

May 15, 2023

Delta Conveyance Design and Construction Authority  
Board of Directors

Subject: ***Materials for the May 18, 2023 Board Meeting***

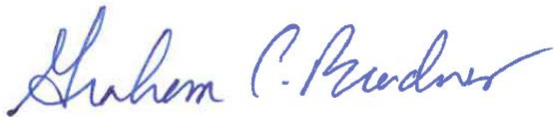
Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Thursday, May 18, 2023 at 1:30 p.m.** and will be a **hybrid** meeting. Members of the public may attend the meeting in person or virtually. The Board will meet in Closed Session following the Public Comment agenda item, and will resume the Regular Board Meeting at approximately 2:00 p.m. 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](http://dcdca.org) website.

Please note that the DCA continues to follow current State and Local COVID-19 guidelines and will comply with public health recommendations regarding public meetings and social distancing efforts. Any meeting changes or cancellation will be communicated.

Enclosed are the 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, May 18, 2023  
1:30 p.m.  
Hybrid (Teleconference) Meeting

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

TELECONFERENCE LOCATIONS:

- 1) Kern County Water Boardroom, 3200 Rio Mirada Drive, Bakersfield, CA 93308
- 2) Hilton Scottsdale Resort, 6333 N. Scottsdale Rd., Scottsdale, AZ 85250 (M. Luna)

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 87355473430#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/87355473430?from=addon>

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

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

AGENDA

Except as permitted by Government Code section 54953(f), Directors will attend the meeting from the DCDCA Boardroom or any of the teleconference locations. Members of the public may attend in person at these locations or remotely through the virtual meeting link above. Assistance to those wishing to participate in the meeting in person or remotely will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation as soon as possible in advance of the meeting by contacting the DCA support staff at (888) 853-8486 or [info@dcdca.org](mailto: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 2:15 pm. 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. **PLEDGE OF ALLEGIANCE**
4. **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.*



5. **CLOSED SESSION**
  - (a) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION DISCUSSION**  
(Government Code Section 54957)  
Title: Executive Director
6. **APPROVAL OF MINUTES:**
  - (a) April 20, 2023 Regular Meeting Minutes
7. **DISCUSSION ITEMS**
  - (a) May DCA Monthly Report  
Recommended Action: Information Only
  - (b) Draft Fiscal Year 2023/24 Budget  
Recommended Action: Information Only
  - (c) Adopt Resolution Approving the Fifth Amendment to the Baker Tilly US, LLP Agreement for Executive Director Services  
Recommended Action: Approve Resolution
  - (d) Adopt Resolution Approving the Fifth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Manager Services  
Recommended Action: Approve Resolution

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

Recommended Action: Approve Resolution

#### 8. STAFF REPORTS AND ANNOUNCEMENTS

- (a) General Counsel's Report
- (b) DWR Environmental Manager's Report
- (c) Verbal Reports, if any

#### 9. FUTURE AGENDA ITEMS

#### 10. ADJOURNMENT

\* \* \* \* \*

*Next scheduled meetings:*

*June 15, 2023 Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).*

*August 17, 2023 Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).*

BOARD OF DIRECTORS MEETING

# MINUTES

## REGULAR MEETING

Thursday, April 20, 2023

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: 87014233864, <https://dcdca-org.zoom.us/j/87014233864?from=addon> at 1:30 pm.

### 2. ROLL CALL

Board members in attendance from the DCA Boardroom were Sarah Palmer, Miguel Luna and Gary Martin. Martin Milobar and Adnan Anabtawi participated from Kern County Water Authority's Boardroom. Robert Cheng participated from Long Beach Utilities' Conference room. Alternate Director Barbara Keegan sat in for Tony Estremera and participated from Valley Water Headquarters' Boardroom, constituting a quorum of the Board.

Alternate Directors in attendance remotely were John Weed, Bob Tincher and Dennis LaMoreaux. Royce Fast attended from Kern County Water's Boardroom; the Board Clerk captured their attendance for the record.

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

DWR staff member in attendance was Carrie Buckman.

### 3. PLEDGE OF ALLEGIANCE

President Sarah Palmer convened the open session at approximately 1:30 p.m. and led all present in reciting the Pledge of Allegiance.

### 4. PUBLIC COMMENT

President Palmer opened Public Comment, there were no public comment requests received and she proceeded to close the comment period.

### 5. CLOSED SESSION

- a) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION DISCUSSION**  
(Government Code Section 54957) Title: Executive Director

- b) **CONFERENCE WITH LABOR NEGOTIATORS**  
**(Government Code Section 54957.6)**  
**Agency designated representatives: President Palmer**  
**Unrepresented employee: Executive Director**

President Palmer reconvened the open session at approximately 2:05 p.m. and informed the Board and members of the public that there were no reportable actions.

**6. IN MEMORIAM FOR SHANMUGAM 'PRABA' PIRABAROOBAN**

Executive Director, Graham Bradner, informed the Board that the Delta Conveyance Office's (DCO) Lead Engineer, Praba, passed away in a shocking and tragic accident. His passing is something that has been difficult for the DCA as well as the DCO. Mr. Bradner took this opportunity to acknowledge all that Praba contributed to the program, stating that he was a very good engineer and person; staff will miss him sorely on the program. He noted that his heart goes out to his family as well as to the DCO work family that he has. Mr. Bradner does intend to issue a letter to his family just acknowledging his contributions and appreciation for that.

DWR Environmental Manager, Carrie Buckman, reiterated that this has been a really big struggle the last few weeks. Praba was a fantastic engineer, innovative, creative and very good at his job. In addition to being a great engineer, he was an even better person. He was kind, caring and always looked out for the best for his team. She stated that staff will miss him tremendously, both personally and professionally. She expressed her appreciation of the Board taking a minute to acknowledge him.

President Palmer added that she met him a few years ago and was very impressed as he was a delightful person. This is a huge loss.

Director Martin requested that the Board adjourn the meeting in Praba's memory.

President Palmer led a moment of silence in memory of Praba.

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

**7. APPROVAL OF MINUTES:**

- a) **February 16, 2023 Regular Board Meeting**

Recommendation: Approve the February 16, 2023 Regular Board Meeting Minutes

Motion to Approve Minutes from February 16, 2023, as

Noted:	Martin
Second:	Luna
Yeas:	Palmer, Milobar, Martin, Luna, Cheng, Anabtawi, Keegan
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None

Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 23-04-01).

**8. DISCUSSION ITEMS:**

**a) April DCA Monthly Report**

*Informational Item*

Executive Director, Graham Bradner, presented an overview of the monthly board report. He started with Section 1: Worked Performed, highlighting that staff are continuing to process task orders, invoices, amendments, and purchase orders for the current Fiscal Year (FY). Staff have also started the budget development preparation for FY 2023/24 and intend to bring a draft of that budget to the board meeting in May. He reminded the Directors that the Board will be meeting monthly, opposed to bi-monthly, as the end of the fiscal year nears, to allow the Board to review the draft budget. In regard to Administration, staff continue efforts to support the Board meetings with remote Board participation.

On the Engineering front, the team continues to support DWR through the permitting processes by responding to any requests for clarification on the conceptual designs or any of the information that has been provided and evaluated through the impact analysis of the draft Environmental Impact Report (EIR). Additionally, the Engineering team is working closely with the Field Work team to assign the investigation programs locations, testing types, etcetera and that work will be ongoing through the rest of this calendar year. The investigations are completed under the Initial Study/Mitigated Negative Declaration (IS/MND) to support DWR's consideration of alternatives and to better develop Delta wide understanding of subsurface conditions.

