,288	846,561
Geotechnical management	—	70,114
Total disbursements	9,661,162	22,326,634
Net changes in cash	2,639,574	3,559,657
Cash at July 1, 2025	—	815,446
Cash at December 1, 2025	1,735,529	—
Cash at January 31, 2026	\$ 4,375,103	\$ 4,375,103

⁽¹⁾ DWR contributions invoiced through the DCO.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Revenues, Expenses and Changes in Net Position

	Dec. 1, 2025 <u>Jan. 31, 2026</u>	Year to Date <u>Jan. 31, 2026</u>
Revenues:		
Contributions ⁽¹⁾	\$ 11,185,297	\$ 28,289,593
Expenses*:		
Program management office		
Executive office	1,437,918	3,001,444
Community engagement	320,042	952,934
Program controls	1,376,756	3,220,974
Administration	1,237,748	3,070,736
Procurement	247,220	524,238
Property	156,423	531,770
Permitting management	413,427	1,012,451
Health and safety	99,470	229,474
Quality management	116,552	323,918
Program initiation		
Engineering	5,199,134	13,969,667
Fieldwork	619,715	1,186,960
Geotechnical management	<u>—</u>	<u>43,497</u>
Total expenses	<u>11,224,405</u>	<u>28,068,063</u>
Changes in net position	(39,108)	221,530
Net position at June 30, 2025	—	1,230,398
Net position at November 30, 2025	<u>1,491,036</u>	<u>—</u>
Net position at January 31, 2026	<u>\$ 1,451,928</u>	<u>\$ 1,451,928</u>

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

⁽¹⁾ DWR contributions invoiced through the DCO.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Seven Months Ended January 31, 2026

