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August 17, 2026

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

Subject: ***Materials for the August 20, 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, August 20, 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 from one of the remote locations listed on the agenda or virtually. The call-in and video information, as well as meeting location is provided in the attached agenda. Meeting information will also be posted on the dcdca.org website.

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

Regards,

Graham Bradner

DCA Executive Director



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

REGULAR MEETING

Thursday, August 20, 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, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350
3. Mojave Water Agency, 13846 Conference Center Dr, Apple Valley, CA 92307

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 84349446215#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/84349446215?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 54953.8, Directors will attend the meeting from 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

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

- (a) Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case
- (b) 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)

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

5. PUBLIC COMMENT

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



6. APPROVAL OF MINUTES

- (a) June 18, 2026, Regular Meeting Minutes

7. DISCUSSION ITEMS

- (a) August Monthly Board Report

Recommended Action: Information Only.

- (b) DCA Board Appointments for Office of President, Vice President, Secretary, and Treasurer

Recommended Action: Appoint Board Officers by Motion.

- (c) Consider Passing Resolution Authorizing an Agreement for Programmatic Geotechnical and Fieldwork Services to the AECOM Technical Services, Inc.

Recommended Action: Adopt Resolution.

- (d) DCP Community Outreach Update

Recommended Action: Information Only.

8. REPORTS AND ANNOUNCEMENTS

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

- (a) General Counsel's Report
- (b) Treasurer's Report
- (c) DCP Communications Report
- (d) DWR Environmental Report
- (e) Verbal Reports, if any

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

* * * * *

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

October 15, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

December 17, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

February 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, June 18, 2026

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: 83890980485#, <https://dcdca-org.zoom.us/j/83890980485?from=addon> at 1:30 pm.

2. ROLL CALL

Board members in attendance from the BMO Tower Conference Center were President Martin Milobar, Director John Weed, and Director Juan Garza. Director Tony Estremera, Director Gary Martin, Alternate Director Michael Plinski, sitting in for Director Robert Cheng, and Alternate Director Dennis LaMoreaux, sitting in for Director Adnan Anabtawi, participated from remote meeting locations.

Alternate Directors in attendance remotely were Mark Gilkey, Sarah Palmer, and Shiloh Ballard. The Board Clerk captured their attendance for the record.

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

Department of Water Resources (DWR) staff members in attendance was Katherine Marquez.

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 2:00 p.m. and asked Josh Nelson, DCA General Counsel, to report out on the 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. CONSENT CALENDAR

- a) **Adopt Resolution Adopting Findings as a Responsible Agency Concerning the First and Second Addendum to Final Environmental Impact Report for the Delta Conveyance Project**

Adopt Resolution

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

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

Recommendation: Adopt Resolution Adopting Findings as Responsible Agency Concerning the First and Second Addendum to Final Environmental Impact Report for the Delta Conveyance Project

Motion to Adopt Resolution Making Responsible Agency Findings for First and Second Addendum to Final Environmental Impact Report for the Delta Conveyance Project, as

Noted:	Weed
Second:	Garza
Yeas:	Milobar, Martin, Garza, Estremera, Plinski, LaMoreaux, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-06).

7. APPROVAL OF MINUTES: May 21, 2026, Regular Board Meeting

Recommendation: Approve the May 21, 2026, Regular Board Meeting Minutes

Motion to Approve Minutes from May 21, 2026, as

Noted:	Estremera
Second:	Weed
Yeas:	Milobar, Martin, Garza, Estremera, Plinski, LaMoreaux, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 26-06-01).

8. DISCUSSION ITEMS

a) June Monthly Board Report

Informational Item

DCA Executive Director, Graham Bradner, presented the Monthly Report for May 2026 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. Lastly, there is an ongoing procurement: Programmatic Geotechnical Services. The proposals from qualified vendors are due June 29, 2026.

Regarding the budget overview, the Board of Directors approved the Fiscal Year (FY) 2025/26 budget of \$65M. DCA has committed a total of \$62.2M through task orders and contracts, leaving approximately \$2.8M in uncommitted funds. To date, the DCA has incurred \$46.1M and the Estimate at Completion (EAC) is \$57.3M. The work progress for vendors that have deliverables is 85% complete with 82% of the estimated budget spent – some of this variance is attributable to the prior preliminary fieldwork injunction. Small Business Enterprise/Disabled Veteran Business Enterprise (SBE/DVBE) committed contracts participation is nine (9) percent, and of that, eight (8) percent has been invoiced.

President Milobar asked if the underspend in relation to field work was expected.

Mr. Bradner stated that the underspend was expected and he clarified that the top line was allocated conservatively to account for the potential to resume the field work.

President Milobar requested a cursory review of the progressed field work.

Mr. Bradner proposed the update be presented at the August meeting by the Field Exploration Manager to allow for a report on the current activities.

Director Garza requested clarification regarding the land acquisition and whether the cost includes purchasing properties, or if it only includes services.

Mr. Bradner explained that at this moment, the program is not acquiring any land in permanent form. He outlined the primary areas of focus for the land acquisition team which includes working on title research, temporary entry permits (TEP's), and supporting court-ordered entry process.

Director Weed asked if the program has started its fund reserve for long-time land acquisition.

Mr. Bradner stated that the completion of the implementation votes among all the Public Water Agencies (PWA's) is necessary to engage in permanent acquisition. He explained that property acquisition would quickly exceed the current budget and the program will need to collaborate with all the PWA's to articulate a work plan, an update of benefit-cost analysis and representations of the property acquisition timeline to secure funding.

Director Weed inquired about the status of the building closure, and the magnitude of the damage.

Mr. Bradner clarified that the DCA has abated rent per the provisions of the lease. In terms of cost associated with repairs, the program is currently collecting bids and indicated that an in-depth update will be available in the coming months.

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

b) Adopt Resolution Approving the Investment Policy

Adopt Resolution

Metropolitan Water District of Southern California (MWD) Treasury and Debt Manager, Sam Smalls, informed the Board that the Investment Policy is brought to the Board annually for their approval. Additionally, MWD is seeking Board approval for the delegation of authority to the Treasurer to invest DCA's funds for FY26/27, pursuant to the California Government Code (Government Code). He noted that there was one (1) update to the Investment Policy reflecting an extension in the Government Code for commercial paper investment terms to a maximum of 397 days.

Director Garza asked who the delegated person on behalf of DCA Treasurer is, if Katano Kasaine is on leave.

Mr. Smalls stated that Adam Benson, MWD Group Manager of Finance and Administration, serves as Acting Treasurer on behalf of Ms. Kasaine during her absence.

Director Martin thanked Mr. Smalls, noting the conciseness and clear presentation.

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

Recommendation: Approve Passing Resolution Approving the Investment Policy

Motion to Adopt Passing Resolution Approving the Investment Policy, as

Noted: Martin
Second: Garza
Yeas: Milobar, Martin, Garza, Estremera, Plinski, LaMoreaux, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-07).

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

Adopt Resolution

Mr. Bradner reminded the Board that in June 2025, the Board adopted a revised Travel Policy that modified the rate approach to allow vendors to be reimbursed for direct travel expenses, rather than an all-in multiplier approach. Staff recommended that beginning in FY 26/27, the Board consider approving continuation with the current direct reimbursement approach inclusive of the proposed amendments. A red-line and clean version of the amended Policy was provided in the Board packet for more specific changes.

President Milobar inquired if the amended Policy is in compliance with the Department and if it had been reviewed by the DCA General Counsel.

Mr. Nelson reiterated that the Policy is concurred by DWR and he has collaborated with them closely to incorporate their feedback and edits.

Director Garza thanked Mr. Bradner for the detailed information and sought clarification regarding any anticipated cost savings by this amendment.

Mr. Bradner confirmed that by complying with the GSA rates when available, it will result in cost savings. However, it is difficult to quantify the amount of savings because it is all circumstantial.

Recommendation: Approve Passing Resolution Approving Amended DCA Travel Policy

Motion to Approve Passing Resolution Amended DCA Travel Policy, as

Noted: Garza
Second: Weed
Yeas: Milobar, Martin, Garza, Estremera, Plinski, LaMoreaux, Weed
Nays: None
Abstains: None

Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-08).

d) **Adopt Resolution Approving the Continued Use of Gwendolyn Buchholz, Permit Engineering, Inc. Agreement and its First Amendment**

Adopt Resolution

DCA's Chief Contracting Officer, Adrian Brown, presented a request to amend the Gwendolyn Buccholz, Permit Engineer, Inc., for On-Call Environmental Planning and Support Consulting Services contract and to issue its task orders above \$250,000. He explained that the agreement was originally rewarded with a not-to-exceed amount of \$250,000. He added that Ms. Buchholz currently serves as the Environmental Division Manager for DCA and provides input, key background knowledge and historical information. In regard to the amendment, he noted that given inflation and expected increases in workload, future task orders will likely exceed \$250,000 per fiscal year. He noted that the resolution would allow the program to continue to contract with Permit Engineering and would permit the issuance of annual task orders over \$250,000 consistent with approved budgets.

Director LaMoreaux inquired about the net balance of the maximum compensation of \$1,050,000.

Mr. Bradner informed the Board that the task orders range from \$200,000 to \$250,000 per fiscal year since the establishment of this contract in 2022. The contract is approaching the maximum compensation, however DCA is not proposing to increase it with this amendment. Once it reaches the maximum, an amendment be presented to the Board.

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

Recommendation: Approve Resolution Approving the Continued Use of the Gwendolyn Buchholz, Permit Engineer, Inc. Agreement and its 1st Amendment for On-Call Environmental Planning and Support Consulting Services

Motion to Approve Passing Resolution Approving the Continued Use of the Gwendolyn Buchholz, Permit Engineer, Inc. Agreement and its 1st Amendment for On-Call Environmental Planning and Support Consulting Services, as

Noted: Plinski
Second: Garza

Yeas: Milobar, Martin, Garza, Estremera, Plinski, LaMoreaux, Weed
 Nays: None
 Abstains: None
 Recusals: None
 Absent: None
 Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-09).

e) Conduct Public Hearing on FY 2026/27 Budget, Including Discussion of Vacancies and Related Matters, and Consider Passing Resolution Approving FY 2026/27 Budget

Adopt Resolution

Mr. Bradner informed the Board that the proposed FY 26/27 budget is \$65M, including an unallocated reserve amount of \$1.06M. There is an additional \$3.5M in contingency built into the Fieldwork, Geotechnical and Boundary Surveying, and Executive Support Services budget lines that will be released to the vendor should scope or budget changes arise. At the June 11, 2026, DCA Finance Committee Meeting, the Committee voted by minute order to recommend that the DCA Board of Directors approve the FY 26/27 Budget.

He outlined the planned priorities for the upcoming year, including the completion of the BODR and Class 3 (three) Cost Estimate. He then reviewed the purpose and structure of the Work Breakdown Structure (WBS), noting that it serves as the framework for organizing and tracking all budgeted program activities and is designed to evolve while maintaining consistency in cost allocation.

Director Martin requested clarification on the procedure for this agenda item, asking if the Board comments and motions must take place before closing the public hearing.

Mr. Nelson outlined the process as follows: the Board discusses the item, obtains public comments, closes the public hearing, then lastly, requests a motion.

Director Martin thanked the Finance Committee for their time and effort. The committee received information and details of the budget and on behalf of the Finance Committee, he would like to make a motion to adopt the final budget for FY 26/27.

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

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

Recommendation: Approve Passing Resolution Approving FY 2026/27 Budget

Motion to Approve Passing Resolution Approving FY 2026/27 Budget, as

Noted: Martin
Second: Garza
Yeas: Milobar, Martin, Garza, Estremera, Plinsky, LaMoreaux, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-10).

f) **Adoption of Resolution Commending and Thanking Jacquelyn McMillan for Her Service on the Board**

Adopt Resolution

DCA Executive Director, Graham Bradner stated to the Board that Director Jacquelyn McMillan has served on the DCA's Board of Directors since March 2025 as an Alternate Director representative of MWD and transitioned into the Director role upon Miguel Luna's retirement from the DCA Board in November 2025. Staff was recently informed that Director McMillan has stepped down from the MWD and therefore, the DCA Board of Directors.

Mr. Bradner stated that this item is an opportunity to recognize and thank Director McMillan for her service on the Board of Directors and role as the Board's Legislative Liaison. He recognized Director McMillan as an instrumental member in the continued growth and development of the DCA. He thanked Ms. McMillan for all her efforts and wished her well in her future endeavors.

Board members and staff expressed gratitude for her dedication, contribution to the program, and extended best wishes on her future endeavors.

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

Recommendation: Approve Passing Resolution Commending and Thanking Jacquelyn McMillan for Her Service on the Board

Motion to Approve Passing Resolution Commending and Thanking Jacquelyn McMillan for her Service on the Board, as

Noted: Milobar
 Second: Weed
 Yeas: Milobar, Martin, Garza, Estremera, Plinsky, LaMoreaux, Weed
 Nays: None
 Abstains: None
 Recusals: None
 Absent: None
 Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-11).

9. 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 reported that his written update was included in the meeting packet. He provided a reminder on the election of Board Officers. Officers are elected for a two (2) year term that nominally ends in June 2026, and elections for the next term will be agendaized for the August Board meeting.

No comments or questions were received from the Board.

b. Treasurer's Report

Mr. Benson presented the Monthly Treasurer's Report for April-May 2026 on behalf of Treasurer Katano Kasaine. Mr. Benson informed the Board that the written report was included in the meeting packet. He reported an opening cash balance of \$3.6M as of April 1. The DCA received a total of \$6.8M in contributions and had disbursements totaling \$9.7M, resulting in an ending cash balance of \$739,000 as of May 31, 2026.

No comments or questions were received from the Board.

c. DCP Communications Report

Ms. Sheehan provided an update on recent Communications activities, noting that a major focus in May was supporting the ACWA Spring Conference in Sacramento, where the team engaged with PWAs and Board members. She also reported participation in recent outreach events, including Palmdale Water District tour, Construction Network panel in Anaheim, and the North America Tunneling Conference. Currently, the team is working on refreshing all the tour materials, including updated Tour MapBook, posters and fact sheets

to enhance the tour experience. Additionally, translation for the fact sheets are in progress and will soon be available in Spanish and Chinese on the DCA Website.

President Milobar thanked Ms. Sheehan for her comprehensive report.

No further comments or questions were received from the Board.

d. DWR Environmental Report

DWR Environmental Manager, Katherine Marquez, provided an update on ongoing planning and permitting activities to the Board. A written report was included in the Board Packet covering updates regarding the Endangered Species Act (ESA), Water Rights, and Delta Plan Consistency.

President Milobar inquired on the timeline for the SWRCB hearing decision.

Ms. Marquez responded that while she is not aware of any additional hearings after the August timeframe, the hearings are expected to be completed in 2026.

No further comments or questions were received from the Board.

e. Verbal Reports, if any

Director Weed and Director Palmer relayed that Zone 7 and Alameda County Water District shared a seat in the Board and they have a two (2) year cycle. Director Sarah Palmer will become the Director starting July 1, 2026, and Director Weed will serve as the Alternate Director.

10. FUTURE AGENDA ITEMS:

None.

11. ADJOURNMENT:

President Milobar adjourned the meeting at 3:21 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 83890980485#, <https://dcdca-org.zoom.us/j/83890980485?from=addon>



August 2026 Monthly Report

Activities in July 2026

Agenda Item 7a

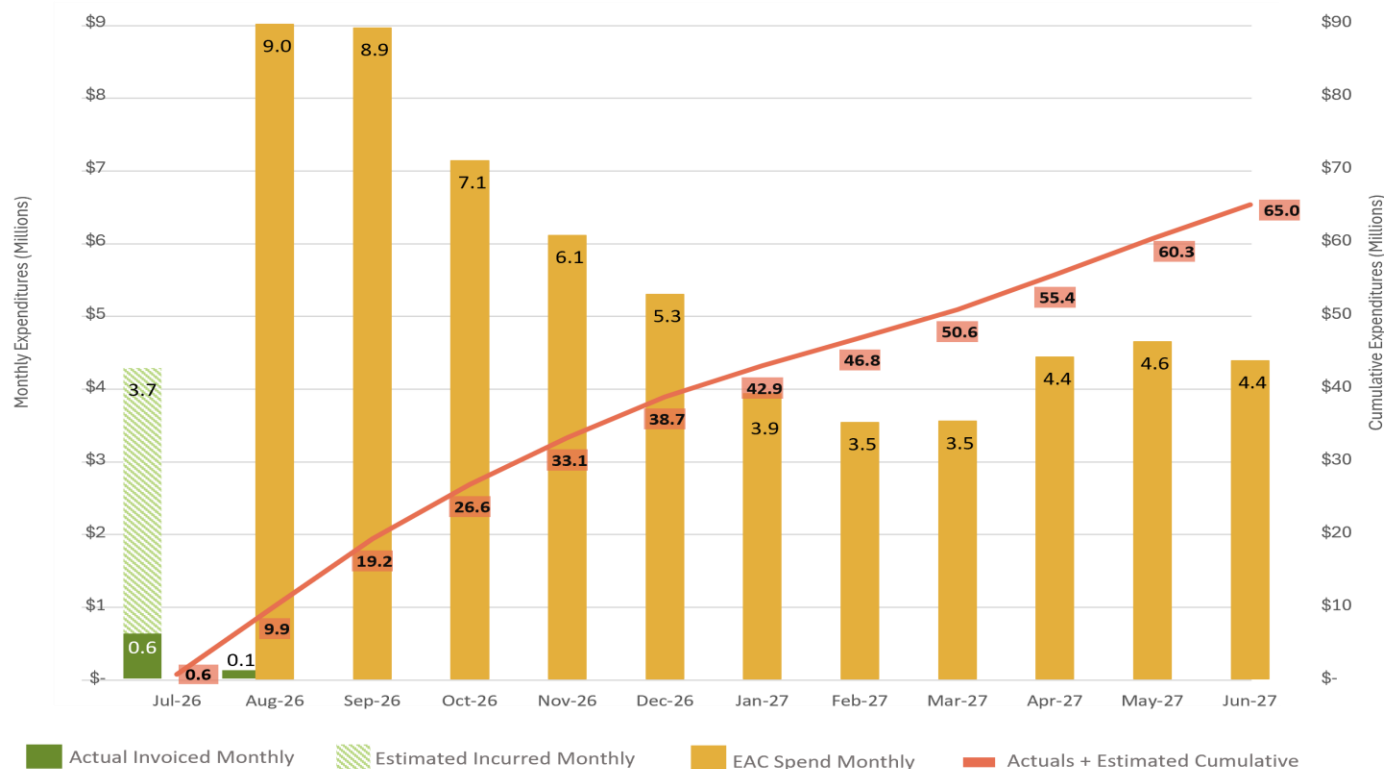
Delivering The Future: DCA At Work

KEY UPDATES FROM ACROSS THE PROJECT

- Development of performance baseline (cost & schedule) to support program implementation to be released in mid-2027
- Conduct field studies (surveys, geotechnical & geoenvironmental investigations) for further advancement of ground characterization along the project alignment
- Development of internal management plans, procedures, and governance updates for transitioning to delivery phase