Mr. Bradner continued to Section 2: Community Engagement, noting that there is a link within the monthly report to what is called "A Closer Look" series. These are a series of one (1) or two (2) page documents that focus on various features and concepts critical within the Delta Conveyance Project. The documents are now available for anyone to review and use.

Mr. Bradner moved on to Section 3: Budget, stating that the DCA has an approved FY 2022/23 budget of \$31.16M and just over \$30M is currently committed. Incurred to date is still tracking a bit under the projections for the year at just over \$15M. There is a positive variance, otherwise known as an underrun, for the year of approximately \$2M which is expected to fluctuate as the Spring investigation program begins.

Lastly, Mr. Bradner went over the program schedule which lays out the previously identified activities on a timeline. All the activities planned are on track with the exception of the Spring investigation program, which has been slightly delayed due to wet weather conditions, and the project definition reports. Staff will begin working on the reports if and when DWR recommends a final project within the EIR.

Director Martin inquired if the schedule for the project definition reports reflects the amount of funds spent on them.

Mr. Bradner informed the Board that the expenditures on that task do match the progress. An extensive effort was completed at the beginning of this calendar year to reassess all the various work items and staff ended up pulling back a fair amount of funding that was allocated to those

reports and put it back into the unallocated reserve to see if it was needed elsewhere within the program. As the end of the fiscal year approaches, work items become increasingly more definitive.

Director Anabtawi asked if there are any concerns with additional delays to the Spring investigation program given the extreme weather.

Mr. Bradner stated that he does not have any concerns regarding additional delays.

Director Cheng requested clarity on if there will be any overall impacts to the Spring investigation programs due to the delay, and whether the incurred cost resulting from the delay will be pushed to next year's budget.

Mr. Bradner confirmed that not all of the work will be completed this fiscal year so the uncompleted work will be de-scoped from this fiscal year's task order and budget, to be added next fiscal year.

Director Martin asked if the actual work is tracking well with the budget amounts that were estimated to perform the work.

Mr. Bradner informed the Board that the budget is currently on track for the work being completed under the IS/MND, however, this may change at a later date if there is a project alternative that moves forward, and more investigations are needed.

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

## **9. STAFF REPORTS AND ANNOUNCEMENTS:**

### **a. General Counsel's Report**

DCA General Counsel, Josh Nelson, provided the written report in the Board package. Mr. Nelson noted one thing that wasn't in the report, stating that there are a number of bills pending the legislature that would make some modifications to the Brown Act and potentially provide some additional flexibility, especially to large multi-agency Boards similar to the DCA's Board. It is a little early in the process to provide a full update on those as it is not certain which bills will move forward, however once an update is available, it will be brought to the Board.

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

### **b. Treasurer's Report**

A written report was provided in the Board package. Ms. Bernadette Robertson provided an update on DCA's Treasurer, Ms. Katano Kasaine's behalf.

Ms. Robertson informed the Board that the reports cover February 2023 and March 2023. The beginning cash balance on February 1, 2023 was \$951,675. Approximately \$4.5M was received as

contributions from DWR of which approximately \$4.9M was disbursed. As of March 31, 2023, the ending cash balance was \$562,514.

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

**c. DWR Environmental Manager's Report**

A written report was provided in the Board package. DWR's Environmental Manager, Carrie Buckman, informed the Board that staff are continuing to work on the final EIR. Staff is responding to comments through a set of common responses that respond to recurring comments, as well as responding to each individual comment received. The objective is to have the final EIR complete at the end of this year. The Corps of Engineers is working on a similar process as their comment period closed in March, so they are still working to organize and collect all of their comment letters.

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

**d. Verbal Reports**

Director Luna expressed his public appreciation for DCA and DWR staff coordinating a tour of the proposed project sites three weeks ago in preparation for his state water tour. He stated that it was a really great opportunity to put his feet on the ground of the proposed Delta Conveyance Project sites. It was very informative and educational and makes him a better ambassador for the work that the DCA is performing.

Director Martin thanked the Board Clerk and IT Staff for coordinating the hybrid Board meeting with remote Boardroom participation.

President Palmer echoed Director Martin's comment.

Director Cheng shared the tremendous news that DWR released that this is the first time that we have received 100 percent State Water Project allocation. It reemphasizes the importance of the Delta Conveyance Project as a way to convey and store water.

President Palmer added that she has hesitated to state that California is out of the drought and California faces climate change, extremes, and uncertainties that can easily change the state of drought. This project is a part of planning for the future.

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

**10. FUTURE AGENDA ITEMS:**

None.

**11. ADJOURNMENT:**

President Palmer adjourned the meeting at 2:53 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 87014233864, <https://dcdca-org.zoom.us/j/87014233864?from=addon>



**DCA**

DELTA CONVEYANCE DESIGN  
& CONSTRUCTION AUTHORITY

# Monthly Board Report

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

**1**

SUMMARY OF  
WORK

**2**

COMMUNITY  
ENGAGEMENT

**3**

BUDGET

**4**

CONTRACTS

**5**

SCHEDULE

Agenda Item 7a



**MAY 2023**

(ACTIVITIES IN APRIL)

# Section 1 | Work Performed (April 2023 Activities)

**Program Management.** The team continued program-wide support activities and implementation of the Program Management Information System.

- Continued processing invoices for FY22/23
- Development and processing of Task Orders, Task Order Amendments and Purchase Orders for FY22/23
- Development of Funding Management in e-Builder
- Support vendors with invoice submission and contract amendment requests
- Continue development of Standard Operating Procedures (SOPs) and Management Plans
- Support contract managers with financial forecasting and cashflow projections
- Continue development of master programmatic schedule
- Continue Organizational Growth Implementation Plan and transition activities
- Continue assisting with budget preparation and Procurement Strategy planning for FY23/24

support functions including IT support, in-person and virtual meetings and social media content/updates

- Supported DCA Board of Directors and coordination of DCA events
- Preparation for remote Director participation for Board meetings per Brown Act requirements
- Coordination of DCA Change Board meetings/actions
- DCA Website review and updates
- Pushed DCA updates via social media outlets, created reminders about resource materials
- Procurement activities for Risk Management Software
- Activities supporting Organizational Growth Implementation Plan
- Continue FY23/24 budget preparation and contract activities
- Logistical support for project alignment tours

**Engineering.** The engineering team primarily focused on supporting the Department of Water Resources (DWR) Delta Conveyance Office (DCO) permitting efforts while also continuing to develop and progress engineering studies.

- Responded to requests for information (RFIs) from DCO environmental team regarding conceptual designs, geographic information systems (GIS) features, and/or quantities
- Continued providing support to DCO in reviewing and responding to comments received on the Draft Environmental Impact Report (DEIR) during the public comment period

- Assisted with communications, tour planning, curating outreach materials, and intern program planning.
- Progressed engineering studies to document concepts for consideration during potential future design phases
- Continued assisting DWR with agency and utility coordination activities
- Continued review of existing Delta-wide subsurface information
- Began review of Draft 2022 Geotechnical Data Report (GDR)
- FY23/24 budget preparation activities

**Field Work.** The field work team continued efforts to collect data to support evaluation of Delta-wide subsurface conditions and validation of parameters assumed during development of conceptual designs.