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1 Psomas	221411	05/19/25	07/09/25	03/28/25-04/25/25	\$ 22,548	\$ 22,548
2 VMA Communications	DCA25APR	05/23/25	07/09/25	03/18/25-04/30/25	83,240	83,240
3 Mythics VIII, LLC	BD0001450	06/09/25	07/09/25	06/09/25	33,349	33,349
4 AT&T	0763373017	06/19/25	07/09/25	06/19/25-07/18/25	1,986	1,986
5 Verizon	6116264514	06/17/25	07/09/25	05/18/25-06/17/25	216	216
6 Prime US-Park Tower LLC	20250701	06/25/25	07/09/25	07/01/25-07/31/25	109,867	109,867
7 Consolidated Communications	20250615	06/15/25	07/09/25	06/15/25-07/14/25	2,849	2,849
8 FedEx Corporation	8-892-62207	06/13/25	07/11/25	06/04/25-06/11/25	36	36
9 Alliant Insurance Services, Inc.	3126472	06/17/25	07/11/25	07/01/25-07/01/26	27,549	27,549
10 Caltronics	4408312-CAL	07/01/25	07/11/25	06/01/25-06/30/25	298	298
11 FedEx Corporation	8-907-23608	06/27/25	07/11/25	06/20/25-06/25/25	36	36
12 Primo Espresso Company	180603	06/18/25	07/11/25	04/03/25-06/17/25	890	890
13 Rico's Window Coverings & Films	37134	06/27/25	07/11/25	06/27/25	3,439	3,439
14 AECOM Technical Services	2001019494	05/16/25	07/21/25	03/29/25-05/02/25	132,340	132,340
15 Bank of America	N/A*	07/21/25	07/21/25	07/21/25-08/01/25	482	482
16 Liberty Mutual Insurance	20250703	07/03/25	07/23/25	07/01/25-07/01/26	10,829	10,829
17 Bender Rosenthal, Inc.	2535	05/23/25	07/25/25	03/07/25-04/25/25	54,041	54,041
18 Bradner Consulting LLC	2425-11	05/31/25	07/25/25	05/01/25-05/31/25	52,077	52,077
19 Jacobs	W8X97007-10	06/02/25	07/25/25	03/29/25-04/25/25	1,701,426	1,701,426
20 Psomas	222178	06/10/25	07/25/25	04/25/25-05/29/25	33,417	33,417
21 Lucas Public Affairs, LLC	7310468	05/31/25	07/25/25	05/01/25-05/31/25	64,778	64,778
22 Morrison Engineering, LLC	25-06	06/02/25	07/25/25	05/03/25-05/30/25	6,400	6,400
23 Parsons	2505C180	06/11/25	07/25/25	02/06/25-04/25/25	807,608	807,608
24 Hamner, Jewell & Associates	204660	05/12/25	07/25/25	04/01/25-04/30/25	1,040	1,040
25 Bender Rosenthal, Inc.	2680	06/16/25	07/25/25	04/26/25-05/30/25	51,135	51,135
26 Metropolitan Water District of So. Ca	502068	06/12/25	07/25/25	05/01/25-05/31/25	23,189	23,189
27 Signs Now	111552	05/28/25	07/25/25	05/28/25-06/10/25	444	444
28 AECOM Technical Services	2001029004	06/13/25	07/25/25	05/03/25-05/30/25	77,462	77,462
29 Amazon	1C9R-6G9L-PILK	07/01/25	07/25/25	06/01/25-06/30/25	343	343
30 Gwen Buchholz, Permit Engineer, Inc.	2425-11	06/11/25	07/30/25	05/01/25-05/31/25	10,000	10,000
31 Consolidated Communications	20250715	07/15/25	08/04/25	07/15/25-08/14/25	2,849	2,849