Executive Summary

Actual/Forecasted Expenditures



Financials

- FY25-26 Budget = \$65.0M
- Financial Performance: EAC = \$65.0M; \$58.6M committed; \$0.7M incurred
- Work Progress 8% complete vs. 7% estimated spent

Procurements

- Programmatic Geotechnical Services procurement underway

Outreach

- DCA Executive Director featured on California Insider on DCP approach and long-term benefits
- Social series on DCP's Different Approach to Infrastructure rolling out in August
- Designing new fact sheets and developing videos on intakes and launch sites

Activities and Highlights

TECHNICAL SERVICES	LAND ACQUISITION	ENVIRONMENTAL
JULY 2026 HIGHLIGHTS		
- Continued development of Draft Basis of Design Report (BODR) - Preparation of the Class 3 Cost Estimate and construction schedule update in progress - Geotechnical explorations planned to continue through early November	- Judge granted approval for Batch 4 COEs to be extended for an additional year - Coordinated property boundary surveys (Professional Land Survey Act) - Coordinated with Technical Services team on upcoming geotechnical explorations for next fiscal year	- Coordinated with DCO and Technical Services to provide input to the Pre-implementation Phase Authorization (PIPAP) studies in accordance with the California Department of Fish and Wildlife Incidental Take Permit and U.S. Fish and Wildlife Service Biological Opinion - Continued to support DCO with Delta Plan Consistency Determination with the Delta Stewardship Council
ONGOING		
- Continue to advance the BODR and Baseline (Class 3 Cost Estimate and schedule) for release in Q2/2027 - Continue to manage the delivery of Geotechnical field investigations and survey activities scheduled through end of 2026 - Continue to support permitting activities - CPOD and CEQA	- Manage development for temporary access rights to support field explorations - Continue to receive title reports - Continue to work with DCO on refinements to real estate process with the JEPA - Continue to coordinate with Technical Services team on proposed ROW needs	Continue coordination with Technical Services team to confirm interpretation of environmental commitments and ensure inclusion of environmental commitments in the BODR; development of environmental monitoring implementation during design and construction phases

Activities and Highlights

PROGRAM SUPPORT	COMMUNICATIONS	LEGAL	EXECUTIVE OFFICE
JULY 2026 HIGHLIGHTS			
- Implementation of FY 26/27 budget and initiated closeout of FY 25/26 - Development of DCA Delivery Phase Organizational Structure with Executive Office and Technical Services - Kickoff of Quality Program enhancements to Deliverables Review and Acceptance Processes	- DCA Executive Director featured on California Insider on DCP approach and long-term benefits - Relaunched 'About US' page to strengthen website messaging - Social series on DCP's Different Approach to Infrastructure rolling in August - New "Know Before You Go" email for DCP tour attendees	Continued to support on-going DCA activities, including assistance on the on-going geotechnical procurement	- Continued participation in the JEPA update negotiations with the PWAs and DWR - Managed the Issuance/Execution of new Task Orders for FY26/27 - Begin close-out activities for FY25/26 Contracts and Task Orders - Planned for and participated in industry events
ONGOING			
- Ongoing development of PMO soft costs in coordination with Technical Services related to the BODR Class 3 Cost Estimate, Schedule, and Risk Analysis - Update and refinement of Program Schedule - Complete reviews of SOQs for Geotechnical Services RFQ; prepared materials for beginning contract negotiations	- Continue supporting Geotechnical fieldwork communications coordination - Designing new fact sheets and developing videos on intakes and launch sites - Finalizing strategy for FY26/27 conferences and events	- Continue supporting legal needs for DCA and DWR - Assist Program Support and Executive Office with procurements	- Plan and participate in industry events to provide DCP updates - Continue furthering JEPA negotiation workshops with PWAs and DWR for resolution of issues and priorities - Finalize execution process of new Task Orders for FY26/27 and onboard new resources - Continue FY25/26 close-out activities to wrap up the financials and final acceptance of deliverables

Communications Dashboard: July 2026

Upcoming

- Create new fact sheets and develop updated videos on intakes and launch sites
- Attend and exhibit at SoCal BIA and Urban Water Institute conferences
- Rollout of social series on DCP's *Different Approach to Infrastructure*
- Continue communications support for fieldwork

Activities

- DCA Executive Director featured on California Insider, highlighting DCP's purpose, approach and benefits to a statewide audience
- Relunched *About Us* page to strengthen website messaging
- Finalizing strategy for FY 2026-27 conferences and events
- New "Know Before You Go" email for DCP tour attendees



Inside California's \$20 Billion Water Tunnel Decision | Graham Bradner

Website & Social Media

Website Sessions	1,993
Pageviews	3,794
Posts	13
Followers	4,814
Post Impressions	1,524
Reactions	37

Materials

New Materials:

- DCA Tour Posters
- CA Insider Interview News Hub Post

Events

Upcoming: SoCal BIA Water Conference, Urban Water Institute (UWI) Annual Conference, Orange County Water Summit, Construction Network Presentation

Budget | SUMMARY

FY26/27 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) The DCA has committed \$58.6M (details in Tables 2 and 3) and has incurred \$0.7M in expenditures since July 1, 2026 (details in Tables 2 and 3). Planned vs Actual cash flow curves are shown in Figure 1.

Table 1 | Monthly Budget Summary (FY 26-27)

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
Program Management Office						
Executive Office	\$ 8,645,000	\$ 8,645,000	\$ 6,857,797	\$ 204,120	\$ 7,852,655	\$ (792,345)
Community Engagement	1,581,400	1,581,400	1,328,657	119,507	1,581,400	-
Program Controls	9,863,000	9,863,000	9,883,270	253	9,883,556	20,556
Administration	6,510,000	6,510,000	5,653,337	355,869	6,660,703	150,703
Procurement and Contract Administration	1,119,900	1,119,900	1,119,840	-	1,119,900	-
Property	1,361,200	1,361,200	1,360,937	-	1,361,200	-
Permitting Management	3,030,600	3,030,600	2,504,866	21,259	3,030,600	-
Health and Safety	438,600	438,600	438,827	-	438,880	280
Quality Management	288,300	288,300	288,285	-	288,300	-
Sustainability	97,100	97,100	97,000	-	97,100	-
Geotechnical Management	2,576,400	2,576,400	3,192,799	-	3,192,799	616,399
Survey and Mapping Management	683,800	683,800	683,701	-	683,800	-
Program Initiation						
Engineering	\$ 8,975,200	\$ 8,975,200	\$ 8,863,584	\$ -	\$ 8,979,607	\$ 4,407
Program Delivery						
Programmatic Geotech	16,538,500	16,538,500	14,066,526	-	16,538,500	-
Survey Management	\$ 212,200	\$ 212,200	\$ 212,152	\$ 6,326	\$ 212,200	\$ -
Survey Control Network	161,900	161,900	161,850	7,334	161,900	-
ROW Mapping	2,379,900	2,379,900	1,379,833	29,602	2,379,900	-
Aerial Mapping	537,000	537,000	536,902	-	537,000	-
	\$ 65,000,000	\$ 65,000,000	\$ 58,630,162	\$ 744,271	\$ 65,000,000	\$ 0

Budget | DETAIL

Table 2 | FY 26-27 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	\$ 58,630,162	\$ -	\$ 744,271	\$ 64,255,729	1%	\$ 65,000,000	\$ 0
Executive Office	8,645,000	8,645,000	6,857,797	-	204,120	8,440,880	3%	7,852,655	(792,345)
Executive Office	5,779,500	5,779,500	5,171,283	-	165,659	5,613,841	3%	5,779,500	-
Legal	812,700	812,700	811,286	-	-	812,700	0%	812,700	-
Treasury	389,100	389,100	377,948	-	38,461	350,639	10%	389,100	-
Human Resources	602,800	602,800	497,280	-	-	602,800	0%	602,800	-
Undefined Allowance	1,060,900	1,060,900	-	-	-	1,060,900	0%	268,555	(792,345)
Community Engagement	1,581,400	1,581,400	1,328,657	-	119,507	1,461,893	9%	1,581,400	-
Management	1,097,800	1,097,800	1,097,783	-	93,947	1,003,853	9%	1,097,800	-
Community Coordination	250,000	250,000	-	-	-	250,000	0%	250,000	-
Outreach	233,600	233,600	230,874	-	25,560	208,040	11%	233,600	-
Program Controls	9,863,000	9,863,000	9,883,270	-	253	9,862,747	0%	9,883,556	20,556
Management	503,700	503,700	503,662	-	253	503,447	0%	503,700	-
Risk Management	109,700	109,700	109,613	-	-	109,700	0%	109,700	-
Cost Management	1,458,100	1,458,100	1,458,078	-	-	1,458,100	0%	1,458,100	-
Schedule Management	1,726,300	1,726,300	1,726,275	-	-	1,726,300	0%	1,726,300	-
Document Management	435,800	435,800	435,758	-	-	435,800	0%	435,800	-
Cost Estimating	3,357,200	3,357,200	3,377,686	-	-	3,357,200	0%	3,377,756	20,556
Governance	2,272,200	2,272,200	2,272,199	-	-	2,272,200	0%	2,272,200	-
Administration	6,510,000	6,510,000	5,653,337	-	355,869	6,154,131	6%	6,660,703	150,703
Management	1,738,700	1,738,700	1,738,692	-	-	1,738,700	0%	1,738,700	-
Facilities	1,716,900	1,716,900	1,566,193	-	224,507	1,492,393	14%	1,808,303	91,403
Information Technology	3,054,400	3,054,400	2,348,453	-	131,362	2,923,038	6%	3,113,700	59,300
Procurement & Contract Administration	1,119,900	1,119,900	1,119,840	-	-	1,119,900	0%	1,119,900	-
Procurement Management	1,119,900	1,119,900	1,119,840	-	-	1,119,900	0%	1,119,900	-

Budget | DETAIL

Table 2 | FY 26-27 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	1,361,200	1,361,200	1,360,937	-	-	1,361,200	0%	1,361,200	-
Management	241,300	241,300	241,211	-	-	241,300	0%	241,300	-
Property Agents	196,000	196,000	195,879	-	-	196,000	0%	196,000	-
Temporary Entrance Permits	420,200	420,200	420,155	-	-	420,200	0%	420,200	-
Land Purchase	103,700	103,700	103,692	-	-	103,700	0%	103,700	-
Court Ordered Entry	400,000	400,000	400,000	-	-	400,000	0%	400,000	-
Permitting Management	3,030,600	3,030,600	2,504,866	-	21,259	3,009,341	1%	3,030,600	-
Management	1,710,100	1,710,100	1,538,898	-	21,259	1,688,841	1%	1,710,100	-
Permit Monitoring & Compliance	1,320,500	1,320,500	965,968	-	-	1,320,500	0%	1,320,500	-
Health & Safety	438,600	438,600	438,827	-	-	438,600	0%	438,880	280
Management	434,600	434,600	434,547	-	-	434,600	0%	434,600	-
Security Services	4,000	4,000	4,280	-	-	4,000	0%	4,280	280
Quality Management	288,300	288,300	288,285	-	-	288,300	0%	288,300	-
Management & Auditing	288,300	288,300	288,285	-	-	288,300	0%	288,300	-
Sustainability	97,100	97,100	97,000	-	-	97,100	0%	97,100	-
Management	97,100	97,100	97,000	-	-	97,100	0%	97,100	-
Geotechnical Management	2,576,400	2,576,400	3,192,799	-	-	2,576,400	0%	3,192,799	616,399
Management	2,576,400	2,576,400	3,192,799	-	-	2,576,400	0%	3,192,799	616,399
Survey & Mapping Management	683,800	683,800	683,701	-	-	683,800	0%	683,800	-
Management	683,800	683,800	683,701	-	-	683,800	0%	683,800	-
Engineering	8,975,200	8,975,200	8,863,584	-	-	8,975,200	0%	8,979,607	4,407
Management & Administration	3,013,700	3,013,700	2,899,990	-	-	3,013,700	0%	3,013,700	-
Basis of Design Reports	3,745,700	3,745,700	3,743,386	-	-	3,745,700	0%	3,745,700	-
Program Delivery Planning	2,215,800	2,215,800	2,220,207	-	-	2,215,800	0%	2,220,207	4,407

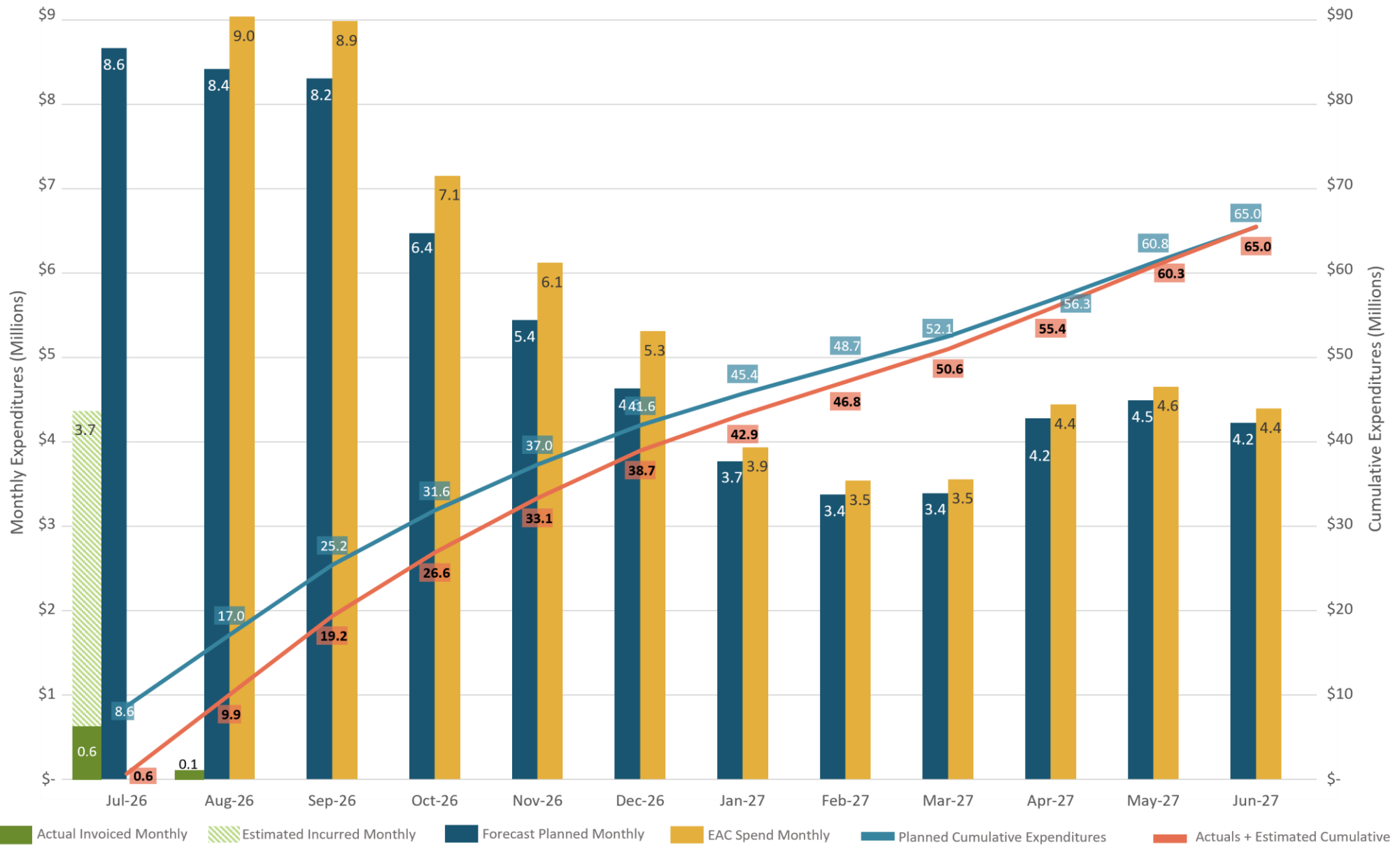
Budget | DETAIL

Table 2 | FY 26-27 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	Variance (Surplus)/Deficit
Project Delivery	16,538,500	16,538,500	14,066,526	-	-	16,538,500	0%	16,538,500	-
Project Geotechnical	16,538,500	16,538,500	14,066,526	-	-	16,538,500	0%	16,538,500	-
Survey Management	212,200	212,200	212,152	-	6,326	205,874	3%	212,200	-
Survey Management	212,200	212,200	212,152	-	6,326	205,874	3%	212,200	-
Survey Control Network	161,900	161,900	161,850	-	7,334	154,566	5%	161,900	-
Field Survey Control Coordinates	161,900	161,900	161,850	-	7,334	154,566	5%	161,900	-
ROW Mapping	2,379,900	2,379,900	1,379,833	-	29,602	2,350,299	2%	2,379,900	-
Boundary Survey / ROW Survey Support	2,379,900	2,379,900	1,379,833	-	29,602	2,350,299	2%	2,379,900	-
Aerial Mapping	537,000	537,000	536,902	-	-	537,000	0%	537,000	-
Aerial Survey	537,000	537,000	536,902	-	-	537,000	0%	537,000	-