- Began incorporating comments into Final Geotechnical Data Report (GDR) documenting the results of the Spring, Summer, and Fall 2022 Investigation Programs
- Continued coordination with field teams to plan and schedule borings and CPTs, and review permitting requirements for the Spring 2023 Investigation Program
- Continued coordination of Temporary Entrance Permits (TEPs) required for the Spring 2023 Investigation Programs
- Continued coordination of Court Ordered Entry (COE) documentation and TEPs required for the Summer and Fall 2023 Investigation Programs
- Continued development of FY23/24 task order scopes and budgets for Geotechnical Contractor, Right-of-way Consultants, and Environmental Consultant



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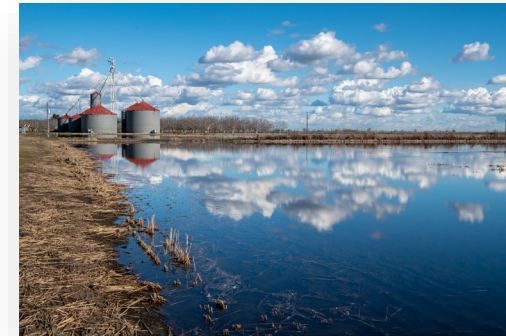
# Section 1 | One Month Look-Ahead (May 2023 Activities)

## Program Management

- Continue processing invoices for FY22/23
- Continue development and processing of Task Orders, Task Order Amendments and Purchase Orders for FY22/23
- Continue development of Funding Management in e-Builder
- Support vendors with invoice submission and contract amendment requests
- Continue development of SOPs/Management Plans
- Support contract managers with financial forecasting and cashflow projections
- Continue development of master programmatic schedule
- Continue development of Organizational Growth Implementation Plan and transition
- Finalize budget preparation and procurement planning for FY23/24

## Administration

- Continue support to DCA office including all Administrative, Facility and IT functions
- Continue support for DCA Board of Directors meetings and monthly report generation
- Continue coordination of DCA Change Control Board meetings/actions
- Continue support for stakeholder engagement and outreach efforts
- Continue support for DCA Procurement Activities
- Continue to manage and coordinate content for Social Media outlets
- Support for Risk Management Software Procurement
- Activities supporting Organizational Growth Implementation Plan
- FY23/24 Budget preparation activities
- FY23/24 Agreement, Task Order and Purchase Order preparation



## Engineering

- Continue to respond to requests for clarification on conceptual designs, GIS features and/or quantities from DWR environmental team
- Continue reviewing and responding to comments received on the Draft Environmental Impact Report (DEIR) during the public comment period
- Continue review of right-of-way information associated with proposed project
- Continue assisting DWR with agency and utility coordination activities
- Continue review of existing Delta-wide subsurface information
- Continue providing engineering support to the Spring 2023 Geotechnical Investigation Program
- Continue supporting DCA programmatic activities and development of FY23/24 budgets and task orders

## Field Work

- Finish incorporating comments into Final GDR documenting the results of the Spring, Summer, and Fall 2022 Investigation Programs
- Continue coordination with field teams to plan and schedule borings and CPTs, and review permitting requirements for the 2023 Investigation Programs
- Continue coordination of COEs and TEPs required for the 2023 Investigation Programs
- Continue supporting development of FY23/24 budgets and task orders

## Section 2 | Community Engagement

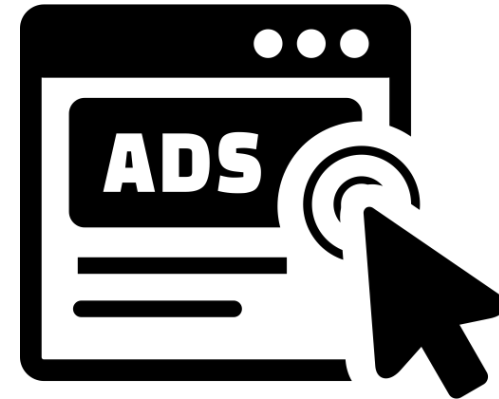
### DCA Social Media Updates – April 2023



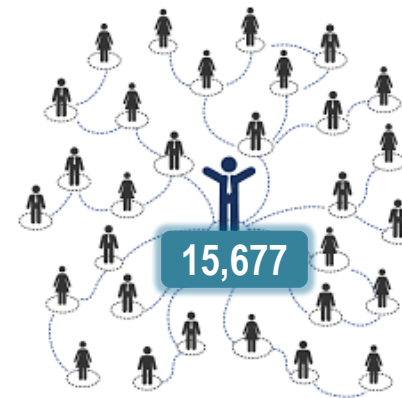
- The DCA Facebook page has 2,083 followers



- The DCA Facebook Like Campaign engaged 2,097 people



- DCA Facebook ads garnered 12,809 video plays



- The DCA Facebook page received 15,677 impressions

## Section 3 | Budget

**Budget.** The FY22/23 DCA budget has been approved and is \$31.16M (Table 1). We have revised our forecast and are currently forecasting an Estimate at Completion budget of \$27.5M (Table 1). The DCA has committed \$30.28M (details in Table 2) and has incurred \$17.4M in expenditures through the end of April (details in Table 2). Actual and planned cash flow curves are shown in Figure 1.

**Table 1 | Monthly Budget Summary (FY 22/23)**

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
<b>Program Management Office</b>						
Executive Office	\$ 3,638,955	\$ 4,516,766	\$ 2,759,385	\$ 1,498,117	\$ 2,423,237	\$ (2,093,529)
Community Engagement	904,160	787,137	533,242	317,294	469,396	(317,740)
Program Controls	2,062,255	2,940,624	2,940,624	1,829,832	2,940,624	0
Administration	2,721,210	2,768,336	2,846,921	2,151,606	2,769,663	1,327
Procurement and Contract Administration	87,175	222,714	211,286	178,079	196,286	(26,428)
Property	490,160	512,354	515,720	438,475	670,748	158,394
Permitting Management	589,245	462,433	462,428	333,570	462,433	0
Health and Safety	50,595	50,592	50,592	16,898	50,592	0
Quality Management	62,020	127,153	127,153	95,034	127,153	0
Sustainability	39,000	36,480	36,480	25,087	36,480	0
<b>Program Initiation Office</b>						
Engineering	12,785,225	11,156,401	11,156,389	6,382,616	9,145,394	(2,011,007)
Fieldwork	7,733,720	7,582,730	8,641,112	4,109,239	8,247,112	664,382
	<b>\$ 31,163,720</b>	<b>\$ 31,163,720</b>	<b>\$ 30,281,331</b>	<b>\$ 17,375,847</b>	<b>\$ 27,539,119</b>	<b>\$ (3,624,601)</b>