32 Verizon	6118778988	07/17/25	08/04/25	06/18/25-07/17/25	216	216
33 Prime US-Park Tower LLC	20250801	07/21/25	08/04/25	08/01/25-08/31/25	110,167	110,167
34 AT&T	4252274017	07/19/25	08/04/25	07/19/25-08/18/25	1,986	1,986
35 FedEx Corporation	8-927-69167	07/18/25	08/04/25	07/10/25-07/11/25	18	18
36 FedEx Corporation	8-934-71366	07/25/25	08/04/25	07/15/25-07/22/25	57	57
37 National Pen Co., LLC	114232797	06/12/25	08/04/25	06/12/25-06/30/25	908	908
38 Bank of America	N/A*	08/04/25	08/04/25	08/02/25-07/20/26	8,306	8,306
39 Hamner, Jewell & Associates	204744	06/05/25	08/13/25	05/01/25-05/31/25	695	695
40 Parsons	2506C804	06/20/25	08/13/25	08/12/24-08/30/24	895	895
41 VMA Communications	DCA25MAY	06/19/25	08/13/25	04/23/25-05/31/25	87,097	87,097
42 Matthew Ian Keogh	MK-2025-03	07/02/25	08/13/25	04/01/25-06/30/25	1,446	1,446
43 LuxBus America	134188	06/27/25	08/13/25	06/26/25	1,602	1,602
44 LuxBus America	134108	06/26/25	08/13/25	06/25/25	1,697	1,697
45 Amazon	17P6-WMMQ-M6D6	08/01/25	08/20/25	07/01/25-07/31/25	31	31
46 onPar Advisors	OPIN0373	07/30/25	08/20/25	06/30/25-11/01/25	7,330	7,330
47 Parsons	2507A013	07/03/25	08/27/25	04/26/25-05/30/25	937,207	937,207
48 Jambo	2025-303	07/01/25	08/27/25	07/01/25-06/30/26	36,665	36,665
49 Gwen Buchholz, Permit Engineer, Inc.	2425-12	07/11/25	08/27/25	06/01/25-06/30/25	12,750	12,750
50 D.R. McNatty & Associates, Inc.	SI-104592	06/25/25	08/27/25	06/13/25-06/30/25	17,289	17,289
51 Best, Best, & Krieger	1034935	07/18/25	08/27/25	06/01/25-06/30/25	26,209	26,209
52 Best, Best, & Krieger	1031473	06/14/25	08/27/25	05/01/25-05/31/25	40,662	40,662
53 Lucas Public Affairs, LLC	7310505	06/30/25	08/27/25	06/01/25-06/30/25	49,601	49,601
54 Convergent Systems	46910	07/02/25	08/27/25	07/01/25-09/30/25	609	609
55 Jacobs	W8X97007-11	06/19/25	08/27/25	10/26/24-05/30/25	1,440,734	1,440,734
56 Bradner Consulting LLC	2425-12	07/01/25	08/27/25	06/01/25-06/30/25	52,077	52,077
57 FedEx Corporation	8-948-92650	08/08/25	08/27/25	07/01/25-08/01/25	19	19
58 Caltronics	4439297-CAL	08/13/25	08/27/25	07/01/25-07/31/25	2,084	2,084
59 Caltronics	4439298-CAL	08/13/25	08/27/25	08/01/25-08/31/25	2,192	2,192
60 FedEx Corporation	8-956-62689	08/15/25	08/27/25	08/06/25-08/13/25	38	38
61 iSpring Solutions	IS-018478	08/11/25	08/27/25	08/01/25-08/31/25	608	608
62 AECOM Technical Services	2001042497	07/21/25	09/05/25	05/31/25-06/30/25	79,295	79,295
63 Consolidated Communications	20250815	08/15/25	09/05/25	08/15/25-09/14/25	2,849	2,849