Budget | DETAIL

Figure 1| FY 26-27 Cash Flow to Date



Contracts

Table 3 - Contract Summary (FY 26-27)

Description	Commitment Amount		Invoiced to Date		Percent Invoiced
Delta Conveyance	\$	58,630,162	\$	744,271	1%
Jacobs Engineering Group Inc.	\$	18,365,980	\$	-	0%
Hamner, Jewell & Associates	\$	86,815	\$	-	0%
Bender Rosenthal, Inc.	\$	415,058	\$	-	0%
Associated Right of Way Services, Inc.	\$	109,064	\$	-	0%
Michael Baker International, Inc.	\$	598,095	\$	-	0%
Psomas	\$	1,692,642	\$	43,262	3%
Parsons	\$	12,447,311	\$	-	0%
Prime US-Park Tower, LLC	\$	1,351,875	\$	221,201	16%
110 Holdings dba Launch Consulting, LLC	\$	943,549	\$	61,970	7%
JAMBO-Silvacom LTD	\$	41,579	\$	38,499	93%
Best Best & Krieger	\$	811,286	\$	-	0%
Metropolitan Water District of S. California	\$	853,648	\$	-	0%
Dept of Water Resources	\$	750,000	\$	-	0%
AECOM Technical Services	\$	14,066,526	\$	-	0%
Gwendolyn Buchholz, Permit Engineer Inc	\$	255,110	\$	21,259	8%
Bradner Consulting LLC	\$	648,495	\$	53,639	8%
D.R. McNatty & Associates, Inc.	\$	24,000	\$	24,000	100%
Alliant Insurance	\$	30,304	\$	27,549	91%
Lucas Public Affairs, LLC	\$	1,303,652	\$	117,527	9%
STV Incorporated	\$	1,974,591	\$	-	0%
National Constructors' Group, Inc.	\$	503,763	\$	56,263	11%
CohnReznick Advisory LLC	\$	636,915	\$	55,758	9%
Schnabel Engineering West, Inc	\$	274,881	\$	-	0%
Project Neutral, Inc.	\$	120,600	\$	-	0%
FlexTG LLC	\$	83,216	\$	6,190	7%
Consolidated Communications, Inc.	\$	94,146	\$	-	0%
AT&T	\$	46,200	\$	1,595	3%
Agreements <\$15k	\$	100,862	\$	15,559	15%

S/DVBE Status

FY 26-27

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
\$58,630,162	\$744,271	\$0	\$0	\$0	\$0	0%	0%	0%	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

As of the production of this report, no invoices that contain SBE/DVBE data have been submitted

Contract Procurement

Active Procurement(s)

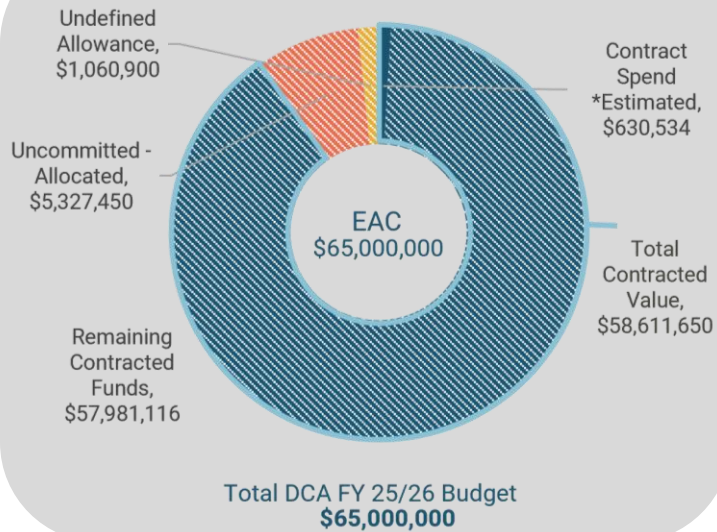
Programmatic Geotechnical Exploration & Reporting

Geotechnical investigation, testing, data derivation, and reporting services during the completion of planning and for the implementation phase of the DCP is ongoing.

Progress Reporting

As of 7/31/2026

Budget Allocation Summary



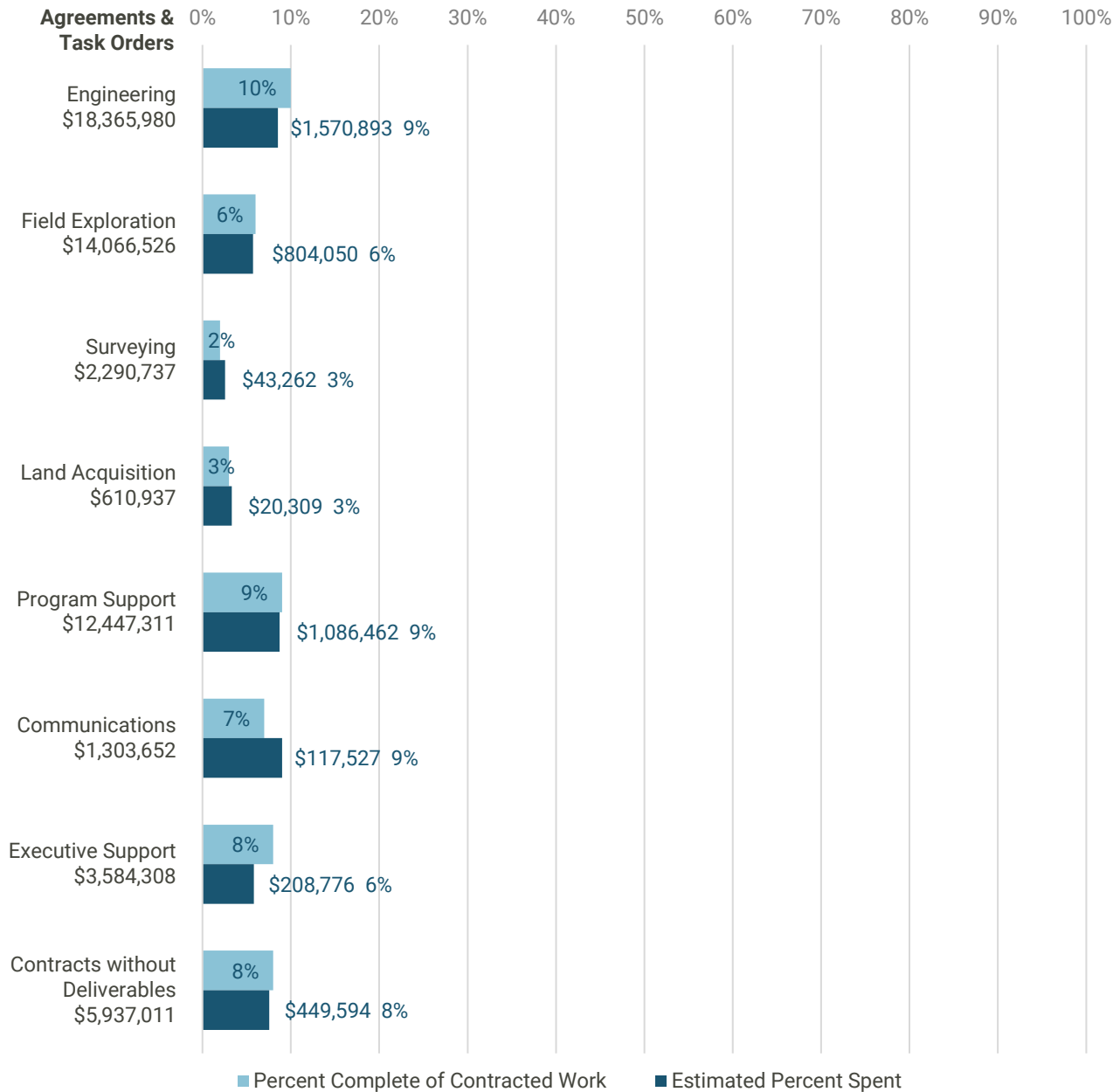
Progress Reporting Notes

- **'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

8% Complete of Contracted Work / 7% Estimated Spent

FY 26-27 Agreements & Task Orders



Fiscal Year 2025-26 Financial Reports

Budget | SUMMARY

FY25/26 DCA budget was approved at \$65.0M (Table 1A). We are currently forecasting an Estimate at Completion (EAC) budget of \$58.2M (Table 1A), \$6.8M below the approved budget. The DCA has committed \$61.2M (details in Tables 2A and 3A) and has incurred \$51.0M in expenditures since July 1, 2025 (details in Tables 2A and 3A). The underrun in the budget is due to multiple considerations including slower than planned expenditures on geotechnical and survey work, property access delays, and release of the remaining unallocated reserve. Planned vs. Actual cash flow curves are shown in Figure 1A.

Table 1A | 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	\$	6,264,253	\$	5,463,719	\$	5,928,253	\$	(1,074,047)
Community Engagement		1,449,000		1,449,000		1,513,946		1,430,982		1,486,166		37,166
Program Controls		6,956,000		6,956,000		7,452,809		5,962,029		6,849,809		(106,191)
Administration		5,678,600		5,678,600		6,233,765		5,740,394		6,089,965		411,365
Procurement and Contract Administration		950,900		950,900		870,215		848,029		852,915		(97,985)
Property		1,269,600		1,269,600		1,268,695		595,060		745,060		(524,540)
Permitting Management		2,765,000		2,765,000		2,603,114		1,817,354		2,454,114		(310,886)
Health and Safety		400,100		400,100		402,008		387,720		387,208		(12,892)
Quality Management		541,200		541,200		491,190		467,229		476,990		(64,210)
Sustainability		424,600		424,600		304,543		287,689		286,043		(138,557)
Geotechnical Management		818,100		818,100		1,218,305		903,799		1,225,505		407,405
Survey and Mapping Management		265,900		265,900		278,468		215,544		286,468		20,568
Program Initiation												
Engineering	\$	27,260,600	\$	27,260,600	\$	26,346,844	\$	24,007,262	\$	26,452,344	\$	(808,256)
Program Delivery												
Programmatic Geotech	\$	11,218,100	\$	7,399,421	\$	4,601,020	\$	1,692,955	\$	4,123,020	\$	(3,276,401)
Survey Management		-		252,029		210,052		88,005		(79,672)		(331,700)
Survey Control Network		-		105,120		49,813		44,813		(10,495)		(115,614)
ROW Mapping		-		1,394,123		1,059,118		1,018,110		676,752		(717,371)
Aerial Mapping		-		67,407		15,413		12,398		(46,581)		(113,988)
Base Topographic Mapping		-		-		-		-		-		-
	\$	65,000,000	\$	65,000,000	\$	61,183,569	\$	50,983,090	\$	58,183,864	\$	(6,816,136)

Budget | DETAIL

Table 2A | 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	\$ 61,183,569	\$ -	\$ 50,983,090	\$ 14,016,910	83%	\$ 58,183,864	\$ (6,816,136)
Executive Office	5,002,300	7,002,300	6,264,253	-	5,463,719	1,538,581	87%	5,928,253	(1,074,047)
Executive Office	3,276,700	5,276,700	4,741,232	-	4,445,717	830,983	94%	4,723,232	(553,468)
Legal	520,000	520,000	519,979	-	265,727	254,273	51%	419,979	(100,021)
Audit	18,000	18,000	18,000	-	16,080	1,920	89%	18,000	-
Treasury	355,300	355,300	347,613	-	202,503	152,797	58%	222,613	(132,687)
Human Resources	832,300	832,300	637,429	-	533,692	298,608	84%	544,429	(287,871)
Community Engagement	1,449,000	1,449,000	1,513,946	-	1,430,982	18,018	95%	1,486,166	37,166
Management	823,900	823,900	1,142,731	-	1,131,576	(307,676)	99%	1,140,251	316,351
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	375,100	375,100	371,215	-	299,405	75,695	81%	345,915	(29,185)
Program Controls	6,956,000	6,956,000	7,452,809	-	5,962,029	993,971	80%	6,849,809	(106,191)
Management	477,100	477,100	595,020	-	563,639	(86,539)	95%	581,020	103,920
Risk Management	349,700	349,700	299,631	-	280,976	68,724	94%	283,431	(66,269)
Cost Management	1,952,200	1,952,200	1,427,115	-	1,394,822	557,378	98%	1,389,415	(562,785)
Schedule Management	1,448,500	1,448,500	1,685,473	-	1,546,085	(97,585)	92%	1,658,973	210,473
Document Management	695,800	695,800	645,770	-	606,394	89,406	94%	604,870	(90,931)
Cost Estimating	158,300	158,300	1,486,647	-	558,918	(400,618)	38%	1,312,447	1,154,147
Governance	1,688,300	1,688,300	1,313,154	-	1,011,196	677,104	77%	1,019,654	(668,646)
Asset Management	186,100	186,100	-	-	-	186,100	0%	-	(186,100)
Administration	5,678,600	5,678,600	6,233,765	-	5,740,394	(61,794)	92%	6,089,965	411,365
Management	1,776,300	1,776,300	1,636,221	-	1,598,994	177,306	98%	1,616,621	(159,679)
Facilities	1,675,300	1,675,300	1,599,782	-	1,395,108	280,192	87%	1,494,782	(180,518)
Information Technology	2,227,000	2,227,000	2,997,762	-	2,746,293	(519,293)	92%	2,978,562	751,562
Procurement & Contract Administration	950,900	950,900	870,215	-	848,029	102,871	97%	852,915	(97,985)
Procurement Management	950,900	950,900	870,215	-	848,029	102,871	97%	852,915	(97,985)

Budget | DETAIL

Table 2A | 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	-	595,060	674,540	47%	745,060	(524,540)
Management	-	-	-	-	-	-	0%	-	-
Property Agents	118,900	118,900	118,067	-	49,702	69,198	42%	49,703	(69,198)
Temporary Entrance Permits	826,900	826,900	660,506	-	233,145	593,755	35%	205,236	(621,664)
Land Purchase	173,800	173,800	340,122	-	312,212	(138,412)	92%	340,122	166,322
Court Ordered Entry	150,000	150,000	150,000	-	-	150,000	0%	150,000	-
Permitting Management	2,765,000	2,765,000	2,603,114	-	1,817,354	947,646	70%	2,454,114	(310,886)
Management	2,124,200	2,124,200	2,053,532	-	1,692,548	431,652	82%	2,030,532	(93,669)
Permit Monitoring & Compliance	640,800	640,800	549,582	-	124,805	515,995	23%	423,582	(217,218)
Health & Safety	400,100	400,100	402,008	-	387,720	12,380	96%	387,208	(12,892)
Management	400,100	400,100	400,008	-	386,220	13,880	97%	386,208	(13,892)
Security Services	-	-	2,000	-	1,500	(1,500)	75%	1,000	1,000
Quality Management	541,200	541,200	491,190	-	467,229	73,971	95%	476,990	(64,210)
Management & Auditing	541,200	541,200	491,190	-	467,229	73,971	95%	476,990	(64,210)
Sustainability	424,600	424,600	304,543	-	287,689	136,911	94%	286,043	(138,557)
Management	424,600	424,600	304,543	-	287,689	136,911	94%	286,043	(138,557)
Geotechnical Management	818,100	818,100	1,218,305	-	903,799	(85,699)	74%	1,225,505	407,405
Management	818,100	818,100	1,218,305	-	903,799	(85,699)	74%	1,225,505	407,405
Survey & Mapping Management	265,900	265,900	278,468	-	215,544	50,356	77%	286,468	20,568
Management	265,900	265,900	278,468	-	215,544	50,356	77%	286,468	20,568
Engineering	27,260,600	27,260,600	26,346,844	-	24,007,262	3,253,338	91%	26,452,344	(808,256)
Management & Administration	3,475,300	3,475,300	2,957,384	-	2,314,356	1,160,944	78%	3,017,384	(457,916)
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	21,075,653	-	19,958,656	1,133,244	95%	21,164,653	72,753
Program Delivery Planning	2,440,500	2,440,500	1,980,435	-	1,574,884	865,616	80%	1,977,935	(462,565)
Permit Engineering Support	202,400	202,400	267,946	-	94,212	108,188	35%	226,946	24,546