## Section 3 | Budget *continued*

Table 2 | FY 22/23 Budget Detail

Work Breakdown Structure	Original Budget	Current Budget	Commitments	Pending Commitments	Actuals Received	Remaining Budget	% of Budget Remaining	Estimate at Completion	Variance (Surplus)/Deficit
<b>Delta Conveyance</b>	\$ 31,163,720	\$ 31,163,720	\$ 30,281,331	\$ -	\$ 17,375,847	\$ 13,787,873	56%	\$ 27,539,119	\$ (3,624,601)
<b>Executive Office</b>	3,638,955	4,516,766	2,759,385	-	1,498,117	3,018,649	33%	2,423,237	(2,093,529)
Management	1,751,265	1,646,600	1,620,093	-	1,080,139	566,461	66%	1,620,010	(26,590)
Legal	699,095	699,095	699,091	-	192,693	506,402	28%	339,095	(360,000)
Audit	30,000	30,000	25,000	-	25,000	5,000	83%	25,000	(5,000)
Treasury	297,115	297,115	303,836	-	144,401	152,714	49%	187,652	(109,463)
Human Resources	111,480	111,480	111,365	-	55,884	55,596	50%	111,480	-
Undefined Allowance	750,000	1,732,476	-	-	-	1,732,476	0%	140,000	(1,592,476)
<b>Community Engagement</b>	904,160	787,137	533,242	-	317,294	469,843	40%	469,396	(317,740)
Management	281,665	225,760	224,877	-	145,646	80,114	65%	189,877	(35,884)
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	372,495	311,376	308,365	-	171,648	139,728	55%	279,520	(31,857)
<b>Program Controls</b>	2,062,255	2,940,624	2,940,624	-	1,829,832	1,110,793	62%	2,940,624	-
Management	525,330	524,983	524,983	-	360,329	164,654	69%	524,983	-
Cost Management	659,875	644,649	644,649	-	456,378	188,272	71%	644,649	-
Schedule Management	201,000	583,170	583,170	-	286,475	296,695	49%	583,170	-
Document Management	336,000	336,000	336,000	-	246,750	89,250	73%	336,000	-
Governance	340,050	851,822	851,822	-	479,900	371,922	56%	851,822	-
<b>Administration</b>	2,721,210	2,768,336	2,846,921	-	2,151,606	616,730	78%	2,769,663	1,327
Management	659,340	659,340	658,665	-	487,741	171,599	74%	659,370	30
Facilities	1,306,340	1,353,467	1,504,934	-	1,225,976	127,491	91%	1,347,316	(6,151)
Information Technology	755,530	755,529	683,322	-	437,889	317,640	58%	762,977	7,448
<b>Procurement and Contract Administration</b>	87,175	222,714	211,286	-	178,079	44,635	80%	196,286	(26,428)
Procurement Management	87,175	222,714	211,286	-	178,079	44,635	80%	196,286	(26,428)