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



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Seven Months Ended January 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
64 AT&T	2878015013	08/19/25	09/05/25	08/19/25-09/18/25	1,992	1,992
65 Verizon	6121282394	08/17/25	09/05/25	07/18/25-08/17/25	216	216
66 Prime US-Park Tower LLC	20250901	08/26/25	09/05/25	09/01/25-09/30/25	110,167	110,167
67 Launch Consulting	PSI1038983	06/10/25	09/17/25	05/01/25-05/31/25	37,553	37,553
68 Launch Consulting	PSI1039446	07/09/25	09/17/25	06/01/25-06/30/25	40,889	40,889
69 FedEx Corporation	8-963-40992	08/22/25	09/17/25	08/13/25-08/19/25	38	38
70 Amazon	1QCN-96PQ-7MVX	09/01/25	09/17/25	08/01/25-08/31/25	180	180
71 FedEx Corporation	8-981-01552	09/05/25	09/17/25	08/27/25-08/28/25	19	19
72 Hamner, Jewell & Associates	204889	07/07/25	09/24/25	06/01/25-06/30/25	288	288
73 Bender Rosenthal, Inc.	2851	07/24/25	09/24/25	04/29/25-06/30/25	48,777	48,777
74 Metropolitan Water District of So. Ca	502088	07/08/25	09/24/25	06/01/25-06/30/25	18,504	18,504
75 Morrison Engineering, LLC	25-07	08/07/25	09/24/25	06/01/25-06/16/25	3,200	3,200
76 Commuter Industries, Inc.	250113	08/04/25	09/24/25	08/04/25	346	346
77 Psomas	223478	07/21/25	09/24/25	05/30/25-06/30/25	31,588	31,588
78 Bradner Consulting LLC	2526-01	07/31/25	09/24/25	07/01/25-07/31/25	52,077	52,077
79 CohnReznick Advisory LLC	90135562	08/07/25	09/24/25	07/01/25-07/31/25	23,950	23,950
80 VMA Communications	DCA25JUN	08/10/25	09/24/25	06/01/25-06/30/25	94,210	94,210
81 Lucas Public Affairs, LLC	7310543	07/31/25	09/24/25	07/01/25-07/31/25	126,270	126,270
82 Caltronics	4461312-CAL	09/09/25	09/30/25	09/01/25-09/30/25	2,244	2,244
83 Concern	CN2603019	09/15/25	10/03/25	09/08/25-09/07/26	5,500	5,500
84 FedEx	8-989-00117	09/12/25	10/03/25	09/08/25-09/09/25	19	19
85 Consolidated Communications	20250915	09/15/25	10/03/25	09/15/25-10/14/25	2,849	2,849
86 Amazon	1N9G-QRL7-H4L3	09/22/25	10/03/25	09/18/25	61	61
87 FedEx	8-998-97041	09/19/25	10/03/25	09/11/25-09/16/25	38	38
88 Prime US-Park Tower LLC	20251001	09/22/25	10/03/25	10/01/25-10/31/25	110,167	110,167
89 Verizon	6123765701	09/17/25	10/03/25	08/18/25-09/17/25	216	216
90 Caltronics Business Systems	4478113-CAL	10/01/25	10/10/25	10/01/25-10/31/25	2,312	2,312
91 AT&T	6667446017	09/19/25	10/14/25	09/19/25-10/18/25	1,992	1,992
92 Gwen Buchholz, Permit Engineer, Inc.	2526-01	08/10/25	10/17/25	07/01/25-07/31/25	20,511	20,511
93 AVI-SPL LLC	2518733	08/11/25	10/17/25	06/03/25	24,617	24,617
94 STV Incorporated	20210635*	07/24/25	10/17/25	06/23/25-06/30/25	23,035	23,000
95 Primo Espresso Company	180790	08/19/25	10/17/25	08/14/25	431	431
96 Jacobs	W8X97007-12	07/25/25	10/17/25	05/31/25-06/30/25	1,274,701	1,274,701
97 Launch Consulting	PSI1039647	08/07/25	10/17/25	07/01/25-07/31/25	49,986	49,986
98 Metropolitan Water District of So. Ca	502096	08/19/25	10/17/25	07/01/25-07/31/25	16,039	16,039
99 Bender Rosenthal, Inc.	2986	08/27/25	10/17/25	07/01/25-07/25/25	17,932	17,932
100 STV Incorporated	20211889	08/15/25	10/17/25	07/01/25-07/31/25	48,050	48,050
101 Parsons	2508D768	08/20/25	10/17/25	07/01/24-06/30/25	751,336	751,336
102 AECOM Technical Services	2001054396	08/22/25	10/17/25	07/01/25-07/25/25	54,744	54,744
103 Bradner Consulting LLC	2526-02	09/02/25	10/17/25	08/01/25-08/31/25	52,077	52,077
104 Parsons	2509A826	08/11/25	10/17/25	01/01/25-06/30/25	20,606	20,606
105 Amazon	1LCL-9J3G-1FXW	10/01/25	10/17/25	09/01/25-09/30/25	656	656
106 Psomas	224464	08/21/25	10/22/25	07/01/25-07/24/25	90,661	90,661
107 e-Builder, Inc.	18133	10/14/25	10/22/25	10/26/25-10/25/26	218,599	218,599
108 e-Builder, Inc.	18134	10/15/25	10/22/25	10/15/25	18,000	18,000
109 Jacobs	W8X97008-01	08/15/25	10/29/25	07/01/25-07/25/25	1,616,136	1,616,136
110 Lucas Public Affairs, LLC	7310582	08/31/25	10/29/25	08/01/25-08/31/25	137,947	137,947
111 Lucas Public Affairs, LLC	7310572	08/31/25	10/29/25	08/01/25-08/31/25	895	895
112 Best, Best, & Krieger	1038237*	08/31/25	10/29/25	07/01/25-07/25/25	27,174	25,944
113 Convergent Systems	1040878	07/29/25	10/29/25	07/29/25	215	215
114 Parsons	2509B818	09/10/25	11/05/25	07/01/25-07/25/25	671,428	671,428
115 CohnReznick Advisory LLC	90145903	09/15/25	11/05/25	08/01/25-08/31/25	101,516	101,516
116 FedEx	9-023-96101	10/10/25	11/05/25	10/01/25-10/08/25	38	38
117 AT&T	9104307015	10/19/25	11/05/25	10/19/25-11/18/25	1,992	1,992
118 FedEx	9-041-62965	10/24/25	11/05/25	10/14/25-10/22/25	38	38
119 Verizon	6126252514	10/17/25	11/05/25	09/18/25-10/17/25	216	216
120 Prime US-Park Tower LLC	20251101	10/24/25	11/05/25	11/01/25-11/30/25	110,314	110,314
121 Gwen Buchholz, Permit Engineer, Inc.	2526-02	09/15/25	11/14/25	08/01/25-08/31/25	21,156	21,156
122 Commuter Industries, Inc.	250131	09/18/25	11/14/25	09/18/25	626	626
123 STV Incorporated	20212602	09/11/25	11/14/25	08/01/25-08/31/25	53,080	53,080
124 Project Neutral, Inc.	DCA-0001	09/29/25	11/14/25	07/25/25-08/31/25	24,314	24,314
125 Convergent Systems	47074	10/01/25	11/14/25	10/01/25-12/31/25	609	609
126 AECOM Technical Services	2001063484	09/17/25	11/14/25	07/26/25-08/29/25	60,770	60,770

* Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Seven Months Ended January 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
127 AVI-SPL LLC	2525070	08/21/25	11/14/25	08/07/25-08/26/26	14,380	14,380
128 Bradner Consulting LLC	2526-03	10/01/25	11/14/25	09/01/25-09/30/25	52,077	52,077
129 LuxBus America	142222	10/27/25	11/19/25	10/23/25	1,930	1,930
130 LuxBus America	142875	10/31/25	11/19/25	10/31/25	1,930	1,930
131 Caltronics Business Systems	4504930-CAL	11/04/25	11/19/25	11/01/25-11/31/25	2,691	2,691
132 onPar Advisors	OPIN0415	11/04/25	11/19/25	11/02/25-11/01/26	125,508	125,508
133 Amazon	17GK-WKCQ-YKC6	11/01/25	11/19/25	10/01/25-10/31/25	1,014	1,014
134 xViz LLC	XVIZINV112025006976	11/04/25	11/19/25	11/04/25-11/03/26	1,598	1,598
Subtotal July - November*					\$ 12,666,737	\$ 12,665,472
135 Consolidated Communications	20251015	10/15/25	12/01/25	10/15/25-11/14/25	2,849	2,849
136 CohnReznick Advisory LLC	90158926	10/08/25	12/03/25	09/01/25-09/30/25	121,996	121,996
137 Parsons	2510A578	10/02/25	12/03/25	07/19/25-08/29/25	1,005,057	1,005,057
138 Gwen Buchholz, Permit Engineer, Inc.	2526-03	10/15/25	12/03/25	09/01/25-09/30/25	20,253	20,253
139 Metropolitan Water District of So. Ca	502114	09/25/25	12/03/25	08/01/25-08/31/25	30,716	30,716
140 Miles Treaster & Associates	55094	09/11/25	12/03/25	09/11/25	1,490	1,490
141 FedEx	9-059-18894	11/07/25	12/03/25	10/28/25-11/03/25	38	38
142 FedEx	9-066-99094	11/14/25	12/03/25	11/04/25-11/05/25	19	19
143 AT&T	1271178014	11/19/25	12/03/25	11/19/25-12/18/25	1,992	1,992
144 Consolidated Communications	20251115	11/15/25	12/03/25	11/15/25-12/14/25	2,849	2,849
145 Prime US-Park Tower LLC	20251201	11/21/25	12/03/25	12/01/25-12/31/25	119,536	119,536
146 Verizon	6128746650	11/17/25	12/03/25	10/18/25-11/17/25	216	216
147 Psomas	226517	09/24/25	12/12/25	07/11/25-08/21/25	110,328	110,328
148 Matthew Ian Keogh	MK-2025-04	10/02/25	12/12/25	07/01/25-09/30/25	1,007	1,007
149 Commuter Industries, Inc.	250145	10/07/25	12/12/25	10/07/25	2,024	2,024
150 Psomas	226625	10/21/25	12/12/25	08/22/25-09/25/25	89,193	89,193
151 Bender Rosenthal, Inc.	3074	10/02/25	12/12/25	07/26/25-08/31/25	80,317	80,317
152 Primo Espresso Company	180954	10/01/25	12/12/25	09/11/25-09/30/25	288	288
153 Fedex	9-075-22058	11/21/25	12/12/25	11/14/25-11/17/25	19	19
154 iSpring Solutions	IS-019642	11/24/25	12/12/25	12/05/25-12/04/26	11,525	11,525
155 Amazon	1NDY-Y1DM-RLPC	12/01/25	12/12/25	11/01/25-11/30/25	767	767
156 FedEx	9-083-88922	11/28/25	12/12/25	11/19/25-11/25/25	38	38
157 FedEx	9-092-39497	12/05/25	12/12/25	12/01/25-12/03/25	19	19
158 Lucas Public Affairs, LLC	7310627	09/30/25	12/24/25	08/31/25-09/30/25	1,421	1,421
159 Jacobs	W8X97008-02	09/26/25	12/24/25	04/01/25-08/29/25	2,917,349	2,917,349
160 Launch Consulting	PSI1040146	09/05/25	12/24/25	08/01/25-08/31/25	59,415	59,415
161 Launch Consulting	PSI1040559	10/07/25	12/24/25	09/01/25-09/30/25	54,550	54,550
162 Bradner Consulting LLC	2526-04	10/31/25	12/24/25	10/01/25-10/31/25	52,077	52,077
163 STV Incorporated	206	10/23/25	12/24/25	09/01/25-09/30/25	33,010	33,010
164 Lucas Public Affairs, LLC	7310615	09/30/25	12/24/25	08/31/25-09/30/25	121,960	121,960
165 Jacobs	W8X97008-03	10/30/25	12/24/25	07/01/25-09/26/25	2,603,760	2,603,760
166 Parsons	2511A764**	10/07/25	12/24/25	07/01/25-07/25/25	10,588	9,438
167 AECOM Technical Services	2001076890	10/29/25	12/24/25	08/14/25-09/26/25	82,254	82,254
168 Bender Rosenthal, Inc.	3193	10/30/25	12/24/25	07/24/25-09/26/25	80,355	80,355
169 Gwen Buchholz, Permit Engineer, Inc.	2526-04	11/07/25	12/24/25	10/01/25-10/31/25	19,866	19,866
170 Launch Consulting	PSI1040938	11/05/25	12/24/25	10/01/25-10/31/25	61,614	61,614
171 Metropolitan Water District of So. Ca	502134	10/22/25	12/24/25	09/01/25-09/30/25	10,430	10,430
172 Municipal Resource Group, LLC	251005	10/31/25	12/24/25	08/25/25-09/30/25	25,351	25,351
173 Caltronics Business Systems	4531086-CAL	12/09/25	12/24/25	12/01/25-12/31/25	2,340	2,340
174 Project Neutral, Inc.	DCA-0002	11/06/25	01/07/26	09/01/25-09/30/25	26,227	26,227
175 Project Neutral, Inc.	DCA-0003	11/13/25	01/07/26	10/01/25-10/31/25	46,055	46,055
176 STV Incorporated	427	11/12/25	01/07/26	09/01/25-09/30/25	1,911	1,911
177 Lucas Public Affairs, LLC	7310648	10/31/25	01/07/26	10/01/25-10/31/25	109,479	109,479
178 Jacobs	W8X97008-03-EXP**	09/29/25	01/07/26	07/01/25-08/31/25	65,979	54,897
179 Parsons	2510B307	11/05/25	01/07/26	08/30/25-09/26/25	781,338	781,338
180 Prime US-Park Tower LLC	20260101	12/19/25	01/07/26	01/01/26-01/31/26	110,446	110,446
181 Consolidated Communications	20251215	12/15/25	01/07/26	12/15/25-01/14/26	2,849	2,849
182 Municipal Resource Group, LLC	251102	11/24/25	01/09/26	10/01/25-10/31/25	14,940	14,940
183 STV Incorporated	1169	11/20/25	01/09/26	10/01/25-10/31/25	62,490	62,490
184 FedEx	9-109-66306	12/19/25	01/09/26	12/10/25-12/17/25	57	57
185 Verizon	6131262992	12/17/25	01/09/26	11/18/25-12/17/25	216	216
186 FedEx	9-118-66798	12/26/25	01/09/26	12/17/25-12/22/25	38	38