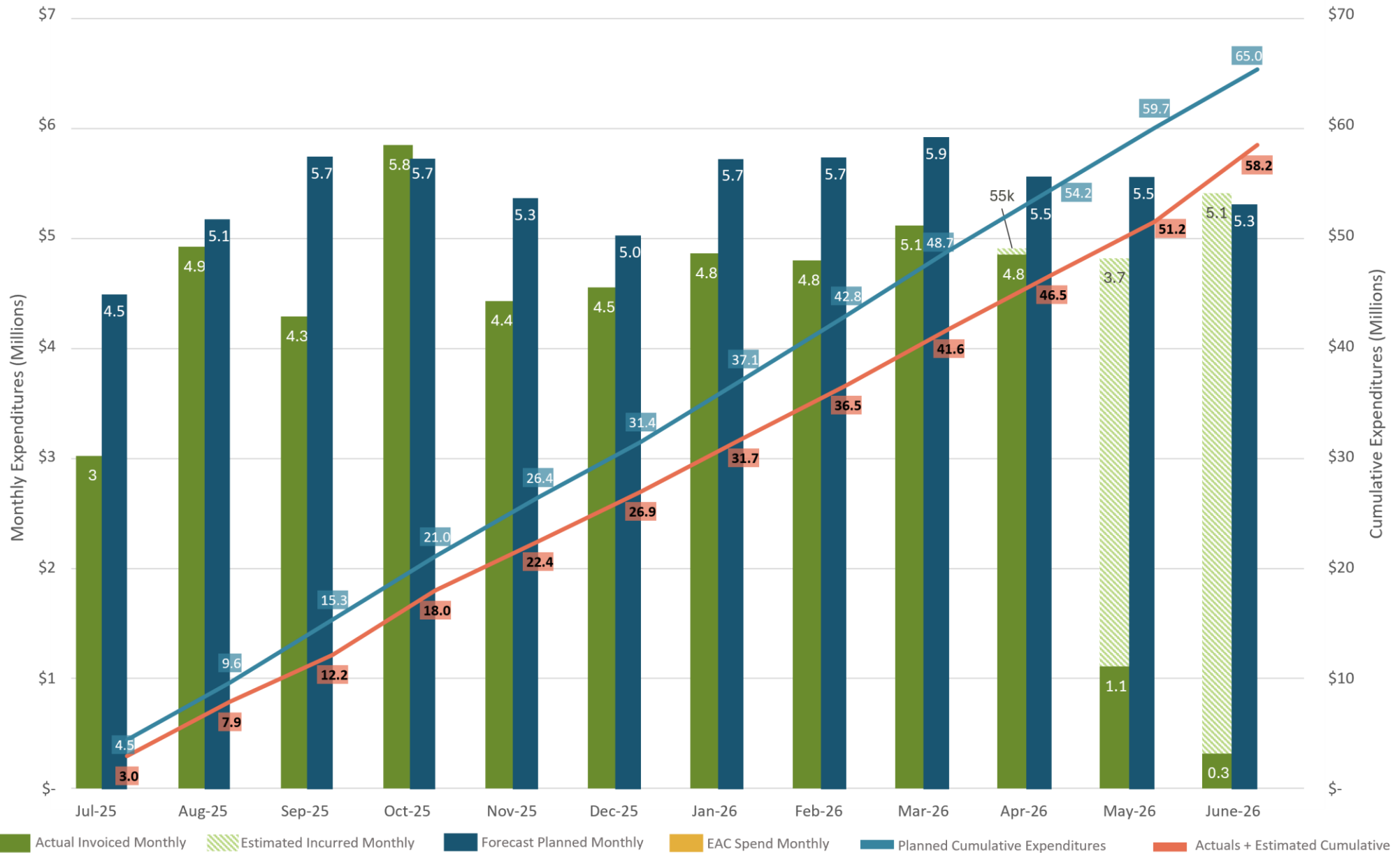
Budget | DETAIL

Table 2A | 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	Variance (Surplus)/Deficit
Project Delivery	11,218,100	7,399,421	4,601,020	-	1,692,955	5,706,466	37%	4,123,020	(3,276,401)
Project Geotechnical	5,189,900	5,189,900	4,601,020	-	1,692,955	3,496,945	37%	4,123,020	(1,066,880)
Project Surveying & Mapping	1,818,700	21	-	-	-	21	0%	-	(21)
Undefined Allowance	4,209,500	2,209,500	-	-	-	2,209,500	0%	-	(2,209,500)
Survey Management	-	252,029	210,052	-	88,005	164,023	42%	(79,672)	(331,700)
Survey Management	-	252,029	210,052	-	88,005	164,023	42%	(79,672)	(331,700)
Survey Control Network	-	105,120	49,813	-	44,813	60,307	90%	(10,495)	(115,614)
Establish Survey Control Network Planni	-	105,120	49,813	-	44,813	60,307	90%	(10,495)	(115,614)
Survey Control Plan	-	-	-	-	-	-	0%	-	-
Field Survey Control Coordinates	-	-	-	-	-	-	0%	-	-
Survey Control Report	-	-	-	-	-	-	0%	-	-
ROW Mapping	-	1,394,123	1,059,118	-	1,018,110	376,014	96%	676,752	(717,371)
Boundary Survey / ROW Survey Suppc	-	1,394,123	1,059,118	-	1,018,110	376,014	96%	676,752	(717,371)
Aerial Mapping	-	67,407	15,413	-	12,398	55,009	80%	(46,581)	(113,988)
Aerial Survey	-	67,407	15,413	-	12,398	55,009	80%	(46,581)	(113,988)
Base Topographic Mapping	-	-	-	-	-	-	0%	-	-
Supplemental Topography	-	-	-	-	-	-	0%	-	-

Budget | DETAIL

Figure 1A | FY 25-26 Cash Flow to Date



Contracts

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

Description	Commitment Amount		Invoiced to Date		Percent Invoiced
Delta Conveyance	\$	61,183,569	\$	50,983,090	83%
e-Builder, Inc.	\$	236,599	\$	236,599	100%
Jacobs Engineering Group Inc.	\$	31,826,064	\$	27,298,007	86%
Hamner, Jewell & Associates	\$	63,995	\$	29,117	45%
Bender Rosenthal, Inc.	\$	650,628	\$	512,357	79%
Associated Right of Way Services, Inc.	\$	54,072	\$	20,585	38%
Michael Baker International, Inc.	\$	135,000	\$	25,642	19%
Psomas	\$	1,199,395	\$	1,137,684	95%
Parsons	\$	11,915,848	\$	11,229,477	94%
Prime US-Park Tower, LLC	\$	1,342,276	\$	1,167,230	87%
110 Holdings dba Launch Consulting, LLC	\$	921,619	\$	867,713	94%
JAMBO-Silvacom LTD	\$	39,598	\$	36,665	93%
Best Best & Krieger	\$	519,979	\$	265,727	51%
Metropolitan Water District of S. California	\$	623,750	\$	425,622	68%
Dept of Water Resources	\$	500,000	\$	33,000	7%
AECOM Technical Services	\$	4,601,020	\$	1,692,955	37%
Gwendolyn Buchholz, Permit Engineer Inc	\$	245,913	\$	245,874	100%
IRIS Intelligence, LLC	\$	66,900	\$	66,900	100%
AVI-SPL LLC	\$	47,617	\$	14,993	31%
Bradner Consulting LLC	\$	629,610	\$	629,610	100%
D.R. McNatty & Associates, Inc.	\$	22,289	\$	4,500	20%
Alliant Insurance	\$	30,040	\$	27,549	92%
Lucas Public Affairs, LLC	\$	1,444,170	\$	1,416,554	98%
STV Incorporated	\$	816,570	\$	722,389	88%
LuxBus America	\$	18,750	\$	7,668	41%
National Constructors' Group, Inc.	\$	498,575	\$	466,044	93%
CohnReznick Advisory LLC	\$	939,126	\$	934,680	100%

Contracts

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

Description	Commitment Amount		Invoiced to Date		Percent Invoiced
Schnabel Engineering West, Inc	\$	185,559	\$	120,298	65%
Project Neutral, Inc.	\$	482,782	\$	476,544	99%
FlexTG LLC	\$	27,787	\$	27,787	100%
Municipal Resource Group, LLC	\$	128,102	\$	78,848	62%
Miles Treaster & Associates	\$	18,000	\$	10,614	59%
Matthew Ian Keogh	\$	15,600	\$	3,835	25%
onPar Advisors LLC	\$	125,508	\$	125,508	100%
Carahsoft Technology Corporation (OpenGround)	\$	36,506	\$	26,901	74%
Santiago Water Strategies	\$	193,613	\$	141,075	73%
Carahsoft Technology Corporation (HootSuite)	\$	18,853	\$	18,853	100%
Consolidated Communications, Inc.	\$	24,492	\$	21,963	90%
Heavy Construction Systems Specialist, LLC	\$	77,220	\$	70,200	91%
Embrava USA, Inc.	\$	58,000	\$	57,186	99%
A2 Strategic Procurement Solutions, LLC	\$	73,990	\$	70,783	96%
IT Devices Online Inc	\$	83,712	\$	-	0%
Bentley Systems	\$	85,532	\$	77,720	91%
Agreements <\$15k	\$	158,910	\$	139,834	88%

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
\$61,183,569	\$50,983,090	\$5,716,403	\$0	\$4,399,069	\$0	9%	0%	9%	0%

SBE/DVBE Vendor Detail								
Prime	Sub Consultant	SBE Status	Prime Commitment	Prime Invoiced to Date	SBE/DVBE Commitment	SBE/DVBE Invoiced to Date	SBE/DVBE % Committed	SBE/DVBE % Invoiced
AECOM Technical Services			\$4,601,020	\$1,692,955	\$0	\$0	0.0%	0.0%
	Inspection Services, Inc.	SBE			\$0	\$0	0.0%	0.0%
Associated Right of Way Services, Inc.			\$54,072	\$20,585	\$54,072	\$20,585	100.0%	100.0%
Bender Rosenthal, Inc.			\$650,628	\$512,357	\$650,628	\$512,357	100.0%	100.0%
FlexTG LLC			\$27,787	\$27,787	\$27,787	\$27,787	100.0%	100.0%
Hamner, Jewell & Associates			\$63,995	\$29,117	\$63,995	\$29,117	100.0%	100.0%
Jacobs Engineering Group Inc.			\$31,826,064	\$27,298,007	\$1,346,470	\$970,209	4.2%	3.6%
	5RMK	SBE			\$142,975	\$24,762	0.4%	0.09%
	JMA	SBE			\$720,039	\$582,629	2.3%	2.1%
	LCI	SBE			\$138,436	\$116,557	0.4%	0.4%
	Peter Wiseman	SBE			\$0	\$0	0.0%	0.0%
	Robert Marshall	SBE			\$0	\$0	0.0%	0.0%
	REY Engineers	SBE			\$275,020	\$204,873	0.9%	0.8%
	One World GeoSolutions	SBE			\$70,000	\$41,389	0.2%	0.2%
Lucas Public Affairs, LLC			\$1,444,170	\$1,416,554	\$326,093	\$285,540	22.6%	20.2%
	Lunia Blue	SBE			\$326,093	\$285,540	22.6%	20.2%
Municipal Resource Group, LLC			\$128,102	\$78,848	\$128,102	\$78,848	100.0%	100.0%
National Constructors' Group, Inc.			\$498,575	\$466,044	\$498,575	\$466,044	100.0%	100.0%
Parsons			\$11,915,848	\$11,229,477	\$2,620,682	\$2,008,580	22.0%	17.9%
	Chaves	SBE			\$2,620,682	\$2,008,580	22.0%	17.9%



Board Memo

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

Date: August 20, 2026, Board Meeting **Item No. 7b**

Subject: DCA Board Appoint Officers for Fiscal Years 2026/27-2027/28

Summary:

Staff recommends that the Board of Directors appoint a President, Vice-President, and Secretary for Fiscal Years 2026/27-2027/28 by motion. The Board should also re-appoint Katano Kasaine as Treasurer for Fiscal Years 2026/27-2027/28 by motion.

Detailed Report:

Article VI of the Joint Powers Agreement (JPA) discusses the DCA's Board of Directors and its Officers. Officers serve two-year terms, and the positions of President, Vice-President, Secretary, and Treasurer. The JPA expressly permits the Secretary and Treasurer to serve multiple consecutive terms. However, all officers serve at the pleasure of the Board, and the President and Vice-President may similarly serve consecutive terms.

Section 5.2.2 of the Bylaws clarifies that terms are measured on a fiscal year basis and specify that the biennial selection of officers should occur "at the Board's first regular meeting in July or the next regular meeting thereafter if there is no regular meeting in July of even numbered years." As the Board did not meet in July, officers will be elected at this meeting.

The selection of the President, Vice-President, and Secretary is at the Board's discretion, and incumbents are eligible for re-appointment. As a reminder, the officers for last term were Martin Milobar as President, Tony Estremera as Vice-President, and Gary Martin as Secretary. The DCA contracts with Metropolitan Water District for Treasurer services, and staff would recommend re-appointing Ms. Kasaine for another term.

The duties of the officers are set forth in the JPA and Bylaws. For the President, this includes chairing Board meetings and determining members of advisory committees for Board ratification. The Vice-President acts as the President in their absence. The Secretary oversees the notice for meetings and development of minutes.

The Board has discretion regarding how it wishes to make the appointments for President, Vice-President, and Secretary. It could (1) make nominations for each position, determine the appointee, and confirm by motion, (2) simply move to a motion for each position, or (3) move to appoint a slate of officers with a single motion. Ms. Kasaine can be appointed as Treasurer by motion.

Recommended Action:

By motion, the Board of Directors should appoint a President, Vice-President, and Secretary for Fiscal Years 2026/27-2027/28 by motion. The Board should also re-appoint Katano Kasaine as Treasurer for Fiscal Years 2026/27-2027/28.

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: August 20, 2026, Board Meeting

Item No.7c

Subject:

Consider Passing Resolution Authorizing a Programmatic Geotechnical Exploration & Reporting Services Agreement to AECOM Technical Services

Executive Summary:

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the consultant, AECOM Technical Services, Inc., to provide Programmatic Geotechnical Exploration & Reporting for a term of five (5) years with a maximum amount payable of \$205,766,000 with the right to extend the contract according to the DCA's purchasing and procurement policy.

Detailed Report:

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

The DCA requires the services of a professional consultant to provide programmatic geotechnical exploration and reporting support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The selected consultant will assist the DCA by providing geotechnical and geoenvironmental investigation, testing, and reporting services for the DCP through all phases of the program.

RFQ 260002 was issued on April 16, 2026, to procure Programmatic Geotechnical Exploration & Reporting Services. A total of one (1) statements of qualifications (SOQs) was received. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Deputy Executive Director, the DCA Chief Engineer, DWR-DCO Principal Engineer, and Metropolitan Water District Section Manager. The SOQ was first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed and evaluated the written SOQ.

The Evaluation Committee concluded that AECOM Technical Services, Inc.'s capabilities and its technical approach are acceptable and meet the needs of the DCA.

Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with AECOM Technical Services, Inc., to provide Programmatic Geotechnical Exploration & Reporting services for a term of five (5) years in a not-to-exceed amount

of \$205,766,000 dollars with the right to extend the contract according to the DCA's purchasing and procurement policy.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to

- Negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$205,766,000 with AECOM Technical Services, Inc., for Programmatic Geotechnical Exploration & Reporting services, with the right to extend the contract according to the DCA's purchasing and procurement policy.

Attachments:

Attachment 1 – Draft Resolution 26-XX Professional Services Agreement For Programmatic Geotechnical Exploration & Reporting services

Exhibit A – Agreement for Executive Strategic Support Services with AECOM Technical Services, Inc.

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION
AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director xxxx

Seconded by Director xxxx

PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

Whereas, there is a need to procure Programmatic Geotechnical Exploration & Reporting Services; and

Whereas, AECOM Technical Services, Inc., was selected via a request for qualifications solicitation followed by evaluation by a subject matter expert panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with AECOM Technical Services, Inc., to provide Programmatic Geotechnical Exploration & Reporting services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$205,766,000; and

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

* * * * *

This Resolution was passed and adopted this 20th of August 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

AGREEMENT FOR PROGRAMMATIC GEOTECHNICAL EXPLORATION & REPORTING SERVICES

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
AGREEMENT NO. 260002
FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and AECOM Technical 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 an amended joint powers agreement, effective December 31, 2020, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").
2. The DCA requires the services of Consultant(s) to provide Programmatic Geotechnical Exploration & Reporting 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 Programmatic Geotechnical Exploration & Reporting services as described in this Agreement, the Consultant, including their affiliates and subsidiaries, will be precluded from proposing on other services for the Project in violation of California Government Code Section 1090.
5. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.

Terms of Agreement

1. **Scope of Work**

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

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from January 1, 2027, through December 31, 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.

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 Mr. Robert Nixon, PE, GE 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: Rob Nixon, Richard Millet, Steven Wiesner, Sheri Janowski, Ahmad-Ali Behroozmand, and Rob Oller.

c. Documentation of Approval When requesting a change to the Consultant's representative or key personnel, Consultant shall write a memorandum or letter to the DCA's Agreement Administrator requesting approval of the change. If approved, as indicated



in writing by the DCA's Agreement Administrator, a copy of the memorandum or letter shall be placed in the contract file for reference.

5. Independent Contractor

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

6. Sub-consultants

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

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

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

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

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. The Fee Schedule may include 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 \$205,766,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$164,612,800 (80% of maximum amount). 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 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 Representative or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

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

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

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

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

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

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

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 60 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

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

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

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

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

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

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

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

11. Successors and Assignment

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

12. Change in Ownership or Control

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

13. Use of Materials

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

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

c. Consultant is entitled to reasonably rely upon the accuracy, completeness, currency and non-infringement of materials provided by the DCA subject to its responsibility to verify the same pursuant to the applicable standard of care. The foregoing shall not apply to the extent Consultant is expressly required under this Agreement to verify all or any part of materials provided by DCA.

14. Intellectual Property

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

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

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



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

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

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

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

15. Nonuse of Intellectual Property of Third Parties

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

16. Legal Requirements

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

17. THIS SECTION IS RESERVED

18. Guarantee and Warranty

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



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

19. Access to DCA Premises

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

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

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

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

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

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

20. Indemnity

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

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

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

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

21. Insurance

a. Consultant shall procure, at its own expense, and maintain for the duration of this Agreement, or longer as provided herein, insurance coverage as specified in this Section 21. Provision of the required insurance shall not be interpreted to relieve Consultant of any obligations hereunder. Consultant acknowledges and agrees that any actual or alleged failure on the part of the DCA to inform Consultant of non-compliance with any requirement herein imposes no additional obligations on the DCA nor does such actual or alleged failure waive any rights hereunder. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise approved by the DCA. Workers' compensation insurance through the State Compensation Insurance Fund when not specifically rated, is acceptable. All of the liability insurance policies, except for the professional liability policies, shall explicitly waive subrogation rights by endorsement or policy provisions, or shall allow the insured to waive its rights of recovery against Indemnified Parties prior to loss.



b. Coverage shall include the following insurance which shall comply with all of the provisions in this Section 21:

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

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

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

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

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

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall email a copy to: Document Control at doccontrol@dcdca.org, evidence of required insurance consisting of a certificate or certificates of insurance and all required endorsements, including additional insured endorsements, and other endorsements as identified in this Section 21. The evidence provided must be adequate to allow the DCA to determine if all insurance requirements

have been met. Consultant also shall promptly deliver to the DCA evidence of insurance, as required by this Section 21 with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the DCA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the DCA. The DCA reserves the right to require complete, certified copies of all required insurance policies except for professional liability, including endorsements effecting coverage and coverage binders required by these specifications at any time.

ii. Premiums, Deductibles and Self-Insured Retentions: Consultant shall be responsible for payment of premiums for all insurance required under this Section 21. Neither the DCA nor any of the additional insureds as required hereunder have an obligation to pay any premium. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, Consultant shall be solely responsible for all deductibles, self-insured retentions and loss amounts in excess of the coverage provided. With the exception of professional liability insurance and approved self-insurance for worker's compensation coverage, self-insured retentions must be approved by the DCA.