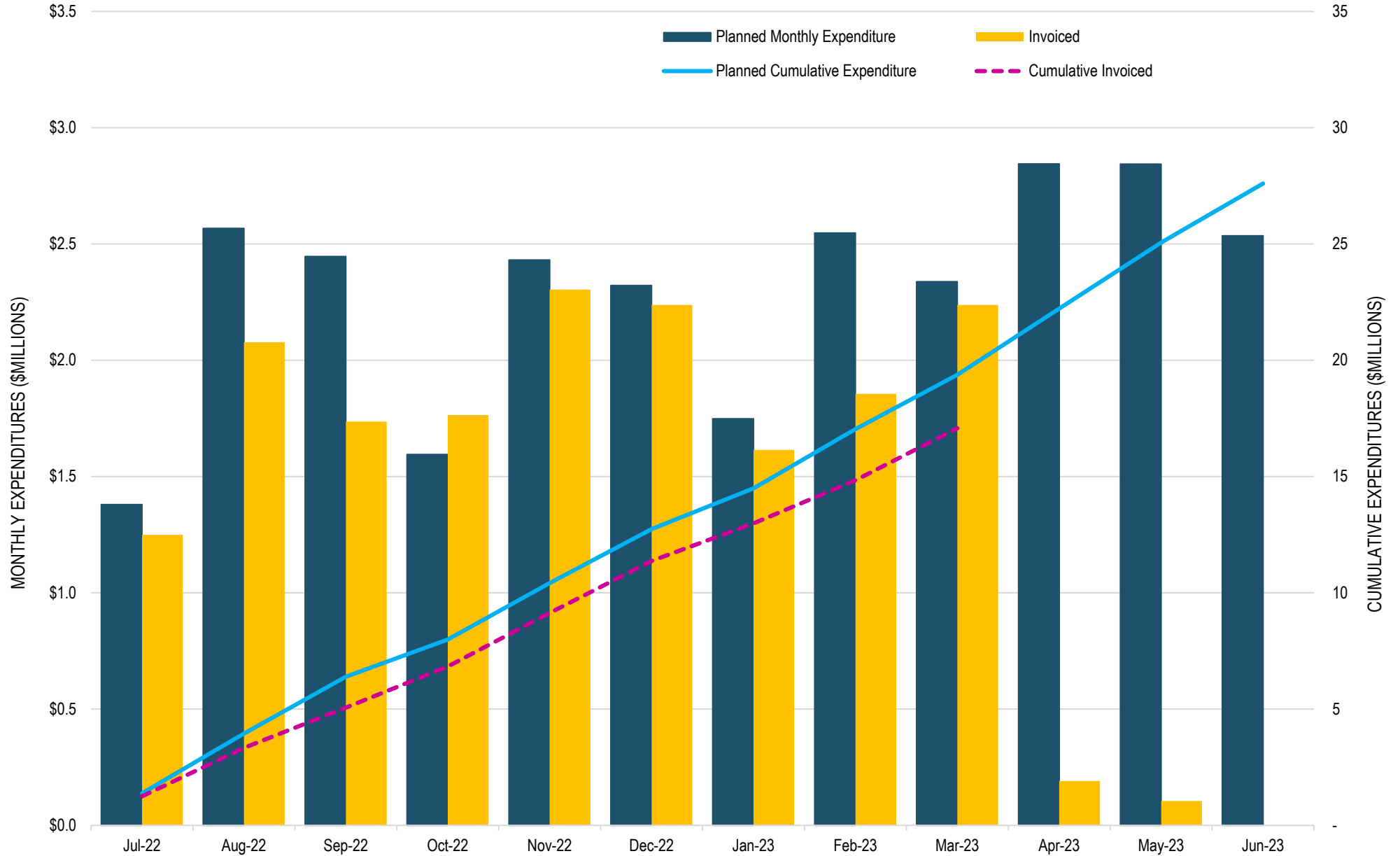
## Section 3 | Budget *continued*

**Table 2 | FY 22/23 Budget Detail**

Work Breakdown Structure	Original Budget	Current Budget	Commitments	Pending Commitments	Actuals Received	Remaining Budget	% of Budget Remaining	Estimate at Completion	Variance (Surplus)/Deficit
<b>Property</b>	<b>490,160</b>	<b>512,354</b>	<b>515,720</b>	<b>-</b>	<b>438,475</b>	<b>73,879</b>	<b>86%</b>	<b>670,748</b>	<b>158,394</b>
Management	140,160	162,354	162,354	-	152,662	9,692	94%	261,354	99,000
Property Agents	300,000	300,000	299,866	-	232,312	67,688	77%	340,894	40,894
Temporary Entrance Permits	50,000	50,000	53,500	-	53,500	(3,500)	107%	68,500	18,500
<b>Permitting Management</b>	<b>589,245</b>	<b>462,433</b>	<b>462,428</b>	<b>-</b>	<b>333,570</b>	<b>128,863</b>	<b>72%</b>	<b>462,433</b>	<b>-</b>
Management	589,245	462,433	462,428	-	333,570	128,863	72%	462,433	-
<b>Health and Safety</b>	<b>50,595</b>	<b>50,592</b>	<b>50,592</b>	<b>-</b>	<b>16,898</b>	<b>33,694</b>	<b>33%</b>	<b>50,592</b>	<b>-</b>
Management	50,595	50,592	50,592	-	16,898	33,694	33%	50,592	-
<b>Quality Management</b>	<b>62,020</b>	<b>127,153</b>	<b>127,153</b>	<b>-</b>	<b>95,034</b>	<b>32,119</b>	<b>75%</b>	<b>127,153</b>	<b>-</b>
Management & Auditing	62,020	127,153	127,153	-	95,034	32,119	75%	127,153	-
<b>Sustainability</b>	<b>39,000</b>	<b>36,480</b>	<b>36,480</b>	<b>-</b>	<b>25,087</b>	<b>11,394</b>	<b>69%</b>	<b>36,480</b>	<b>-</b>
Management	39,000	36,480	36,480	-	25,087	11,394	69%	36,480	-
<b>Engineering</b>	<b>12,785,225</b>	<b>11,156,401</b>	<b>11,156,389</b>	<b>-</b>	<b>6,382,616</b>	<b>4,773,785</b>	<b>57%</b>	<b>9,145,394</b>	<b>(2,011,007)</b>
Management & Administration	997,695	1,024,637	1,024,633	-	747,465	277,173	73%	1,061,633	36,996
CEQA Engineering Support	2,555,065	1,727,465	1,727,458	-	664,761	1,062,705	38%	1,120,463	(607,002)
Facility Studies	7,448,095	7,819,928	7,819,928	-	4,953,051	2,866,878	63%	6,942,928	(877,000)
Project Definition Reports	1,784,370	584,370	584,370	-	17,340	567,030	3%	20,370	(564,000)
<b>Fieldwork</b>	<b>7,733,720</b>	<b>7,582,730</b>	<b>8,641,112</b>	<b>-</b>	<b>4,109,239</b>	<b>3,473,491</b>	<b>54%</b>	<b>8,247,112</b>	<b>664,382</b>
Management	1,349,355	1,390,706	669,514	-	460,415	930,291	33%	648,514	(742,193)
Geotechnical Work	5,711,380	5,711,380	7,490,954	-	3,336,662	2,374,718	58%	7,210,954	1,499,574
Environmental Monitoring	672,985	480,644	480,644	-	312,162	168,482	65%	387,644	(93,000)

## Section 3 | Budget *continued*

Figure 1 | FY 22/23 Cash Flow



## Section 4 | Contracts

**Contracts.** Table 3 summarizes the status of all active commitments within the DCA for the current fiscal year. Any pending or approved commitment changes are

summarized in Table 4. SBE/DVBE participation in major contracts is summarized in Table 5. Currently, there are is one active procurement, see Table 6.

**Table 3 | Contract Summary**

Contract Description	Commitment Amount	Pending Commitments	Invoiced to Date	Percent Invoiced
180005 - e-Builder, Inc.	\$ 132,250	\$ -	\$ 132,250	100%
180006 - Jacobs Engineering Group	\$ 12,276,158	\$ -	\$ 7,114,355	58%
180008 - Hamner, Jewell & Associates	\$ 39,972	\$ -	\$ 25,389	64%
180009 - Bender Rosenthal, Inc.	\$ 239,958	\$ -	\$ 196,353	82%
180010 - Associated Right of Way Services, Inc.	\$ 19,936	\$ -	\$ 10,570	53%
190005 - Baker Tilly US LLP	\$ 549,000	\$ -	\$ 448,169	82%
190009 - Parsons	\$ 5,457,447	\$ -	\$ 3,502,568	64%
190011 - GV/HI Park Tower Owner, LLC	\$ 1,204,972	\$ -	\$ 1,100,531	91%
190014 - Direct Technology	\$ 241,434	\$ -	\$ 139,197	58%
190015 - Audio Visual Innovations, Inc.	\$ 15,128	\$ -	\$ 10,283	68%
190019 - VMA Communications, Inc.	\$ 232,600	\$ -	\$ 153,600	66%
190021 - RingCentral	\$ 23,222	\$ -	\$ 23,222	100%
190022 - Caltronics Government Services	\$ 42,176	\$ -	\$ 18,663	44%

## Section 4 | Contracts *continued*

Table 3 | Contract Summary

Contract Description	Commitment Amount		Pending Commitments		Invoiced to Date	Percent Invoiced
190023 - JAMBO-Silvacom LTD	\$	34,920	\$	-	\$ 34,920	100%
200003 - Best Best & Krieger	\$	699,091	\$	-	\$ 192,693	28%
200013 - Metropolitan Water District of S. California	\$	474,110	\$	-	\$ 207,821	44%
200014 - Dept of Water Resources	\$	53,500	\$	-	\$ 53,500	100%
210018 - AECOM Technical Services	\$	7,783,397	\$	-	\$ 3,562,831	46%
210019 - Santa Clara Valley Water	\$	213,004	\$	-	\$ 155,161	73%
220002 - Gwendolyn Buchholz, Permit Engineer Inc	\$	150,000	\$	-	\$ 104,875	70%
220003 - KPMG LLP	\$	25,000	\$	-	\$ 25,000	100%
220005 - Keogh Multimedia	\$	15,600	\$	-	\$ 1,463	9%
220009 - Liberty Mutual	\$	50,000	\$	-	\$ 34,816	70%
220014 - onPar Advisors LLC	\$	77,371	\$	-	\$ 51,396	66%
220015 - Consolidated Communications, Inc.	\$	100,800	\$	-	\$ 17,429	17%
220016 - AT&T	\$	72,000	\$	-	\$ 9,882	14%
Agreements < \$15K	\$	58,287	\$	-	\$ 48,911	84%

## Section 4 | Contracts *continued*

**Table 4 | Commitment Changes**

There are no Commitment Changes for this period

**Table 5 | S/DVBE Status (FY 22/23)**

	Commitment Amount	Invoiced to Date	Percent Committed	Percent Invoiced
Delta Conveyance	\$ 30,281,331	\$ 17,375,847		
SBE Participation	2,121,299	1,602,734	7.0%	9.2%
DVBE Participation	\$ 150,000	\$ 142,660	0.5%	0.8%

Consultant	Current Commitment	Percent of Total Commitment	Invoiced to Date	Percent Invoiced SBE/DVBE	SBE/DVBE Status
<b>Jacobs Engineering Group</b>	<b>12,276,158</b>	<b>2.5%</b>	<b>7,114,335</b>	<b>3.5%</b>	
Anchor	150,000	1.2%	142,660	2.0%	SBE/DVBE
EETS	10,000	6.7%	-	0.0%	SBE
JMA	50,000	0.4%	33,673	0.5%	SBE
JASpezia	100,000	0.8%	75,933	1.1%	SBE
<b>Parsons</b>	<b>5,457,447</b>	<b>22.7%</b>	<b>3,502,568</b>	<b>27.0%</b>	
Chaves	1,171,520	21.5%	881,308	25.2%	SBE
Luster	65,137	1.2%	64,585	1.8%	SBE
<b>Associated Right of Way Services</b>	<b>19,936</b>	<b>100%</b>	<b>10,570</b>	<b>100%</b>	<b>SBE</b>
<b>Bender Rosenthal, Inc.</b>	<b>239,958</b>	<b>100%</b>	<b>196,353</b>	<b>100%</b>	<b>SBE</b>
<b>Caltronics Government Services</b>	<b>42,176</b>	<b>100%</b>	<b>18,663</b>	<b>100%</b>	<b>SBE</b>
<b>Hamner, Jewell &amp; Associates</b>	<b>39,972</b>	<b>100%</b>	<b>25,389</b>	<b>100%</b>	<b>SBE</b>
<b>VMA Communications</b>	<b>232,600</b>	<b>100%</b>	<b>153,600</b>	<b>100%</b>	<b>SBE</b>

**Table 6 | Contract Procurement Summary**

WBS	Contract Type	Planning/ Estimated Value	Annual Budget (FY 2022/23)	Pending Contract Value	Anticipated Term	Procurement Method	Procurement Start	Target NTP Date	Status
Risk Management Software	SaaS Agreement	\$ 500,000	\$ 60,000.00	TBD	3 year	Qualifications Based Selection	Dec-22	Jun-23	In Process

## Section 5 | Program Schedule

**Schedule.** The Program Management Office (PMO) continued program support activities as planned. The Engineering Team continued providing permitting support to the DCO and progressing supplemental concept validation studies. The team also supported various DCA programmatic activities, as well as field work activities. The Fieldwork Team continued planning efforts for the upcoming Spring 2023 and Summer 2023 investigation programs.