* Totals may not foot due to rounding.

** Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Seven Months Ended January 31, 2026
(Continued)

Table with columns: Vendor, Invoice #, Invoice Date, Payment Date, Period of Expense, Invoice Amount, Amount Paid. Includes rows for vendors like AT&T, Psomas, AVI-SPL LLC, etc., and summary rows for Subtotal December - January* and Total July - January*.

* Totals may not foot due to rounding.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule ⁽¹⁾
As of January 31, 2026

Payable To:	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>Total</u>
AECOM Technical Services					
Invoice #2001085910	—	157,841	—	—	157,841
Invoice #2001096484	190,984	—	—	—	190,984
Invoice #2001104430	98,832	—	—	—	98,832
Airco Mechanical, Inc.					
Invoice #33288	907	—	—	—	907
ARC Document Solutions, LLC					
Invoice #12980601	2,099	—	—	—	2,099
Associated Right of Way Services, Inc.					
Invoice #23976	6,181	—	—	—	6,181
Invoice #23838	5,474	—	—	—	5,474
Bender Rosenthal, Inc.					
Invoice #3467	—	12,891	—	—	12,891
Invoice #3587	18,460	—	—	—	18,460
Best, Best, & Krieger					
Invoice #1040975	33,029	—	—	—	33,029
Invoice #1043704	27,905	—	—	—	27,905
Invoice #1044711	39,608	—	—	—	39,608
Bradner Consulting LLC					
Invoice #2526-06	52,077	—	—	—	52,077
Capital Protection Group, Inc.					
Invoice #1345	250	—	—	—	250
CohnReznick Advisory LLC					
Invoice #90191499	128,076	—	—	—	128,076
Commuter Industries, Inc.					
Invoice #260002	151	—	—	—	151
Consolidated Communications					
Invoice #20260115	1,427	—	—	—	1,427
Convergent Systems					
Invoice #47569	203	—	—	—	203
D.R. McNatty & Associates, Inc.					
Invoice #SI-105425	750	—	—	—	750
FedEx					
Invoice #9-126-49466	19	—	—	—	19
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2526-06	21,414	—	—	—	21,414
Hamner, Jewell & Associates					
Invoice #205133	3,011	—	—	—	3,011
Invoice #205204	8,112	—	—	—	8,112
Invoice #205267	7,846	—	—	—	7,846
Jacobs					
Invoice #W8X97008-04	—	3,329,412	—	—	3,329,412
Invoice #W8X97008-05	2,475,289	—	—	—	2,475,289
Launch Consulting					
Invoice #PSI1041698	186,067	—	—	—	186,067
Lucas Public Affairs, LLC					
Invoice #7310691	1,295	—	—	—	1,295
Invoice #7310728	116,158	—	—	—	116,158
Invoice #7310736	8,482	—	—	—	8,482
LuxBus America					
Invoice #147942	1,108	—	—	—	1,108
Matthew Ian Keogh					
Invoice #MK-2026-01	1,219	—	—	—	1,219