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

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

v. Subrogation Waivers: The DCA and Consultant waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to this Section 21, except such rights as they may have to the proceeds of such insurance. Consultant shall require all sub-consultants to provide similar waivers in writing in favor of DCA, its officers, officials, employees and volunteers except as otherwise agreed to by DCA.

vi. Non-Limitation: The insurance coverage provided, and limits required hereunder, are minimum requirements and are not intended to limit Consultant's indemnification obligations under Section 20, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this Section 21 are not intended as a limitation on

coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Endorsements to Consultant's insurance policies adding the required parties as insureds, shall not limit defense or indemnity payments to any amount specified as a minimum limit required by this agreement.

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

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

ix. Disclaimer: Consultant and each Subconsultant shall have the responsibility to make sure that their insurance programs fit their needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. The DCA makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 21 are adequate to protect Consultant against its undertakings under this Agreement or its liability to any third party or preclude the DCA from taking any actions as are available to it under the Agreement or otherwise at law.

22. Audit

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

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

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

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

23. Non-Discrimination Clause

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

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

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

24. Anti-Terrorism Laws

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

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

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

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

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

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

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

25. Conflict of Interest and Gift Restrictions

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

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between the DCA's interest and the interests of such person, firm or corporation or any other third party. Consultant



shall immediately inform the DCA, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

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

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

i. Current State Employees: (PCC §10410)

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

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

ii. Former State Employees: (PCC §10411)

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

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

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

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



terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

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

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

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

26. Release of Information

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

27. Use of the DCA's Name

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

28. Termination

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

29. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the DCA, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances,

freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

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

30. JEPA Terms and Conditions

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

b. Consultant agrees to comply with, and not violate, any applicable terms and conditions set forth in the JEPA, including any terms and conditions set forth in Exhibit F to the JEPA, as it may be amended from time to time.

31. Recycled Content Certification

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

32. Child Support Compliance Act

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

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

33. Loss Leader

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

34. Sweatfree Code of Conduct

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

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

35. Drug-Free Workplace Certification

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

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

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

i. The dangers of drug abuse in the workplace,



- ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract or grant:
- i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

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

36. Notices

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

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

AECOM Technical Services, Inc.
2020 L Street, Suite 300
Sacramento, CA 95811
Attention: Mr. Robert Nixon

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

37. Assignment

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

38. Severability

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

39. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties



hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Sacramento County, California.

40. Waiver

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

41. Entire Agreement

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

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

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. California Labor Code Requirements

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



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

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

44. Political Reform Act

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

45. Non-Disclosure

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

SIGNATURES ON FOLLOWING PAGE



Signature Page

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

AECOM TECHNICAL SERVICES, INC.

DCA

By _____

By _____

Print Name: Robert Nixon

Name

Title: Vice President

Title

Date: _____

Date: _____

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

APPROVED AS TO FORM:
General Counsel

By _____

DCA General Counsel

Date: _____

Attachments

Exhibit H - Respondent's Participation Form

Name of Firm: AECOM Technical Services, Inc.

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

LIST ALL PARTIES PROVIDING SERVICES

Name; Address / Telephone No. / Primary Contact / E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Subconsultant)	Type of Service to be Provided	Percentage of Proposed Cost		
			Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
AECOM Technical Services, Inc. 2020 L Street, Suite 300 Sacramento, CA 95811 (916) 822-0702 Rob Nixon rob.nixon@aecom.com	Respondent	PRIME: Program / Contract Management, Geotechnical Field Coordination & Exploration, Laboratory Testing (Geotechnical and Environmental), Soil and Rock Logging, Water Sampling, Ground and Airborne Geophysical Surveys, Sample Transport and Storage, Geotechnical Reporting	40%	No	No
ABC Liovin Drilling, Inc. 1180 East Burnett Street Signal Hill, CA 90755 (562) 981-8575 Ivan Liovin ivan@abcdrilling.com	Subconsultant	Driller	5%	No	No
Abe Construction Services, Inc. 5111 Doolan Road Livermore, CA 94551 (925) 330-0219 Steven K. Abe sa.acs@att.net	Subconsultant	Pile Testing	.02%	No	No
ALS Environmental 1317 S. 13th Avenue Kelso, WA 98626 (360) 430-7733 Howard Boorse howard.boorse@alsglobal.com	Subconsultant	Environmental Testing Lab	.05%	No	No

Exhibit H - Respondent's Participation Form (cont'd)

LIST ALL PARTIES PROVIDING SERVICES

Name; Address / Telephone No. / Primary Contact / E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Subconsultant)	Type of Service to be Provided	Percentage of Proposed Cost		
			Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Avila Traffic Safety 8365 El Camino Real Atascadero, CA 93422 (805) 365.5003 cell Mike Avila mike@avilatraffic.com	Subconsultant	Traffic Control	.50%	No	No
Beta Analytic, LLC 780 Diamond Avenue Red Bluff, CA 96080 (305) 203-3759 Casey Ackley casey.ackley@sgs.com	Subconsultant	Geotechnical Testing Lab	.05%	No	No
Blackburn Consulting 780 Diamond Avenue Red Bluff, CA 96080 (916) 761-3253 Haze M. Rodgers hazer@blackburnconsulting.com	Subconsultant	Geotechnical Testing Lab	3%	Yes SB exp. 1/31/27	No
Cedar Creek Corporation 780 Diamond Avenue Red Bluff, CA 96080 (530) 561-0775 Fahm Saechao fahm@cedarcreekcorp.com	Subconsultant	Traffic Control	.50%	No	No
Colorado School of Mines 506 De Carlo Avenue Richmond, CA 94801 (303) 273-3123 (720) 357-0995 Kun Zhang Email kunzhang@mines.edu	Subconsultant	Geotechnical Testing Lab	.50%	No	No
ConeTec Inc. 506 De Carlo Avenue Richmond, CA 94801 (510) 357-3677 Clayton Bartholomew cbartholomew@conetec.com	Subconsultant	Driller, CPT	2%	No	No
COOPER Testing Labs, Inc. 937 Commercial Street Palo Alto, CA 94303 (650) 213-8436 Philip Jacke philip@coopertestinglabs.com	Subconsultant	Geotechnical Testing Lab	.05%	Yes SB (micro) exp 2/28/27	No

Exhibit H - Respondent's Participation Form (cont'd)

LIST ALL PARTIES PROVIDING SERVICES

Name; Address / Telephone No. / Primary Contact / E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Subconsultant)	Type of Service to be Provided	Percentage of Proposed Cost		
			Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Crux Subsurface, Inc. 4308 N Barker Road Spokane Valley, WA 99027 (619) 301-5417 Ian Wenger iwenger@cruxsub.com	Subconsultant	Horizontal Driller	.05%	No	No
Certified Testing and Consulting Services (CTC) 3144 Venture Drive, Suite 100 Lincoln, CA 95648 (916) 434-0195 Mason Stoll mjstoll@ctcservicesinc.net	Subconsultant	X-Ray Facility	.05%	No	No
Drill X Corporation 704 N Adams Street Dixon, CA 95620 (916) 799-8198 Tom Scott tom@drillxcore.com	Subconsultant	Driller	3%	No	No
EO59, LLC 8401 Mayland Dr Suite S Richmond, VA 23294 (804) 215-3405 Carl Pucci carl@eo59.com	Subconsultant	Instrumentation	.05%	No	No
Fruit Growers Laboratory Inc. 853 Corporation Street Santa Paula, CA 93060 (800) 392-2000 Glenn Olsen glenno@fglinc.com	Subconsultant	Environmental Testing Lab	.01%	Yes SB (Micro) Exp 6/30/28	No
Geophysical Imaging Partners 853 Corporation Street Santa Paula, CA 93060 (415) 430-7173 ahmad@geophysicalimaging.com	Subconsultant	Aerial Geophysics	1%	Yes SB (Micro) Exp 7/31/27	No



Exhibit H - Respondent's Participation Form (cont'd)

LIST ALL PARTIES PROVIDING SERVICES

Name; Address / Telephone No. / Primary Contact / E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Subconsultant)	Type of Service to be Provided	Percentage of Proposed Cost		
			Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
GeoCon Consultants, Inc. 3160 Gold Valley Drive, Suite 800 Rancho Cordova, CA 95742 (619) 446-7066 Mark Repking Repking@geoconinc.com	Subconsultant	Geotechnical Testing Lab	1%	No	No
GeoVision Inc. 1124 Olympic Drive Corona, CA 92881 (951) 538-1207 John Diehl jdiehl@geovision.com	Subconsultant	Utility Locator	.01%	Yes SBE Exp 6/30/28	No
GPRS 5031 Blum Road #2 Martinez, CA 94553 (916) 223-9882 Mike Brown mike.brown@gprsinc.com	Subconsultant	Utility Locator	.01%	No	No
Gregg Drilling, LLC 2726 Walnut Avenue Signal Hill, CA 90755 (562) 427-6899 Timothy Boyd tboyd@greggdrilling.com	Subconsultant	Driller, CPT	20%	No	No
HESCO 693 Whitney Street San Leandro, CA 94577 (510) 414-9435 Mike Depinna mpinna@hescoxray.com	Subconsultant	X-Ray Facility	.05%	No	No
IIA Lab Services, Inc. 240 Caribbean Drive Sunnyvale CA 94089 (408) 734-4400 Thomas Mullen thomas.mullen@industrial-ia.com	Subconsultant	X-Ray Facility	.05%	No	No
Inspection Services, Inc. 1798 University Avenue Berkeley, CA 94703 (510) 900-2100 Can Celik ccelik@inspectionsservices.net	Subconsultant	Geotechnical Testing Lab	1%	Yes SB exp 2/28/27	No

Exhibit H - Respondent's Participation Form (cont'd)

LIST ALL PARTIES PROVIDING SERVICES

Name; Address / Telephone No. / Primary Contact / E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Subconsultant)	Type of Service to be Provided	Percentage of Proposed Cost		
			Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Kleinfelder, Inc. 2001 Arch-Airport Road, Suite 100 Stockton, CA 95206 (209) 401-1302 Steven Wiesner swiesner@kleinfelder.com	Subconsultant	Geotechnical Field Exploration & Lab Testing Services; Field Loggers; Tribal Coordination; GIS	15%	No	No
Naman Trucking, Inc. 27664 Gerhart Lane Tracy, CA 95304 (209) 640-3550 Prasee Reddy prasee@namantrucking.com	Subconsultant	Drill Cutting Disposal	.50%	Yes SB exp. 9/30/27	No
Onterris Analytical, LLC (formerly Enthalpy Analytical) 5900 Hollis Street, Ste. L, Emeryville, CA 94608 (707) 920-3464 Rosa Venegas rosa.venegas@onterris.com	Subconsultant	Environmental Testing Lab	.50%	No	No
Ruen Drilling, Inc. 3441 Tood Court Modesto, CA 95350 (209) 988-4261 Jerry Marasovich jerry.marasovich@ruendrilling. com	Subconsultant	Horizontal Driller	.05%	No	No
Taber Drilling 536 Galveston Street West Sacramento, CA 95691 (916) 206-5928 Andrew Elbon aelbon@taberdrilling.com	Subconsultant	Driller	.50%	Yes SB (micro) exp 10/31/26	No
Terracon Consultants, Inc. 902 Industrial Way Lodi, CA 94240 (925) 383-0487 Randy Dockery Randy.Dockery@terracon.com	Subconsultant	Driller, Land Based Geophysics, Geotechnical Testing Lab	5%	No	No
White Rock Engineering Services 11500 Trails End Road Leander, TX 78641 (214) 348-3001 Brant Miller bmiller@wres.us	Subconsultant	Geotechnical Testing Lab	.50%	No	No

Note: Percentages are estimated and will be determined on a task order basis.

ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance

POLITICAL REFORM ACT REQUIREMENTS:

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

- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Agreement and shall be grounds for immediate termination of this Agreement:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DCA of a potentially disqualifying conflict of interest;
 - (3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.

Exhibit A: SCOPE OF WORK

1. Professional Services Required

The Consultant shall conduct geotechnical field investigation program(s) for the DCA in support of the DCP. The geotechnical investigation program(s) will be conducted within the Delta in privately-owned parcels, public right-of-way, and waterways, Services to be provided may include:

A. GEOTECHNICAL FIELD EXPLORATION AND LABORATORY TESTING SERVICES

Geotechnical services to be provided by the Consultant include:

- Cone Penetration Test (CPT) Soundings (both piezocone and seismic)
- Exploratory Soil Borings (land-based and overwater)
- Exploratory Rock Corings (land-based and overwater)
- Installation of temporary and long-term Observation (Monitoring) Wells, Test Wells, and Vibrating Wire Piezometers
- Downhole Geophysical Testing
- Test Trenches
- In-situ Testing and Sampling
- Conducting Pumping Tests
- Optical and acoustic televiewer profiling of corings
- Soil Cutting Disposal and Borehole Abandonment
- Soil and Groundwater Laboratory Tests (geotechnical and geoenvironmental)
- Derivation of engineering properties from specialized field and laboratory test data (pressuremeter, consolidation, etc.)
- Surficial Geophysical Surveys
- Surficial and Airborne Magnetometer Surveys
- Design, coordination, and monitoring of overwater test pile program including measurements of noise and vibration
- Installation of ground monitoring equipment including settlement plates, inclinometers, and artificial reflectors for INSAR monitoring
- Provision of a sample storage facility to store soil and rock samples.

The Consultant team should include the necessary subcontractors and/or subconsultants to conduct the above list of potential field exploration and testing services. However, the list above does not indicate a guarantee that all services will be performed. The Consultant should develop a plan and be prepared to scale up/down delivery for an anticipated investigative program of

100 to 150 explorations in the first year. Investigation quantities for the following years will be subject to overall program progress. Additional details and requirements for the above summary are provided in the Attachments.

Access to investigation sites will be provided by the DCA based on negotiations with private and public entities. Consultant will be responsible for locating and field staking each exploration location using a hand-held GPS unit capable of sub-meter horizontal accuracy, developing traffic control plans or other site-specific plans, as well as obtaining well permits (for long-term monitoring wells and test wells) needed for conducting investigations. Prior to starting field exploration activities, biologists and cultural resource specialists from DCA's environmental consultant shall conduct environmental clearance surveys of the proposed exploration locations. Consultant shall join clearance survey.

The presence of overhead and underground utilities shall be evaluated for the proposed exploration locations prior to carrying out the work. Consultant shall contact Underground Service Alert (USA) at least two full working days prior to performing subsurface explorations. Site visits with utility representatives and property owners may be performed at proposed exploration locations where the location of underground utilities or potential conflicts are uncertain.

EC shall prepare a site-specific safety program to address health and safety issues and procedures for field personnel completing the field activities and shall address additional fire prevention and spill prevention measures identified in 2023 Final Environmental Impact Report for the DCP for work performed as part of the DC Program. A copy of the [DCA's Health, Safety and Security Policy](#) is attached herein as a hyperlink. During field operations, a spill control plan and measures shall be applied in accordance with best management practices requirements. A stormwater pollution prevention plan shall be implemented to control spills of fluids from all drilling activities, when applicable.

Contractor field coordinator shall coordinate with the DCA field work lead as required to obtain entry to all work sites, to track "days on parcel", and to ensure compliance with permit requirements.

B. GEOTECHNICAL REPORTING

Consultant's geologists or engineers shall log samples from each boring in the field in conformance with the DCA Exploration Testing and Field Work Procedures and ASTM D2488, Standard Practice for Description and Identification of Soils. The logs shall be subsequently reviewed by the DCA, comments provided to the Consultant and updates completed by the Consultant, as needed, per ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System), using the laboratory testing results of selected samples. A sample numbering system shall include a letter designation for the type of sampler and the sampling depth interval, to be noted on boring logs and sample containers. All samples tested in the laboratory shall have a unique sample ID which will be included on all laboratory test results and shown on the log of exploration. Photographs shall be taken of all soil and rock core to document soil material. Photographs of the soil and rock placed in core boxes

shall also be taken at the completion of drilling and sampling. The EC shall be responsible for updating the “actual” as-drilled locations of all explorations using a hand-held GPS unit with sub-meter accuracy and to update these coordinates using the ESRI ArcGIS Field Maps application. EC is responsible to provide ESRI “Mobile Worker” licenses and compatible field tablets as required to complete this documentation. Data will be hosted in DCA ESRI GIS.