Disclaimer: This Program Sequence is for discussion purposes only and does not represent a decision by the DCA or DWR. Final decisions about the project will be made by DWR and will NOT be made until the concluding stages of the CEQA process.

## Board Memo

**Contacts:** Graham Bradner, Executive Director

**Date:** May 18, 2023 Board Meeting

**Item No.** 7b

**Subject:** Proposed Draft Budget for Fiscal Year 2023/24

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### Summary:

Attached to this memo is the DCA proposed draft budget for Fiscal Year 2023/24 including both a summary table as well as a more detailed itemized list. We will be presenting our final budget for Board approval at the June meeting. The proposed budget is \$39.9M.

Planned technical work in the upcoming year will largely be focused on the following tasks:

- Providing support to the Department of Water Resources (DWR) preparation of permit documents and applications and preparing responses to public comment on engineering aspects of project alternatives.
- Continued execution of our geotechnical program to better understand conditions across the Delta. The field data will help define or support current assumptions on surface and underground conditions. This data is critical to validating the conceptual design of many of the program components and providing additional information to DWR as it moves through its environmental review of the potential project.
- Consideration of a range of engineering concepts and procurement and contracting strategies to be further evaluated during future design phases.
- Continued development of DCA policies and procedures to support potential future program phases.

At this time, the FY 2023/24 budget includes an unallocated reserve of \$2M between planned expenditures and available funds. As appropriate, staff will update the Board regarding allocation of unallocated reserve for project implementation. The budget is in part based on an extrapolation of general operating costs from the fiscal years prior to the COVID pandemic. Some assumptions may be revisited in the coming weeks. Any recommended changes will be reflected in our final Annual Budget presented at the June meeting.

### Recommended Action:

Information, only.

### Attachments:

Attachment 1 – DCA Activities Slide

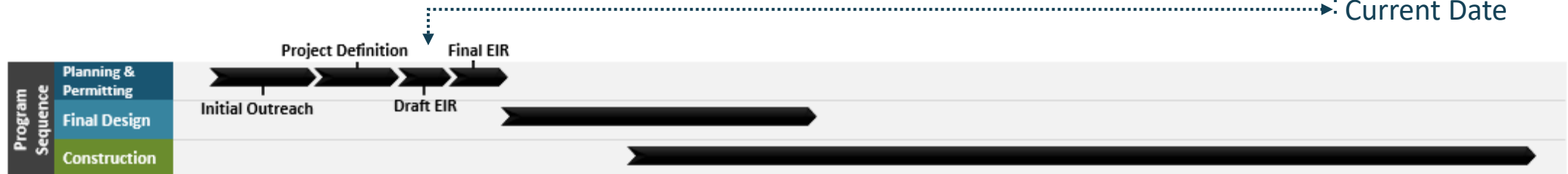
Attachment 2 – FY 2023/24 DRAFT Budget Summary Table

Attachment 3 – FY 2023/24 DRAFT Budget Detail

# Anticipated DCA Planning Phase Schedule

Project Schedule	2019	2020	2021	2022	2023	2024
<b>DCA Major Planning Activities</b>						
Program Set-up (Org, Systems, Procedures, etc.)						
Review Existing Information						
Central/Eastern/Bethany Conceptual Design						
Requests for Information or Design Changes (from DWR)						
Support DWR in Permit Preparation/Hearings						
Stakeholder Engagement						
Geotechnical Program						
Concept Validation Studies						
Program Development & Management						

Current Date



CODE	Description	Proposed FY 23/24 Budget \$
		<b>\$ 39,896,139</b>
<b>10</b>	<b>PROGRAM MANAGEMENT OFFICE</b>	<b>\$ 16,606,654</b>
100	PMO-Executive Office	\$ 5,342,168
110	PMO-Community Engagement	\$ 1,232,072
120	PMO-Program Controls	\$ 4,230,306
130	PMO-Administration	\$ 3,222,539
140	PMO-Procurement and Contract Administration	\$ 555,508
150	PMO-Property	\$ 570,364
160	PMO-Permitting Management	\$ 489,208
170	PMO-Health and Safety	\$ 488,585
180	PMO-Quality Management	\$ 391,560
190	PMO-Sustainability	\$ 84,344
<b>30</b>	<b>PROGRAM INITIATION</b>	<b>\$ 23,289,485</b>
300	PI-Engineering	\$ 15,656,019
310	PI-Fieldwork	\$ 7,633,466

*Note: Numbers are rounded to the nearest dollar*

CODE	Description	Proposed FY23/24 Budget
		<b>\$ 39,896,139</b>
<b>10</b>	<b>PROGRAM MANAGEMENT OFFICE</b>	<b>\$ 16,606,654</b>
<b>100</b>	<b>PMO-Executive Office</b>	<b>\$ 5,342,168</b>
<b>1000</b>	<b>EO-Management</b>	
10001	EO-Executive Office	\$ 1,113,120
10002	EO-Chief Engineer	\$ 1,099,760
<b>1005</b>	<b>EO-General Counsel</b>	
10050	EO-General Counsel	\$ 525,000
<b>1015</b>	<b>EO-Audit</b>	
10150	EO-Audit	\$ 18,000
<b>1020</b>	<b>EO-Treasury</b>	
10200	EO-Treasury	\$ 299,608
<b>1025</b>	<b>EO-Human Resources</b>	
10250	EO-Human Resources	\$ 246,680
<b>1090</b>	<b>EO-Undefined Allowance</b>	
10900	EO-Undefined Allowance	\$ 2,000,000
UDA-10000	EO-Undefined Allowance	\$ 2,000,000
<b>110</b>	<b>PMO-Community Engagement</b>	<b>\$ 1,232,072</b>
<b>1100</b>	<b>CE-Management</b>	
11000	CE-Management	\$ 406,072
<b>1110</b>	<b>CE-Community Coordination</b>	
11001	CE-Community Liaison	\$ 250,000
<b>1115</b>	<b>CE-Outreach</b>	
11002	CE-Stakeholder Engagement	\$ 379,400
11003	CE-Social Media	\$ 196,600
<b>120</b>	<b>PMO-Program Controls</b>	<b>\$ 4,230,306</b>
<b>1200</b>	<b>PCTRL-Management</b>	
12000	PCTRL-Management	\$ 682,311
<b>1205</b>	<b>PCTRL-Risk Mgt</b>	
12001	PCTRL-Risk Mgt	\$ -
<b>1210</b>	<b>PCTRL-Cost Mgt</b>	
12002	PCTRL-Cost Mgt	\$ 823,085
<b>1215</b>	<b>PCTRL-Schedule Mgt</b>	
12003	PCTRL-Schedule Mgt	\$ 1,367,850
<b>1220</b>	<b>PCTRL-Document Mgt</b>	
12004	PCTRL-Document Mgt	\$ 436,560
<b>1230</b>	<b>PCTRL-Program Governance</b>	
12006	PCTRL-Program Governance	\$ 920,500
<b>130</b>	<b>PMO-Administration</b>	<b>\$ 3,222,539</b>
<b>1300</b>	<b>AD-Management</b>	
13000	AD-Management	\$ 917,760
<b>1305</b>	<b>AD-Facilities</b>	
13001	AD-Office Rent	\$ 1,253,611