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



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule ⁽¹⁾
As of January 31, 2026
(continued)

Payable To:	1 - 30	31 - 60	61 - 90	> 90	Total
Metropolitan Water District of So. Ca					
Invoice #502139	18,741	—	—	—	18,741
Invoice #502141	6,711	—	—	—	6,711
Invoice #502142	11,749	—	—	—	11,749
Municipal Resource Group, LLC					
Invoice #260008	11,654	—	—	—	11,654
Parsons					
Invoice #2512B014	1,103,686	—	—	—	1,103,686
Invoice #2512D408	832,683	—	—	—	832,683
Project Neutral, Inc.					
Invoice #DCA-0004	14,027	—	—	—	14,027
Psomas					
Invoice #228854	—	102,545	—	—	102,545
Santiago Water Strategies					
Invoice #003	12,650	—	—	—	12,650
Southern California Water Coalition					
Invoice #2111	208	—	—	—	208
STV Incorporated					
Invoice #3734	59,620	—	—	—	59,620
Urban Water Institute					
Invoice #2109	750	—	—	—	750
Verizon					
Invoice #6133772843	216	—	—	—	216
	\$ 5,509,128	\$ 3,602,689	\$ —	\$ —	\$ 9,111,817

*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 January 31, 2026

<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-858	\$ 66,713	\$ —	\$ —	\$ —	\$ 66,713
Invoice #DCA-859	186,067	—	—	—	186,067
Invoice #DCA-860	19,150	—	—	—	19,150
Invoice #DCA-861	1,103,686	—	—	—	1,103,686
Invoice #DCA-862	28,653	—	—	—	28,653
Invoice #DCA-863	50,975	—	—	—	50,975
Invoice #DCA-864	18,969	—	—	—	18,969
Invoice #DCA-865	2,475,289	—	—	—	2,475,289
Invoice #DCA-866	190,984	—	—	—	190,984
Invoice #DCA-867	128,076	—	—	—	128,076
Invoice #DCA-868	12,323	—	—	—	12,323
Invoice #DCA-869	4,453	—	—	—	4,453
Invoice #DCA-870	110,446	—	—	—	110,446
Invoice #DCA-871	134,618	—	—	—	134,618
Invoice #DCA-872	98,832	—	—	—	98,832
Invoice #DCA-873	832,683	—	—	—	832,683
Invoice #DCA-874	80,958	—	—	—	80,958
Invoice #DCA-875	2,716	—	—	—	2,716
	<u>\$ 5,545,591</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 5,545,591</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

	Dec. 1, 2025 Jan. 31, 2026	Year to Date Jan. 31, 2026
Receipts:		
Contributions ⁽¹⁾	\$ 12,300,736	\$ 25,886,291
Disbursements:		
Program management office		
Executive office	1,175,160	2,428,432
Community engagement	315,851	980,601
Program controls	1,012,088	2,659,165
Administration	906,343	2,752,939
Procurement	163,304	408,788
Property	255,067	623,587
Permitting management	284,679	671,973
Health and safety	71,340	192,112
Quality management	66,912	312,793
Program initiation		
Engineering	5,059,130	10,379,569
Fieldwork	351,288	846,561
Geotechnical management	—	70,114
Total disbursements	<u>9,661,162</u>	<u>22,326,634</u>
Net changes in cash	2,639,574	3,559,657
Cash at July 1, 2025	—	815,446
Cash at December 1, 2025	<u>1,735,529</u>	<u>—</u>
Cash at January 31, 2026	<u>\$ 4,375,103</u>	<u>\$ 4,375,103</u>