At the completion of the field work portion of each individual exploration, the Consultant shall submit a draft log and a proposed laboratory testing program to DCA for review and approval via the DCA deliverable platform (Trimble). At the completion of the laboratory testing program assigned to the exploration the EC shall submit a full draft data package. The draft data package shall consist of the following: a PDF log that includes corrections for laboratory index testing; a text narrative describing the site-specific field conditions (such as weather, work hours, technical details of in-situ testing, and any exceptions or deviations from planned sampling and testing plan); laboratory and field test results in AGS4 format and PDF format, and derived parameters from the advanced laboratory and field testing in AGS4 format and PDF format. The deliverable will be submitted in AGS4 format by exploration ID (DCA uses OpenGround as our geotechnical database) with all folders and subfolders containing the required data. All geoenvironmental test results will be submitted as an EQEDD compatible with EQuIS (DCA use EQuIS as our geoenvironmental database). EC also responsible to deliver softcopy (PDF) reports from the geoenvironmental laboratory documenting all testing and QA procedures. The DCA will upload the electronic AGS4 deliverable and EQEDD and provide written comments. The EC shall provide written responses to all comments and revise the draft deliverable to a final status and resubmit. The final submittal shall also be AGS4 format, by exploration ID, and contain both softcopy (PDF, JPG) files and also all advanced laboratory test results in native format (XLS, TXT, COR, etc) as specified in the GGDMP.

Data Turnaround Times

- Timeline for submission of draft log and proposed laboratory testing plan by exploration is fourteen (14) Days following completion of drilling/coring for the subject exploration
- Timeline for draft electronic data deliverable by exploration is three (3) Months following completion of drilling/coring for the subject exploration
- Maximum turnaround time is no more than four (4) months

All field and laboratory data shall be in conformance with standards used by DCA.

2. Key and Lead Personnel - Roles and Responsibilities

Consultant shall provide the following Key and Lead personnel who will serve in the role and have the responsibilities noted below:

- Geotechnical Project Manager. Responsible for coordination and delivery of investigation and reporting activities performed at the direction of the DCA. Administrative and Project Management tasks will be limited to 15% of overall charges and expenses as reflected on the Consultant(s) monthly invoice, unless otherwise approved by the DCA. The Geotechnical Project Manager will be responsible for oversight and delivery of: data derivation; surficial and airborne magnetometer surveys; design, coordination, and monitoring of overwater test pile program including measurements of noise and vibration; and installation of ground monitoring equipment including settlement plates, inclinometers, and artificial reflectors for INSAR monitoring.
- Principal in Charge. Responsible for overall performance of the Consultant Team including subcontractors and subconsultants.
- Lead Field Engineer/Geologist for CPT Soundings. Responsible for ensuring CPT soundings and associated in-situ testing are performed in conformance with the Scope of Services described above.
- Lead Field Engineer/Geologist for Exploratory Borings. Responsible for ensuring exploratory borings, sampling, logging, and in-situ testing are performed in accordance with the Scope of Services described above.
- Lead Geophysicist. Responsible for the data collection, processing, interpretation, and reporting to support the projects geophysical needs. This includes both aerial geophysics and land-based geophysics.
- Field Coordinator. Responsible for providing up-to-date schedule information to the DCA field Work Lead on site clearance surveys and geotechnical fieldwork. Responsible for the day-to-day management of Tribal coordinator who will be responsible for coordinating Tribal representative(s) for site clearance surveys and/or geotechnical explorations (such as providing meeting times and locations). Responsible for providing notifications (including emails, and phone calls) to each property owner or their designated point of contact, pursuant to the Temporary Entry Permits or court order for each property.

Any personnel assigned to perform services under the awarded contract must be regular full or part-time employees of the Consultant or its approved sub-consultant(s).

3. Deliverables

Specific deliverables to be provided by the EC in the performance of the activities identified in the scope of services include but are not limited to:

- Health & Safety Plans
- Quality Control Plans
- Work Plan to include, Subsurface Investigation and Testing Plans

- Draft and final laboratory plans (by exploration ID)
- Electronic Geotechnical Data Deliverables (draft and final by exploration ID)
- Electronic Geoenvironmental Data Deliverables (draft and final by exploration ID)

Detail, clarification, and direction regarding services to be performed and deliverables pursuant to this Scope of Services will be issued by Task Order.

4. Location of Services

Consultant(s)'s key personnel will be required to perform services in the following locations:

Geotechnical exploration activities will be performed in the Delta. Consultant's key personnel may be required to work from the DCA office in the greater Sacramento area, with staff from the DCA, DWR, other agencies and contractors.



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

Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

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

Scope:

1. Create new task number that is in sequential order based on base Task Order. Each Task should align with a Budget Summary (Attachment C) line (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)
3. If assigning Direct Allowances, a new task should be assigned for each category. ODCs and Travel Costs should not be subtasks under a primary task.

Relevant Appendices:

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

Task 1: Task Description

1.

Task 2: Task Description

1.

Task 3: Task Description

1.

SAMPLE

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

WBS Code	ID #	Deliverable Name	Due Date

Notes:

Vendors are required to comply with the Deliverables Management Standard Operating Procedure (SOP) for submission of deliverables. Contact DocControl@dcdca.org for assistance.

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

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

Consultant | Agreement # | Task Order XXXX

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

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

SAMPLE

Attachment D - Payment Terms Hourly Rate Schedule

Consultant | Agreement # | Task Order XXXX

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

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

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

#	Staff/Resource	Classification	Hourly Rate
			XX.XX

Billable rate after applying appropriate raw labor multiplier may not exceed \$450 per hour

A **x**% markup may be added on top subconsultant labor

SAMPLE

Type of contracted services

Subcontractor:

(DESCRIPTION)

Item	Name/Classification	Unit	Rate			Notes
			Straight	OT (1.5x)	OT (2.0x)	
Item No.	Description					
Sub No.						

SAMPLE

Exhibit C: FEE SCHEDULE

Agreement No. 260002

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.

Consultant agrees that certain costs will be billed on a lump sum basis, with the lump sum rates to be included in the Task Order. For lump sum billing, the Consultant shall be paid an amount equal to the applicable lump sum rate included in the Task Order for the relevant task.

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.

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 D: ALLOWABLE TRAVEL EXPENSES GUIDELINES

All travel expenses incurred by Consultant and any of its subconsultants shall be subject to the DCA's Allowable Travel Expenses Policy, which is available for review at the following web address:

<https://www.dcdca.org/info-center/document-library/>.

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

1. For purposes of this Exhibit, “Consultant” means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority (“DCA”) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively “Contract”). The term “Consultant” also includes Consultant’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.
2. This Exhibit shall apply to all Consultants the terms of whose Contracts with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include

financial, statistical, personal, technical, and other data and information relating to operation of the DCA.

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

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

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

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

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

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

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

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.
14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Consultant shall cooperate with the DCA's Information Security Officer or his or her designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E to Agreement No. 260002 between AECOM Technical Services, Inc., and the Delta Conveyance Design and Construction Joint Powers Authority. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant: AECOM Technical Services, Inc.

Signed: _____

By: Robert Nixon

Its: Vice President

Date: _____



General Counsel's Report

Contact: Josh Nelson, General Counsel

Date: August 20, 2026, 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 includes the geotechnical procurement award on the agenda. We have also continued to assist with the joint exercise of powers agreement update discussions with DWR.

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

Lastly, we wanted to remind the Board that the deadline for bills to be adopted by the Legislature is the end of the month. The Governor will then have until the end of September to sign or veto adopted bills.

Action:

Information, only.



Treasurer's Report

Contact: Adam Benson, Group Manager of Finance and Administration

Date: August 20, 2026

Item No. 8b

Subject: Treasurer's Monthly Report, June 2026 (Preliminary)

Summary:

As of June 1, 2026, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$738,728. During the period from June 1, 2026, through June 30, 2026, the Authority received a total of \$4,187,115 in contributions from the Department of Water Resources, Delta Conveyance Office (DCO), designated for payment of the Authority's obligations, as well as insurance proceeds of \$2,268, for property damage claims. Disbursements for the same period amounted to \$3,747,859, resulting in an ending cash balance of \$1,180,252 as of June 30, 2026.

As of June 30, 2026, the Authority had outstanding receivables totaling \$6,289,796. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves, totaled \$1,124,323. Prepaid expenses amounted to \$151,959. As of the same date, the balances for the Authority's accounts payable and advances were \$6,666,993 and \$800,000, respectively. The net position as of June 30, 2026, was \$1,279,337.

Attachment 1 consists of financial statements for the month and fiscal year ended June 30, 2026, a Schedule of Invoices Paid through fiscal year 2026, and Aging Schedules for Accounts Payable and Accounts Receivable as of June 30, 2026.

Attachment 2 consists of Budget versus Actuals by Appropriation for fiscal year 2026. Actual expenses were \$15.6 million below budget. The favorable variance primarily reflects funds held in reserve for geotechnical and fieldwork while waiting for a court order to be lifted. With the restrictions lifted in March 2026, those activities are ramping back up, experiencing only slight delays related to logistics and property access. In addition, DCA continues to focus on the efficient use of funds, supported by a continuous assessment of contractor budgets and operational scopes.

Detailed Report:

See attached statements.

Recommended Action:

Information only.

Attachments:

Attachment 1 – June 2026 Authority Financial Statements

Attachment 2 – June 2026 Budget versus Actuals by Appropriation



**DELTA CONVEYANCE DESIGN AND CONSTRUCTION
JOINT POWERS AUTHORITY
Preliminary Financial Statements
Year Ended June 30, 2026**

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

Statement of Net Position

As of June 30, 2026

Assets:

Cash	\$	1,180,252
Accounts receivable		6,289,796
Deposits ⁽¹⁾		1,124,323
Prepays		151,959
Total assets	\$	8,746,330

Liabilities:

Accounts payable	\$	6,666,993
Advance for prepayments		800,000
Total liabilities		7,466,993

Net position:

		1,279,337
Total liabilities and net position	\$	8,746,330

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

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

Statements of Cash Receipts and Disbursements

	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026
Receipts:		
Contributions ⁽¹⁾	\$ 4,187,115	\$ 46,271,653
Miscellaneous ⁽²⁾	2,268	2,268
Total receipts	4,189,383	46,273,921
Disbursements ⁽³⁾ :		
Program management office		
Executive office	296,912	4,440,692
Community engagement	116,831	1,591,939
Program controls	77,267	4,880,292
Administration	153,609	4,906,389
Procurement	—	779,607
Property	21,562	567,335
Permitting management	171,676	1,655,385
Health and safety	—	355,222
Quality management	—	401,565
Sustainability	—	243,686
Geotechnical management	118,549	702,081
Survey and mapping	23,996	251,393
Program initiation		
Engineering	2,767,457	22,911,966
Program delivery		
Program geotechnical	—	2,221,563
Total disbursements	3,747,859	45,909,115
Net changes in cash	441,524	364,806
Cash at July 1, 2025	—	815,446
Cash at June 1, 2026	738,728	—
Cash at June 30, 2026	\$ 1,180,252	\$ 1,180,252

⁽¹⁾ DWR contributions invoiced through the DCO.⁽²⁾ Insurance proceeds for property damage claims.⁽³⁾ Certain disbursements reclassified to align with budget categories and do not affect total cash disbursements.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Revenues, Expenses and Changes in Net Position

	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026
Revenues:		
Contributions ⁽¹⁾	\$ 3,424,021	\$ 49,452,159
Miscellaneous ⁽²⁾	2,268	2,268
Total revenue	3,426,289	49,454,427
Expenses ^{(3)*} :		
Program management office		
Executive office	337,540	4,808,263
Community engagement	4,353	1,440,500
Program controls	99,123	4,615,443
Administration	119,630	4,753,997
Procurement	—	722,342
Property	67,294	530,734
Permitting management	200,558	2,001,088
Health and safety	500	323,954
Quality management	—	374,419
Sustainability	—	196,957
Geotechnical management	128,046	938,341
Survey and mapping	34,006	277,653
Program initiation		
Engineering	2,465,709	26,227,908
Program delivery		
Program geotechnical	—	2,193,889
Total expenses	3,456,759	49,405,488
Changes in net position	(30,470)	48,939
Net position at June 30, 2025	—	1,230,398
Net position at May 31, 2026	1,309,807	—
Net position at June 30, 2026	\$ 1,279,337	\$ 1,279,337

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

(1) Includes DWR contributions invoiced through the DCO and planning and environmental phase costs borne directly by DWR in support of the Delta Conveyance Project, which are recognized as offsetting revenue and expense to DCA.

(2) Insurance proceeds for property damage claims.

(3) Certain expenses were reclassified to align with budget categories and do not affect total expenses.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 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-P1LK	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 Twelve Months Ended June 30, 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 Twelve Months Ended June 30, 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
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
187 AT&T	4476530112	12/19/25	01/09/26	12/19/25-01/18/26	1,992	1,992
188 Psomas	227784	11/17/25	01/14/26	09/26/25-10/23/25	69,513	69,513
189 AVI-SPL LLC	2577421	11/07/25	01/14/26	10/27/25	183	183

* Certain expenses were disallowed by the DCA.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
190 Airco Mechanical, Inc.	32884	11/18/25	01/14/26	10/28/25-10/30/25	345	345
191 Bender Rosenthal, Inc.	3308	11/25/25	01/14/26	09/27/25-10/31/25	54,182	54,182
192 Santiago Water Strategies	001	11/25/25	01/14/26	09/16/25-10/31/25	32,037	32,037
193 Launch Consulting	PS11041282	12/03/25	01/23/26	11/01/25-11/30/25	48,359	48,359
194 Gwen Buchholz, Permit Engineer, Inc.	2526-05	12/02/25	01/23/26	11/01/25-11/30/25	19,608	19,608
195 Lucas Public Affairs, LLC	7310667	10/31/25	01/23/26	10/01/25-10/31/25	1,492	1,492
196 CohnReznick Advisory LLC	90174622	11/15/25	01/23/26	09/30/25-10/31/25	120,238	120,238
197 CohnReznick Advisory LLC	90181553	12/15/25	01/23/26	11/01/25-11/30/25	124,023	124,023
198 Associated Right of Way Services, Inc.	23833	11/07/25	01/23/26	10/01/25-10/31/25	2,570	2,570
199 Lucas Public Affairs, LLC	7310690	11/30/25	01/23/26	11/01/25-11/30/25	80,492	80,492
200 Municipal Resource Group, LLC	251189	12/10/25	01/23/26	11/01/25-11/30/25	10,976	10,976
201 Santiago Water Strategies	002	12/10/25	01/23/26	11/01/25-11/30/25	15,400	15,400
202 Bradner Consulting LLC	2526-05	12/01/25	01/23/26	11/01/25-11/30/25	52,077	52,077
203 Primo Espresso Company	181201	12/02/25	01/23/26	12/02/25	220	220
204 STV Incorporated	1697	12/04/25	01/23/26	11/01/25-11/30/25	58,805	58,805
205 Amazon	14XL-4R3T-G9JV	01/01/26	01/23/26	12/01/25-12/31/25	278	278
206 Carahsoft Technology Corp	IN2166664R	12/24/25	01/23/26	12/08/25-12/07/26	18,853	18,853
207 ACWA	20250930	09/30/25	01/28/26	01/01/26-12/31/26	850	850
208 Jacobs	W8X97008-04*	11/21/25	02/04/26	07/26/25-10/31/25	3,344,700	3,329,412
209 AECOM Technical Services	2001085910	11/22/25	02/04/26	09/27/25-10/31/25	157,841	157,841
210 Bender Rosenthal, Inc.	3467	12/22/25	02/04/26	11/01/25-11/30/25	12,891	12,891
211 Psomas	228854	12/15/25	02/04/26	10/24/25-11/20/25	102,545	102,545
212 FedEx	9-126-49466	01/02/26	02/04/26	12/23/25-12/29/25	19	19
213 Consolidated Communications	20260115	01/15/26	02/04/26	01/15/26-02/14/26	2,854	2,854
214 Urban Water Institute	2109	12/26/25	02/04/26	12/16/25	750	750
215 Best, Best, & Krieger	1040975	09/30/25	02/04/26	07/17/25-08/31/25	33,029	33,029
216 Best, Best, & Krieger	1043704	10/31/25	02/04/26	08/05/25-09/30/25	27,905	27,905
217 Best, Best, & Krieger	1044711	11/07/25	02/04/26	10/01/25-10/31/25	39,608	39,608
218 Lucas Public Affairs, LLC	7310691	11/30/25	02/04/26	10/31/25-11/30/25	1,295	1,295
219 Prime US-Park Tower LLC	20260201	01/20/26	02/04/26	02/01/26-02/28/26	108,236	108,236
220 Southern California Water Coalition	2111	01/05/26	02/04/26	01/01/26-12/31/26	2,500	2,500
221 Verizon	6133772843	01/17/26	02/04/26	12/18/25-01/17/26	216	216
222 Bradner Consulting LLC	2526-06	12/31/25	02/06/26	12/01/25-12/31/25	52,077	52,077
223 Convergent Systems	47569	01/01/26	02/06/26	01/01/26-03/31/26	609	609
224 Project Neutral, Inc.	DCA-0004	12/20/25	02/06/26	11/01/25-11/30/25	14,027	14,027
225 FedEx	9-141-35861	01/16/26	02/17/26	01/05/26-01/14/26	41	41
226 FedEx	9-159-36109	01/30/26	02/17/26	01/21/26-01/27/26	43	43
227 Lux Bus America Co.	148825	01/31/26	02/17/26	01/29/26-01/31/26	875	875
228 Launch Consulting	PS11041698	01/08/26	02/25/26	12/01/25-12/31/25	186,067	186,067
229 Parsons	2512B014	12/09/05	02/25/26	08/30/25-10/31/25	1,103,686	1,103,686
230 Airco Mechanical, Inc.	33288	01/08/26	02/25/26	11/18/25-12/31/25	907	907
231 Associated Right of Way Services, Inc.	23976	01/07/26	02/25/26	12/01/25-12/31/25	6,181	6,181
232 Commuter Industries, Inc.	260002	01/14/26	02/25/26	01/14/26	151	151
233 Gwen Buchholz, Permit Engineer, Inc.	2526-06	01/04/26	02/25/26	12/01/25-12/31/25	21,414	21,414
234 Matthew Ian Keogh	MK-2026-01	01/09/26	02/25/26	10/01/25-12/31/25	1,219	1,219
235 Metropolitan Water District of So. Ca	502139	12/15/25	02/25/26	09/30/25-10/31/25	18,741	18,741
236 Metropolitan Water District of So. Ca	502141	12/26/25	02/25/26	11/01/25-11/30/25	6,711	6,711
237 Municipal Resource Group, LLC	260008	01/14/26	02/25/26	12/01/25-12/31/25	11,654	11,654
238 Santiago Water Strategies	003	01/13/26	02/25/26	12/01/25-12/31/25	12,650	12,650
239 Hamner, Jewell & Associates	205133	11/10/25	02/25/26	10/01/25-10/31/25	3,011	3,011
240 Hamner, Jewell & Associates	205204	12/08/25	02/25/26	11/01/25-11/30/25	8,112	8,112
241 Hamner, Jewell & Associates	205267	01/12/26	02/25/26	12/01/25-12/31/25	7,846	7,846
242 CohnReznick Advisory LLC	90191499	01/15/26	02/25/26	12/01/25-12/31/25	128,076	128,076
243 Associated Right of Way Services, Inc.	23838	12/03/25	02/25/26	11/01/25-11/30/25	5,474	5,474
244 D.R. McNatty & Associates, Inc.	SI-105425	01/13/26	02/25/26	01/01/26-06/30/26	4,500	4,500
245 ARC Document Solutions, LLC	12980601	11/28/25	02/25/26	11/17/25-11/28/25	2,099	2,099
246 Capital Protection Group, Inc.	1345	01/01/26	02/25/26	12/18/25	250	250
247 Bender Rosenthal, Inc.	3587	01/19/26	02/25/26	12/01/25-12/26/25	18,460	18,460
248 Lucas Public Affairs, LLC	7310728	12/31/25	02/25/26	12/01/25-12/31/25	116,158	116,158
249 Amazon	1M6C-M6RY-XXQV	02/01/26	02/25/26	01/01/26-01/31/26	822	822
250 Jacobs	W8X97008-05	12/17/25	03/04/26	07/26/25-11/28/25	2,475,289	2,475,289
251 Lucas Public Affairs, LLC	7310736	12/31/25	03/04/26	12/01/25-12/31/25	8,482	8,482
252 Metropolitan Water District of So. Ca	502142	01/21/26	03/04/26	12/01/25-12/31/25	11,749	11,749