CODE	Description	Proposed FY23/24 Budget
13002	AD-Office Furniture	\$ 12,000
13003	AD-Office Supplies	\$ 30,500
13005	AD-Office Utilities	\$ 125,850
<b>1310</b>	<b>AD-Information Technology</b>	
13006	AD-IT Services	\$ 502,319
13007	AD-IT Software	\$ 282,399
13008	AD-IT Hardware	\$ 98,100
<b>140</b>	<b>PMO-Procurement and Contract Administration</b>	\$ 555,508
<b>1405</b>	<b>PCA-Management</b>	
14000	PCA-Management	\$ 555,508
<b>150</b>	<b>PMO-Property</b>	\$ 570,364
<b>1500</b>	<b>PY-Management</b>	
15000	PY-Management	\$ 115,364
<b>1505</b>	<b>PY-Property Agents</b>	
15001	PY-Property Agents	\$ 355,000
<b>1510</b>	<b>PY-Temporary Entrance Permits</b>	
15002	PY-Temporary Entrance Permits	\$ 100,000
<b>160</b>	<b>PMO-Permitting Management</b>	\$ 489,208
<b>1600</b>	<b>PM-Management</b>	
16000	PM-Management	\$ 489,208
<b>170</b>	<b>PMO-Health and Safety</b>	\$ 488,585
<b>1700</b>	<b>HS-Management</b>	
17000	HS-Management	\$ 488,585
<b>180</b>	<b>PMO-Quality Management</b>	\$ 391,560
<b>1800</b>	<b>QM-Management &amp; Auditing</b>	
18000	QM-Management & Auditing	\$ 391,560
<b>190</b>	<b>PMO-Sustainability</b>	\$ 84,344
<b>1900</b>	<b>ST-Management</b>	
19000	ST-Management	\$ 84,344
<b>30</b>	<b>PROGRAM INITIATION</b>	\$ 23,289,485
<b>300</b>	<b>PI-Engineering</b>	\$ 15,656,019
<b>3000</b>	<b>PIE-Management &amp; Administration</b>	
30000	PIE-Management & Administration	\$ 1,019,495
<b>3005</b>	<b>PIE-CEQA Engineering Support</b>	
30001	PIE-CEQA Engineering Support	\$ 941,432
<b>3010</b>	<b>PIE-Facility Studies</b>	
30002	PIE-Facility Studies	\$ 8,831,836
	<b>PIE-Project Definition Reports</b>	
	PIE-Project Definition Reports	\$ 4,863,256
<b>3090</b>	<b>PIE-Undefined Allowance</b>	
30900	PIE-Undefined Allowance	\$ -
<b>310</b>	<b>PI-Fieldwork</b>	\$ 7,633,466
<b>3100</b>	<b>PIF-Management</b>	

CODE	Description	Proposed FY23/24 Budget
31000	PIF-Management	\$ 1,399,135
<b>3105</b>	<b>PIF-Geotechnical Work</b>	
31001	PIF-Geotechnical Work	\$ 5,800,000
<b>3110</b>	<b>PIF-Surveying</b>	
31002	PIF-Surveying	\$ -
<b>3115</b>	<b>PIF-Environmental Monitoring</b>	
31003	PIF-Environmental Monitoring & Surveying	\$ 434,331

*Note: Numbers are rounded to the nearest dollar*

## Board Memo

**Contacts:** Josh Nelson, General Counsel

**Date:** May 18, 2023 Board Meeting

**Item No. 7c**

**Subject:**

Consider Passing Resolution Approving the Fifth Amendment to the Baker Tilly US, LLP Agreement for Executive Director Services

**General:**

The Board of Directors contracts with Baker Tilly US, LLP for Executive Director services. This agreement was initially executed in March 2019 and will expire in March 2024. To ensure that the DCA can issue a task order for the next fiscal year, the proposed amendment would extend the term of the agreement. Similar to the proposed amendments for Jacobs and Parsons on the agenda for this meeting, staff proposes to extend the term of the agreement to June 30, 2029.

The proposed amendment makes several other changes. First, Nina Hawk from Metropolitan Water District will be acting as the Agreement Administrator going forward. Second, staff recommends modifying the insurance cancellation language to ensure consistency with other similar agreements. Third, Baker Tilly's compensation has not increased since Graham Bradner became the named Executive Director in 2021. Given the significant inflationary increases since that time, this amendment proposes to increase the monthly compensation amount to \$48,060. Future increases could be granted by the Board in its discretion.

Enclosed are clean and redline drafts of the Fifth Amendment to the Agreement for Executive Director Services.

**Recommended Action:**

Adopt the attached Resolution authorizing the President to execute the enclosed Fifth Amendment to the Agreement for Executive Director Services.

**Attachments:**

Attachment 1 - Resolution 23-XX

Exhibit A - Fifth Amendment to the Agreement for Executive Director Services

Attachment 2 – Redline of draft Fifth Amendment

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
RESOLUTION NO. 23-XX

Introduced by Director XXXX

Seconded by Director XXXX

*FIFTH AMENDMENT TO AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES*

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Baker Tilly US, LLP through its predecessor in interest (Consultant) entered into an Agreement for Executive Director Services (Agreement), as subsequently amended; and

Whereas, the parties wish to extend and otherwise amend the Agreement as set forth below; and

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

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

\* \* \* \* \*

This Resolution was passed and adopted this \_\_\_\_<sup>th</sup> day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

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Sarah Palmer, Board President

---

Gary Martin, Board Secretary

EXHIBIT A

Fifth Amendment to  
Agreement for Executive Director Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
FIFTH AMENDMENT TO AGREEMENT NO. 190005  
FOR CONSULTING SERVICES

This amendment to Agreement No. 190005, hereinafter referred to as Fifth Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, BAKER TILLY US, LLP, hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between DCA and Consultant, an agreement for services dated March 8, 2019 and amended as set forth in that First, Second, Third, and Fourth Amendments, and hereinafter referred to as Agreement.
2. The parties desire to amend the Agreement to extend the term of the Agreement and make other modifications to the terms and conditions as noted below.

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

Terms of Agreement

1. Effective Date. This Fifth Amendment is effective as of July 1, 2023.
2. Amendment. Section 2 of the Agreement is amended to read in full as set forth below:

2. Time and Term.

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect upon execution by both parties and shall expire on June 30, 2029, subject to earlier termination pursuant to the termination provisions set forth herein.

The parties may extend this Agreement for one additional five (5) year term, or portion thereof, by mutual written agreement.

3. Amendment. Section 3.a of the Agreement is amended to read in full as set forth below:
- a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates **Ms. Nina Hawk** as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.
4. Amendment. Section 9.a of the Agreement is amended to read in full as set forth below:
- a. Consultant shall submit monthly invoices to the DCA's Accounts Payable Section, whose email address is **DCAInvoices@mwdh2o.com**, and provide a copy to the Agreement Administrator at the email address identified with written notice to Consultant. Consultant address change must be submitted in writing to the DCA at **doccontrol@dcdca.org**. Without proper notification of an address change, Consultant's invoice payment may be delayed.
5. Amendment. Section 20.c.iv of the Agreement is amended to read in full as set forth below:
- 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.
6. Amendment. The attached Exhibit C: FEE SCHEDULE shall replace the existing Exhibit C to the Agreement in its entirety as of the effective date of this Fifth Amendment.
7. Continuing Effect of Agreement. This Fifth Amendment modifies the Agreement only as expressly set forth above. This Fifth Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
8. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.
9. Severability. If any portion of this Fifth Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full

force and effect.