Statements of Revenues, Expenses and Changes in Net Position

	Dec. 1, 2025 Jan. 31, 2026	Year to Date Jan. 31, 2026
Revenues:		
Contributions ⁽¹⁾	\$ 11,185,297	\$ 28,289,593
Expenses*:		
Program management office		
Executive office	1,437,918	3,001,444
Community engagement	320,042	952,934
Program controls	1,376,756	3,220,974
Administration	1,237,748	3,070,736
Procurement	247,220	524,238
Property	156,423	531,770
Permitting management	413,427	1,012,451
Health and safety	99,470	229,474
Quality management	116,552	323,918
Program initiation		
Engineering	5,199,134	13,969,667
Fieldwork	619,715	1,186,960
Geotechnical management	—	43,497
Total expenses	<u>11,224,405</u>	<u>28,068,063</u>
Changes in net position	(39,108)	221,530
Net position at June 30, 2025	—	1,230,398
Net position at November 30, 2025	<u>1,491,036</u>	<u>—</u>
Net position at January 31, 2026	<u>\$ 1,451,928</u>	<u>\$ 1,451,928</u>

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

⁽¹⁾ DWR contributions invoiced through the DCO.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Dec. 1, 2025 Jan. 31, 2026	Year to Date Jan. 31, 2026	Dec. 1, 2025 Jan. 31, 2026	Year to Date Jan. 31, 2026
Receipts/Revenues:				
Contributions ⁽¹⁾	\$ 12,300,736	\$ 25,886,291	\$ 11,185,297	\$ 28,289,593
Disbursements/Expenses*:				
Program management office				
Executive office	1,175,160	2,428,432	1,437,918	3,001,444
Community engagement	315,851	980,601	320,042	952,934
Program controls	1,012,088	2,659,165	1,376,756	3,220,974
Administration	906,343	2,752,939	1,237,748	3,070,736
Procurement	163,304	408,788	247,220	524,238
Property	255,067	623,587	156,423	531,770
Permitting management	284,679	671,973	413,427	1,012,451
Health and safety	71,340	192,112	99,470	229,474
Quality management	66,912	312,793	116,552	323,918
Program initiation				
Engineering	5,059,130	10,379,569	5,199,134	13,969,667
Fieldwork	351,288	846,561	619,715	1,186,960
Geotechnical management	-	70,114	—	43,497
Total disbursements/expenses	9,661,162	22,326,634	11,224,405	28,068,063
Net changes in cash	2,639,574	3,559,657		
Cash at July 1, 2025	—	815,446		
Cash at December 1, 2025	1,735,529	—		
Cash at January 31, 2026	\$ 4,375,103	\$ 4,375,103		
Changes in net position			(39,108)	221,530
Net position at June 30, 2025			—	1,230,398
Net position at November 30, 2025			1,491,036	—
Net position at January 31, 2026			\$ 1,451,928	\$ 1,451,928

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

⁽¹⁾ DWR contributions invoiced through the DCO.

DCP Communications Report

Contact: Jessyca Sheehan, DCA Communications Manager

Agenda Date: February 19, 2026 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.

Recommended Action:

Information, only.

DWR Environmental Manager's Report

Contact: Carolyn Buckman, DWR Environmental Manager

Date: February 19, 2026, 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.

Water Rights. The SWB hearing process on DWR's petition to add two new points of diversion has completed the first phase (DWR's presentation of case-in-chief) and second phase (protestants' presentation of their case-in-chief). DWR submitted rebuttal testimony on December 22 and will provide oral testimony on hearing dates February 20, 23, 24, 25, and March 2, 5, 6, 23, 24, & 25, 2026.

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.

California Endangered Species Act. DWR has submitted an application for an amendment to the project's Incidental Take Permit to address several updates, including the addition of burrowing owl.

Delta Plan Consistency. DWR submitted the certification of consistency with the Delta Plan to the Delta Stewardship Council (DSC) on October 17, and ten appeals were received on November 17. The DSC will conduct a hearing on the appeals on February 26-27, 2026 and has sixty days to issue a decision.

Recommended Action:

Information only.