* Certain expenses were disallowed by the DCA.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
253 STV Incorporated	3734	01/28/26	03/04/26	12/01/25-12/31/25	59,620	59,620
254 FedEx	9-167-05681	02/06/26	03/04/26	01/28/26-01/29/26	21	21
255 Prime US-Park Tower LLC	20260301	02/23/26	03/04/26	03/01/26-03/31/26	112,428	112,428
256 Verizon	6136275912	02/17/26	03/04/26	01/08/26-02/17/26	216	216
257 FedEx	9-185-93605	02/20/26	03/04/26	02/11/26-02/13/26	43	43
258 FlexTG LLC	4546741-CAL	01/02/26	03/04/26	01/01/26-01/31/26	2,274	2,274
259 FlexTG LLC	4571829-CAL	02/03/26	03/04/26	02/01/26-02/28/26	2,359	2,359
260 LuxBus America	147942	01/20/26	03/06/26	01/19/26	1,108	1,108
261 AT&T	4197880119	01/15/26	03/06/26	01/15/26-02/14/26	2,210	2,210
262 AT&T	8324361116	02/15/26	03/06/26	02/15/26-03/14/26	1,100	1,100
263 AECOM Technical Services	2001096484	12/26/25	03/11/26	10/31/25-11/28/25	190,984	190,984
264 Parsons	2512D408	12/30/25	03/11/26	10/01/25-11/28/25	832,683	832,683
265 National Constructors' Group, Inc.	25-11-01	01/05/26	03/11/26	11/01/25-11/30/25	22,089	22,089
266 National Constructors' Group, Inc.	25-11-02	01/06/26	03/11/26	12/01/25-12/31/25	88,544	88,544
267 Bradner Consulting LLC	2526-07	02/02/26	03/11/26	01/01/26-01/31/26	52,077	52,077
268 Amazon	13T3-NYNX-V1DL	03/01/26	03/11/26	02/01/26-02/28/26	169	169
269 AECOM Technical Services	2001104430	01/20/26	03/20/26	11/29/25-01/02/26	98,832	98,832
270 Launch Consulting	PS11041990	02/04/26	03/20/26	01/01/26-01/31/26	52,796	52,796
271 Best, Best, & Krieger	1049299	12/26/25	03/20/26	11/01/25-11/27/25	18,071	18,071
272 Best, Best, & Krieger	1051092	01/15/26	03/20/26	11/28/25-12/31/25	21,070	21,070
273 Convergent Systems	1041228	02/04/26	03/20/26	02/04/26	215	215
274 Airco Mechanical, Inc.	33534	02/03/26	03/20/26	01/28/26	2,197	2,197
275 Lucas Public Affairs, LLC	7310754	01/31/26	03/20/26	01/01/26-01/31/26	100,044	100,044
276 Psomas	230549	01/19/26	03/20/26	11/21/25-12/25/25	130,128	130,128
277 Lucas Public Affairs, LLC	7310755	01/31/26	03/25/26	01/01/26-01/31/26	528	528
278 CohnReznick Advisory LLC	90204099	02/15/26	03/25/26	01/01/26-01/31/26	113,630	113,630
279 STV Incorporated	2025*	01/13/26	03/25/26	10/01/25-11/30/25	5,961	4,549
280 Parsons	2602B661	02/10/26	03/25/26	07/01/25-12/18/25	12,341	12,341
281 Parsons	2602B673*	02/10/26	03/25/26	07/01/25-11/28/25	19,449	9,762
282 FedEx	9-204-04272	03/06/26	03/25/26	02/16/26-02/24/26	65	65
283 FedEx	9-204-04273	03/06/26	03/25/26	02/24/26-02/25/26	21	21
284 FlexTG LLC	4595752-CAL	03/04/26	03/25/26	03/01/26-03/31/26	2,501	2,501
285 Project Neutral, Inc.	DCA-0005	01/30/26	03/30/26	12/01/25-12/31/25	21,531	21,531
286 Psomas	231070	02/19/26	03/30/26	12/26/25-01/29/26	122,788	122,788
287 Jacobs	W8X97008-05A	01/28/26	03/30/26	11/01/25-11/28/25	7,108	7,108
288 Jacobs	W8X97008-04A	01/28/26	03/30/26	09/27/25-10/31/25	15,287	15,287
289 Associated Right of Way Services, Inc.	24004	02/06/26	04/03/26	01/01/26-01/31/26	991	991
290 Heavy Construction Systems Specialist, LLC (HCSS)	INV23858	01/16/26	04/03/26	01/16/26	18,000	18,000
291 Embrava USA, Inc.	INV0016035*	12/31/25	04/03/26	12/31/25	41,848	17,397
292 Project Neutral, Inc.	DCA-0006	02/19/26	04/03/26	01/01/26-01/31/26	11,031	11,031
293 Municipal Resource Group, LLC	260117	02/10/26	04/03/26	01/01/26-01/31/26	5,628	5,628
294 Airco Mechanical, Inc.	33607	02/10/26	04/03/26	01/09/26-01/16/26	345	345
295 Santiago Water Strategies	004	02/18/26	04/03/26	01/01/26-01/31/26	12,650	12,650
296 Heavy Construction Systems Specialist, LLC (HCSS)	INV23881	01/16/26	04/03/26	01/05/26-01/04/27	52,200	52,200
297 STV Incorporated	4853	02/24/26	04/03/26	01/01/26-01/31/26	42,630	42,630
298 Embrava USA, Inc.	INV0016304	02/07/26	04/03/26	02/07/26	39,789	39,789
299 Jacobs	W8X97008-06	01/28/26	04/03/26	11/29/25-12/26/25	2,488,708	2,488,708
300 AVI-SPL LLC	2625126	01/23/26	04/03/26	01/09/26	430	430
301 Bradner Consulting LLC	2526-08	03/02/26	04/03/26	02/01/26-02/28/26	52,077	52,077
302 ARC Document Solutions, LLC	13050571	02/27/26	04/03/26	02/27/26	206	206
303 FedEx	9-211-85831	03/13/26	04/03/26	03/03/26-03/04/26	21	21
304 FedEx	9-221-69299	03/20/26	04/03/26	03/10/26-03/12/26	43	43
305 Verizon	6138801831	03/17/26	04/03/26	02/18/26-03/17/26	216	216
306 Prime US-Park Tower LLC	20260401	03/20/26	04/03/26	04/01/26-04/30/26	110,601	110,601
307 Bender Rosenthal, Inc.	3710	02/24/26	04/08/26	12/27/25-01/30/26	71,972	71,972
308 Miles Treaster & Associates	56103	02/23/26	04/08/26	02/23/26	9,123	9,123
309 AT&T	8125843115	03/15/26	04/08/26	03/15/26-04/14/26	1,593	1,593
310 Primo Espresso Company	181486	02/17/26	04/15/26	02/17/26	1,282	1,282
311 AECOM Technical Services	2001114096	02/17/26	04/15/26	01/01/26-01/31/26	157,251	157,251
312 Parsons	2602D308	02/25/26	04/15/26	11/29/25-12/26/25	741,555	741,555
313 CohnReznick Advisory LLC	90217061	03/15/26	04/15/26	02/01/26-02/28/26	41,205	41,205
314 Metropolitan Water District of So. Ca	502155	02/24/26	04/15/26	01/01/26-01/31/26	60,709	60,709
315 ARC Document Solutions, LLC	13050565	02/27/26	04/15/26	02/27/26	199	199

* Certain expenses were disallowed by the DCA.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Twelve Months Ended June 30, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
316 Santiago Water Strategies	005	03/05/26	04/15/26	02/01/26-02/28/26	19,113	19,113
317 FedEx	9-231-87809	03/27/26	04/15/26	03/18/26-03/25/26	43	43
318 Amazon	1971-LTFJ-64J7	04/01/26	04/15/26	03/01/26-03/31/26	775	775
319 Consolidated Communications	20260215	02/15/26	04/15/26	02/15/26-03/14/26	2,854	2,854
320 Consolidated Communications	20260315	03/15/26	04/15/26	03/15/26-04/14/26	2,854	2,854
321 FedEx	9-240-83422	04/03/26	04/15/26	03/26/26-03/27/26	21	21
322 Gwen Buchholz, Permit Engineer, Inc.	2526-07	02/06/26	04/22/26	01/01/26-01/31/26	20,640	20,640
323 Parsons	2602C720	03/03/26	04/22/26	08/26/25-12/26/25	8,811	8,811
324 Schnabel Engineering West, Inc.	02066077	03/05/26	04/22/26	12/08/25-12/31/25	31,396	31,396
325 Capital Protection Group, Inc.	1391	02/19/26	04/22/26	02/19/26	250	250
326 Capital Protection Group, Inc.	1404	03/02/26	04/22/26	03/02/26	250	250
327 Associated Right of Way Services, Inc.	24105	03/08/26	04/22/26	02/01/26-02/28/26	360	360
328 Gwen Buchholz, Permit Engineer, Inc.	2526-08	03/06/26	04/22/26	02/01/26-02/28/26	21,672	21,672
329 STV Incorporated	5245r1	03/05/26	04/22/26	02/01/26-02/28/26	72,250	72,250
330 Project Neutral, Inc.	DCA-0007	03/14/26	04/22/26	02/01/26-02/28/26	54,817	54,817
331 Parsons	2603B029	03/05/26	04/22/26	08/24/25-10/30/25	4,636	4,636
332 Lucas Public Affairs, LLC	7310817	02/28/26	04/22/26	02/01/26-02/28/26	4,488	4,488
333 FlexTG LLC	4616931-CAL	04/01/26	04/22/26	04/01/26-04/30/26	2,251	2,251
334 National Constructors' Group, Inc.	25-11-03	02/25/26	04/24/26	01/01/26-01/31/26	84,034	84,034
335 National Constructors' Group, Inc.	25-11-04	03/12/26	04/24/26	02/01/26-02/28/26	74,113	74,113
336 Launch Consulting	PS11042430	03/06/26	04/29/26	02/01/26-02/28/26	86,964	86,964
337 Lucas Public Affairs, LLC	7310792	02/28/26	04/29/26	02/01/26-02/28/26	121,292	121,292
338 FedEx	9-250-86959	04/10/26	04/29/26	04/06/26-04/08/26	21	21
339 FedEx	9-260-45071	04/17/26	04/29/26	04/14/26-04/15/26	21	21
340 Sacramento Public Library Authority	4435	04/27/26	05/01/26	05/21/26	950	950
341 Bender Rosenthal, Inc.	3823	03/23/26	05/06/26	01/31/26-02/27/26	13,182	13,182
342 Psomas	232109	03/16/26	05/06/26	01/30/26-02/26/26	115,312	115,312
343 Municipal Resource Group, LLC	261097	03/02/26	05/06/26	02/01/26-02/28/26	4,212	4,212
344 ARC Document Solutions, LLC	13062075	03/13/26	05/06/26	03/12/26	69	69
345 AECOM Technical Services	2001125088	03/23/26	05/06/26	01/31/26-02/27/26	134,095	134,095
346 Schnabel Engineering West, Inc.	02067058	03/24/26	05/06/26	01/01/26-01/31/26	46,055	46,055
347 Consolidated Communications	20260415	04/15/26	05/06/26	04/15/26-05/14/26	2,854	2,854
348 AT&T	0862224111	04/15/26	05/06/26	04/15/26-05/14/26	1,593	1,593
349 Verizon	6141323822	04/17/26	05/06/26	03/18/26-04/17/26	216	216
350 Bradner Consulting LLC	2526-09	03/31/26	05/18/26	03/01/26-03/31/26	52,077	52,077
351 Convergent Systems	48072	04/01/26	05/18/26	04/01/26-06/30/26	615	615
352 Hamner, Jewell & Associates	205323	03/30/26	05/18/26	01/01/26-01/31/26	4,078	4,078
353 Hamner, Jewell & Associates	205401	03/30/26	05/18/26	02/01/26-02/28/26	1,493	1,493
354 Matthew Ian Keogh	MK-2026-02	04/01/26	05/18/26	01/01/26-01/31/26	748	748
355 Schnabel Engineering West, Inc.	02067285	03/30/26	05/18/26	02/01/26-02/28/26	17,568	17,568
356 Parsons	2603B704-TRAVEL	03/11/26	05/18/26	07/26/25-08/29/25	9,016	9,016
357 Parsons	2603B322	03/27/26	05/18/26	12/27/25-01/30/26	614,623	614,623
358 FedEx	9-268-96029	04/24/26	05/18/26	04/16/26-04/17/26	21	21
359 FedEx	9-278-84765	05/01/26	05/18/26	04/23/26-04/28/26	44	44
360 Jacobs	W8X97008-04EXP**	03/20/26	05/27/26	07/27/25-10/31/25	108,453	81,461
361 Parsons	2604B815	04/10/26	05/27/26	12/19/25-01/30/26	269,258	269,258
362 A2 Strategic Procurement Solutions, LLC	00001	04/03/26	05/27/26	03/01/26-03/31/26	4,427	4,427
363 Psomas	233164	04/13/26	05/27/26	02/27/26-03/26/26	77,671	77,671
364 Gwen Buchholz, Permit Engineer, Inc.	2526-09	04/01/26	05/27/26	03/01/26-03/31/26	21,156	21,156
365 Associated Right of Way Services, Inc.	24156	04/03/26	05/27/26	03/01/26-03/31/26	390	390
366 CohnReznick Advisory LLC	90234815	04/15/26	05/27/26	03/01/26-03/31/26	35,049	35,049
367 Parsons	2604B845	04/10/26	05/27/26	01/31/26-02/27/26	779,298	779,298
368 Jacobs	W8X97008-07	04/03/26	05/27/26	12/27/25-01/30/26	2,708,494	2,708,494
369 Lucas Public Affairs, LLC	7310840	03/31/26	05/27/26	03/01/26-03/31/26	134,899	134,899
370 FlexTG LLC	4648062-CAL	05/08/26	05/27/26	05/01/26-05/31/26	2,224	2,224
371 LuxBus America	158937	05/14/26	05/27/26	05/08/26	1,825	1,825
				Subtotal July - May*	\$ 42,252,583	\$ 42,161,256
372 National Constructors' Group, Inc.	25-11-05	04/13/26	06/03/26	03/01/26-03/31/26	50,043	50,043
373 Schnabel Engineering West, Inc.	02067454	04/15/26	06/03/26	03/01/26-03/27/26	3,877	3,877
374 Lucas Public Affairs, LLC	7310855	03/31/26	06/03/26	03/01/26-03/31/26	1,280	1,280
375 FedEx	9-298-23127	05/15/26	06/03/26	05/06/26-05/07/26	22	22

* 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 Twelve Months Ended June 30, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
376 FedEx	9-309-11692	05/22/26	06/03/26	05/14/26-05/15/26	44	44
377 Hammer, Jewell & Associates	205498	04/03/26	06/08/26	03/01/26-03/31/26	1,071	1,071
378 Launch Consulting	PSI1042707	04/02/26	06/08/26	03/01/26-03/31/26	68,377	68,377
379 Best, Best, & Krieger	1054099	02/20/26	06/08/26	01/01/26-01/30/26	31,606	31,606
380 Municipal Resource Group, LLC	260309	04/07/26	06/08/26	03/01/26-03/31/26	2,530	2,530
381 Commuter Industries, Inc.	260034	04/03/26	06/08/26	04/03/26	185	185
382 Bender Rosenthal, Inc.	3934	04/20/26	06/08/26	02/28/26-03/27/26	20,491	20,491
383 ARC Document Solutions, LLC	13080482R	04/14/26	06/08/26	04/14/26	121	121
384 Santiago Water Strategies	006	04/11/26	06/08/26	03/01/26-03/31/26	14,988	14,988
385 Project Neutral, Inc.	DCA-0008	04/07/26	06/08/26	03/01/26-03/31/26	119,569	119,569
386 STV Incorporated	6791	04/16/26	06/08/26	03/01/26-03/31/26	74,300	74,300
387 Carahsoft Technology Corp	IN2279664R	05/06/26	06/08/26	05/06/26-05/05/29	12,747	12,747
388 Verizon	6143840302	05/17/26	06/08/26	04/18/26-05/17/26	215	215
389 Launch Consulting	PSI1043018	05/01/26	06/17/26	04/01/26-04/30/26	59,798	59,798
390 Launch Consulting	PSI1043234	05/01/26	06/17/26	02/01/26-02/28/26	8,316	8,316
391 FedEx	9-317-01630	05/29/26	06/17/26	05/21/26-05/22/26	22	22
392 Jacobs	W8X97008-05EXP	04/14/26	06/24/26	11/01/25-11/28/25	33,969	33,969
393 Lucas Public Affairs, LLC	7310881	04/30/26	06/24/26	04/01/26-04/30/26	115,551	115,551
394 AT&T	3301036112	05/15/26	06/24/26	05/15/26-06/14/26	1,593	1,593
395 FedEx	9-326-49158	06/05/26	06/24/26	05/28/26-06/03/26	48	48
396 FlexTG LLC	4668118-CAL	06/02/26	06/24/26	06/01/26-06/30/26	2,119	2,119
397 Jacobs	W8X97008-05AEXP	05/05/26	06/26/26	07/26/25-10/31/25	49,329	49,329
398 Jacobs	W8X97008-06EXP**	05/01/26	06/26/26	11/29/25-12/26/25	41,590	26,396
399 Jacobs	W8X97008-09	05/11/26	06/26/26	02/28/26-03/27/26	3,049,252	3,049,252
Subtotal June*					\$ 3,763,053	\$ 3,747,859
Total July - June*					\$ 46,015,636	\$ 45,909,115

* Totals may not foot due to rounding.

** Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule ⁽¹⁾
As of June 30, 2026

<u>Payable To:</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>≥ 90</u>	<u>Total</u>
A2 Strategic Procurement Solutions, LLC					
Invoice #00002	—	31,898	—	—	31,898
Invoice #00003	22,908	—	—	—	22,908
AECOM Technical Services					
Invoice #2001134113	—	156,100	—	—	156,100
Amazon					
Invoice #1R39-NQPG-TQRF	264	—	—	—	264
Associated Right of Way Services, Inc.					
Invoice #24250	—	1,289	—	—	1,289
Invoice #24340	1,664	—	—	—	1,664
Bender Rosenthal, Inc.					
Invoice #4010	31,589	—	—	—	31,589
Bradner Consulting LLC					
Invoice #2526-10	—	53,639	—	—	53,639
Invoice #2526-11	53,639	—	—	—	53,639
Capital Protection Group, Inc.					
Invoice #1493	250	—	—	—	250
Invoice #1501	250	—	—	—	250
CohnReznick Advisory LLC					
Invoice #90262678	—	68,336	—	—	68,336
Invoice #90273471	15,027	—	—	—	15,027
FedEx					
Invoice #9-337-44776	22	—	—	—	22
Invoice #9-347-04718	22	—	—	—	22
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2526-010	—	18,834	—	—	18,834
Invoice #2526-011	21,930	—	—	—	21,930
Hamner, Jewell & Associates					
Invoice #205560	—	1,033	—	—	1,033
Invoice #205651	1,042	—	—	—	1,042
Jacobs					
Invoice #W8X97008-07EXP	21,386	—	—	—	21,386
Invoice #W8X97008-08	—	2,791,679	—	—	2,791,679
Invoice #W8X97008-08EXP	21,482	—	—	—	21,482
Invoice #W8X97008-09EXP	29,459	—	—	—	29,459
Invoice #W8X97008-09AEXP	48,231	—	—	—	48,231
Invoice #W8X97008-10	2,801,037	—	—	—	2,801,037
Launch Consulting					
Invoice #PSI1043441	73,728	—	—	—	73,728
Lucas Public Affairs, LLC					
Invoice #7310935	3,464	—	—	—	3,464
Metropolitan Water District of So. Ca					
Invoice #502155A	31,536	—	—	—	31,536
Invoice #502163	—	44,167	—	—	44,167
Municipal Resource Group, LLC					
Invoice #260419	—	1,770	—	—	1,770
National Constructors' Group, Inc.					
Invoice #25-11-06	73,365	—	—	—	73,365
Project Neutral, Inc.					
Invoice #DCA-0009	58,125	—	—	—	58,125
Psomas					
Invoice #234285	—	81,994	—	—	81,994
Santiago Water Strategies					
Invoice #007	—	17,737	—	—	17,737
Schnabel Engineering West, Inc.					
Invoice #02068261	—	8,876	—	—	8,876
Spark Street Digital					
Invoice #5250	9,655	—	—	—	9,655
STV Incorporated					
Invoice #8567	69,350	—	—	—	69,350
Verizon					
Invoice #6146349552	216	—	—	—	216
	<u>\$ 3,389,641</u>	<u>\$ 3,277,352</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 6,666,993</u>

*Totals may not foot due to rounding.

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

Note: The 31-60 days outstanding balance is primarily due to a change in MWD's payment run schedule during the last week of June. This shift was caused by limited access to headquarters due to the FIFA event in downtown Los Angeles.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Receivable Aging Schedule ⁽¹⁾
As of June 30, 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-935	\$ 2,791,679	\$ —	\$ —	\$ —	\$ 2,791,679
Invoice #DCA-940	81,994	—	—	—	81,994
Invoice #DCA-947	9,909	—	—	—	9,909
Invoice #DCA-948	100,938	—	—	—	100,938
Invoice #DCA-949	73,365	—	—	—	73,365
Invoice #DCA-950	111,764	—	—	—	111,764
Invoice #DCA-951	12,985	—	—	—	12,985
Invoice #DCA-952	21,386	—	—	—	21,386
Invoice #DCA-953	21,482	—	—	—	21,482
Invoice #DCA-954	29,459	—	—	—	29,459
Invoice #DCA-955	24,682	—	—	—	24,682
Invoice #DCA-956	31,536	—	—	—	31,536
Invoice #DCA-957	2,801,037	—	—	—	2,801,037
Invoice #DCA-958	3,464	—	—	—	3,464
Invoice #DCA-959	4,113	—	—	—	4,113
Invoice #DCA-960	121,772	—	—	—	121,772
Invoice #DCA-961	48,231	—	—	—	48,231
	\$ 6,289,796	\$ —	\$ —	\$ —	\$ 6,289,796

*Totals may not foot due to rounding.

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

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026
Receipts:		
Contributions ⁽¹⁾	\$ 4,187,115	\$ 46,271,653
Miscellaneous ⁽²⁾	2,268	2,268
	<u>4,189,383</u>	<u>46,273,921</u>
Disbursements ⁽³⁾ :		
Program management office		
Executive office	296,912	4,440,692
Community engagement	116,831	1,591,939
Program controls	77,267	4,880,292
Administration	153,609	4,906,389
Procurement	—	779,607
Property	21,562	567,335
Permitting management	171,676	1,655,385
Health and safety	—	355,222
Quality management	—	401,565
Sustainability	—	243,686
Geotechnical management	118,549	702,081
Survey and mapping	23,996	251,393
Program initiation		
Engineering	2,767,457	22,911,966
Program delivery		
Program geotechnical	—	2,221,563
Total disbursements	<u>3,747,859</u>	<u>45,909,115</u>
Net changes in cash	441,524	364,806
Cash at July 1, 2025	—	815,446
Cash at June 1, 2026	<u>738,728</u>	<u>—</u>
Cash at June 30, 2026	<u>\$ 1,180,252</u>	<u>\$ 1,180,252</u>

Statements of Revenues, Expenses and Changes in Net Position

	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026
Revenues:		
Contributions ^(1a)	\$ 3,424,021	\$ 49,452,159
Miscellaneous ⁽²⁾	2,268	2,268
	<u>3,426,289</u>	<u>49,454,427</u>
Expenses ^{(4)*} :		
Program management office		
Executive office	337,540	4,808,263
Community engagement	4,353	1,440,500
Program controls	99,123	4,615,443
Administration	119,630	4,753,997
Procurement	—	722,342
Property	67,294	530,734
Permitting management	200,558	2,001,088
Health and safety	500	323,954
Quality management	—	374,419
Sustainability	—	196,957
Geotechnical management	128,046	938,341
Survey and mapping	34,006	277,653
Program initiation		
Engineering	2,465,709	26,227,908
Program delivery		
Program geotechnical	—	2,193,889
Total expenses	<u>3,456,759</u>	<u>49,405,488</u>
Changes in net position	(30,470)	48,939
Net position at June 30, 2025	—	1,230,398
Net position at May 31, 2026	<u>1,309,807</u>	<u>—</u>
Net position at June 30, 2026	<u>\$ 1,279,337</u>	<u>\$ 1,279,337</u>

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

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO and planning and environmental phase costs borne directly by DWR in support of the Delta Conveyance Project, which are recognized as offsetting revenue and expense to DCA.

⁽²⁾ Insurance proceeds for property damage claims.

⁽³⁾ Certain disbursements were reclassified to align with budget categories and do not affect total cash disbursements.

⁽⁴⁾ Certain expenses were reclassified to align with budget categories and do not affect total expenses.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026	Jun. 1, 2026 Jun. 30, 2026	Year to Date Jun. 30, 2026
Receipts/Revenues:				
Contributions ^{(1)(1a)}	\$ 4,187,115	\$ 46,271,653	\$ 3,424,021	\$ 49,452,159
Miscellaneous ⁽²⁾	2,268	2,268	2,268	2,268
	4,189,383	46,273,921	3,426,289	49,454,427
Disbursements ⁽³⁾ /Expenses ⁽⁴⁾ :				
Program management office				
Executive office	296,912	4,440,692	337,540	4,808,263
Community engagement	116,831	1,591,939	4,353	1,440,500
Program controls	77,267	4,880,292	99,123	4,615,443
Administration	153,609	4,906,389	119,630	4,753,997
Procurement	—	779,607	—	722,342
Property	21,562	567,335	67,294	530,734
Permitting management	171,676	1,655,385	200,558	2,001,088
Health and safety	—	355,222	500	323,954
Quality management	—	401,565	—	374,419
Sustainability	—	243,686	—	196,957
Geotechnical management	118,549	702,081	128,046	938,341
Survey and mapping	23,996	251,393	34,006	277,653
Program initiation				
Engineering	2,767,457	22,911,966	2,465,709	26,227,908
Program delivery				
Program geotechnical	—	2,221,563	—	2,193,889
Total disbursements/expenses	3,747,859	45,909,115	3,456,759	49,405,488
Net changes in cash	441,524	364,806		
Cash at July 1, 2025	—	815,446		
Cash at June 1, 2026	738,728	—		
Cash at June 30, 2026	\$ 1,180,252	\$ 1,180,252		
Changes in net position			(30,470)	48,939
Net position at June 30, 2025			—	1,230,398
Net position at May 31, 2026			1,309,807	—
Net position at June 30, 2026			\$ 1,279,337	\$ 1,279,337

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

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO and planning and environmental phase costs borne directly by DWR in support of the Delta Conveyance Project, which are recognized as offsetting revenue and expense to DCA.

⁽²⁾ Insurance proceeds for property damage claims.

⁽³⁾ Certain disbursements were reclassified to align with budget categories and do not affect total cash disbursements.

⁽⁴⁾ Certain expenses were reclassified to align with budget categories and do not affect total expenses.



Delta Conveyance Design and Construction Joint Powers Authority

Budget vs Cost by Appropriation - PTD, YTD

Current Period: JUN-26

Appropriation	Period-to-Date				Year-to-Date			
	Actual	Budget	Variance	Variance %	Actual	Budget	Variance	Variance %
Executive office	\$ 337,540	\$ 416,859	\$ 79,319	19.0%	\$ 4,808,263	\$ 5,002,300	\$ 194,037	3.9%
Community engagement	4,353	120,750	116,397	96.4%	1,440,500	1,449,000	8,500	0.6%
Program controls	99,123	579,666	480,543	82.9%	4,615,443	6,956,000	2,340,557	33.6%
Administration	119,630	473,216	353,586	74.7%	4,753,997	5,678,600	924,603	16.3%
Procurement	—	79,241	79,241	100.0%	722,342	950,900	228,558	24.0%
Property	67,294	105,800	38,506	36.4%	530,734	1,269,600	738,866	58.2%
Permitting management	200,558	230,416	29,858	13.0%	2,001,088	2,765,000	763,912	27.6%
Health and safety	500	33,341	32,841	98.5%	323,954	400,100	76,146	19.0%
Quality management	—	45,100	45,100	100.0%	374,419	541,200	166,781	30.8%
Sustainability	—	35,384	35,384	100.0%	196,957	424,600	227,643	53.6%
Geotechnical management	128,046	68,175	(59,871)	(87.8%)	938,341	818,100	(120,241)	(14.7%)
Survey and mapping	34,006	22,159	(11,847)	(53.5%)	277,653	265,900	(11,753)	(4.4%)
Engineering	2,465,709	2,271,717	(193,992)	(8.5%)	26,227,908	27,260,600	1,032,692	3.8%
Program geotechnical	—	934,842	934,842	100.0%	2,193,889	11,218,100	9,024,211	80.4%
Total	\$ 3,456,759	\$ 5,416,666	\$ 1,959,907	36.2%	\$ 49,405,488	\$ 65,000,000	\$ 15,594,512	24.0%



Delta Conveyance Design and Construction Joint Powers Authority
Appropriation - Trend
Current Period: JUN-26

Appropriation	JUL-25		AUG-25		SEP-25		OCT-25		NOV-25		DEC-25		JAN-26		FEB-26		MAR-26		APR-26		MAY-26		JUN-26		Total
Executive office	\$	233,522	\$	131,764	\$	472,571	\$	401,420	\$	124,594	\$	640,919	\$	612,161	\$	418,960	\$	630,605	\$	573,429	\$	230,778	\$	337,540	4,808,263
Community engagement		144,826		220,940		138,877		1,008		127,241		191,567		128,475		102,010		125,780		137,593		117,830		4,353	1,440,500
Program controls		500,935		27,300		688,868		482,213		144,902		455,185		921,572		33,080		340,225		778,771		143,269		99,123	4,615,443
Administration		438,699		175,051		476,274		411,710		331,255		391,169		846,578		306,480		450,790		690,345		116,016		119,630	4,753,997
Procurement		69,132		541		118,015		89,330		—		73,974		173,246		12,341		62,703		122,529		531		—	722,342
Property		695		49,064		17,932		80,317		80,355		69,643		49,084		72,963		13,542		27,524		2,321		67,294	530,734
Permitting management		89,495		133,585		110,873		20,253		244,818		229,033		184,393		165,577		21,672		230,669		370,162		200,558	2,001,088
Health and safety		31,768		—		57,236		41,000		—		30,340		69,130		—		25,100		68,880		—		500	323,954
Quality management		38,032		—		70,915		35,360		—		31,552		85,000		—		34,816		78,744		—		—	374,419
Sustainability		40,557		—		39,148		18,414		—		10,947		31,051		—		11,942		44,898		—		—	196,957
Geotechnical management		28,895		14,602		45,930		—		118,665		77,436		65,403		83,064		—		122,919		253,380		128,047	938,341
Survey and mapping		30,485		31,624		15,644		—		37,644		18,355		19,340		26,161		—		18,837		45,557		34,006	277,653
Engineering		1,251,937		1,087,642		1,426,721		—		5,004,233		3,008,775		2,190,358		2,223,433		—		2,431,238		5,137,862		2,465,709	26,227,908
Program geotechnical		79,294		31,587		145,405		260,292		82,254		329,900		289,816		252,917		406,659		77,671		238,094		—	2,193,889
Total	\$	2,978,272	\$	1,903,700	\$	3,824,409	\$	1,841,317	\$	6,295,961	\$	5,558,795	\$	5,665,607	\$	3,696,986	\$	2,123,834	\$	5,404,047	\$	6,655,800	\$	3,456,760	49,405,488

* Totals may not foot/crossfoot due to rounding.

DCP Communications Report

Contact: Jessyca Sheehan, DCA Communications Manager

Date: August 20, 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: August 20, 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 pursue remaining permits or authorizations and is working to begin studies and surveys required by permits that have been issued.

Water Rights. The State Water Board (SWB) hearing process on DWR's petition to add two new points of diversion has entered the sur-rebuttal phase, with hearings set for August 20, 21, 24, and 31, and September 3, 2026. Once the sur-rebuttal phase concludes, parties will be required to submit closing briefs and respond to other closing briefs.

Delta Plan Consistency. The Delta Stewardship Council (DSC) adopted a decision on the Delta Conveyance Project's consistency with the Delta Plan on April 23 that dismissed or denied the vast majority of appeals, with a limited remand to DWR for further clarification on two policy areas. Remands are a standard part of the Delta Plan's Certification of Consistency and appeals process and provide an opportunity to supplement or clarify portions of the record. DWR submitted a Revised Certification of Consistency with the Delta Plan on Remanded Items on July 24, 2026. Appeals to this revised certification are due on August 24, 2026.

California Environmental Quality Act. DWR issued a [Final Environmental Impact Report](#) in 2023 that included a Mitigation Monitoring and Reporting Plan. DWR is working to develop tracking systems and required plans that will be part of implementation of the Mitigation Monitoring and Reporting Plan.

California Endangered Species Act. The California Department of Fish and Wildlife issued an [Incidental Take Permit](#) in February 2026, with an addendum in April 2026 to reflect minor updates. The Incidental Take Permit requires multiple studies and data collection efforts, and DWR is planning how to implement these requirements.

Recommended Action:

Information only.