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

11. Venue. This Fifth Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

12. Counterparts. This Fifth Amendment may be signed in counterparts, each of which shall constitute an original.

***SIGNATURES ON FOLLOWING PAGE***

SIGNATURE PAGE TO FOURTH AMENDMENT TO AGREEMENT NO. 190005

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

THE DCA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

BAKER TILLY US, LLP

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit C: FEE SCHEDULE**

Consultant shall perform services under this Agreement at the following rates:

Executive Director Services – Monthly flat rate of \$48,060.

Consultant shall be entitled to reimbursement for record duplication expenses necessary to comply with an audit conducted pursuant to Section 21 of the Agreement at the rate of \$0.12 per page not to exceed the aggregate sum of \$500.

Additional services, if approved in writing by the DCA, shall be performed on a time and materials basis at the following rates:

<b>Position</b>	<b>Hourly Rate</b>
<b>Senior Partner</b>	\$250
<b>Partner</b>	\$225
<b>Senior Manager</b>	\$175
<b>Senior Management Advisor</b>	\$155
<b>Management Advisor</b>	\$105
<b>Administrative Services Manager</b>	\$100
<b>Management Analyst</b>	\$85
<b>Administrative Assistant</b>	\$50

The DCA Board of Directors may authorize cost of living or other increases in the above rates with written notice to Consultant.



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
FIFTH AMENDMENT TO AGREEMENT NO. 190005  
FOR CONSULTING SERVICES

This amendment to Agreement No. 190005, hereinafter referred to as Fifth Amendment, is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, BAKER TILLY US, LLP, hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between DCA and Consultant, an agreement for services dated March 8, 2019 and amended as set forth in that First, Second, Third, and Fourth Amendments, and hereinafter referred to as Agreement.
2. The parties desire to amend the Agreement to extend the term of the Agreement and make other modifications to the terms and conditions as noted below.

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

Terms of Agreement

1. Effective Date. This Fifth Amendment is effective as of July 1, 2023.
2. Amendment. Section 2 of the Agreement is amended to read in full as set forth below:

2. Time and Term.

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect upon execution by both parties and shall ~~expire on June 30, 2029,~~

subject to earlier termination pursuant to the termination provisions set forth herein. The parties may extend this Agreement for one additional five (5) year term, or portion thereof, by mutual written agreement.

**Deleted:** have a term of five (5) years

3. Amendment. Section 3.a of the Agreement is amended to read in full as set forth below:

a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates **Ms. Nina Hawk** as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.

Deleted: r

Deleted: Shane Chapman

4. Amendment. Section 9.a of the Agreement is amended to read in full as set forth below:

a. Consultant shall submit monthly invoices to the DCA's Accounts Payable Section, whose email address is **DCAInvoices@mwdh2o.com**, and provide a copy to the Agreement Administrator at **the email address identified with written notice to Consultant**, Consultant address change must be submitted in writing to the DCA at **doccontrol@dcda.org**. Without proper notification of an address change, Consultant's invoice payment may be delayed.

Deleted: , ShaneChapman@dcda.org

5. Amendment. Section 20.c.iv of the Agreement is amended to read in full as set forth below:

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.

Deleted: sixty

Deleted: 6

6. Amendment. The attached Exhibit C: FEE SCHEDULE shall replace the existing Exhibit C to the Agreement in its entirety as of the effective date of this Fifth Amendment.

7. Continuing Effect of Agreement. This Fifth Amendment modifies the Agreement only as expressly set forth above. This Fifth Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

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

9. Severability. If any portion of this Fifth Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full

force and effect.

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

11. Venue. This Fifth Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

12. Counterparts. This Fifth Amendment may be signed in counterparts, each of which shall constitute an original.

***SIGNATURES ON FOLLOWING PAGE***

SIGNATURE PAGE TO FOURTH AMENDMENT TO AGREEMENT NO. 190005

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

THE DCA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

BAKER TILLY US, LLP

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit C: FEE SCHEDULE

Consultant shall perform services under this Agreement at the following rates:

Executive Director Services – Monthly flat rate of \$~~48,060~~.

**Deleted:** 44,500

Consultant shall be entitled to reimbursement for record duplication expenses necessary to comply with an audit conducted pursuant to Section 21 of the Agreement at the rate of \$0.12 per page not to exceed the aggregate sum of \$500.

Additional services, if approved in writing by the DCA, shall be performed on a time and materials basis at the following rates:

Position	Hourly Rate
Senior Partner	\$250
Partner	\$225
Senior Manager	\$175
Senior Management Advisor	\$155
Management Advisor	\$105
Administrative Services Manager	\$100
Management Analyst	\$85
Administrative Assistant	\$50

**Deleted:** Special Advisor (Kathryn Mallon)

The DCA Board of Directors may authorize cost of living or other increases in the above rates with written notice to Consultant.

**Deleted:** By this Amendment and for a period of ninety (90) days from its effective date, the DCA approves as needed, on call services of Ms. Kathryn Mallon as requested by the Executive Director at the above rate. After the initial ninety (90) day period, Ms. Mallon may provide further on call support as requested by the Executive Director not to exceed ten (10) hours per month.

## Board Memo

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

**Date:** May 18, 2023 Board Meeting

**Item No. 7d**

**Subject:**

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

**General:**

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

Under the Agreement, as subsequently amended, Consultant provides key services required by DCA during the on-going Planning Phase as the DCA provides engineering and related support to the Department of Water Resources as it considers a potential Delta Conveyance Project. As the initial term of the Agreement will expire in less than one year, staff recommends that the Board extend the term of the Agreement to ensure the seamless continuation of these important services required by DCA. Extending the term of the Agreement is in the best interest of DCA.

Enclosed is a draft Fifth Amendment to the Agreement for Engineering Design Manager Services that will extend the term of the Agreement for an additional five-year term, through June 30, 2029. A redline is not provided as the amendment only extends the term and clarifies the Consultant's hourly compensation structure.

**Recommended Action:**

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed Fifth Amendment to the Agreement for Engineering Design Manager Services.

**Attachments:**

Attachment 1 - Resolution 23-XX

Exhibit A - Fifth Amendment to the Agreement for Engineering Design Manager Services

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
RESOLUTION NO. 23-XX

Introduced by Director XXXX

Seconded by Director XXXX

***FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN MANAGER SERVICES***

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

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

Whereas, Consultant provides key services required by DCA; and

Whereas, in light of Consultant's knowledge and experience, DCA desires to extend the term of the Agreement for the continued provision of Consultant's services; and

Whereas, extending the term of the Agreement is in the best interest of DCA; and

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

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

\* \* \* \* \*

This Resolution was passed and adopted this \_\_\_<sup>th</sup> day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

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Sarah Palmer, Board President

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Gary Martin, Board Secretary

EXHIBIT A

Fifth Amendment to  
Agreement for Engineering Design Manager Services

[attached behind this page]



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

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

Explanatory Recitals

1. There is now in effect between the parties an agreement for services dated January 11, 2019 as amended by that First Amendment effective as of April 25, 2019, that Second Amendment effective as of November 25, 2019, that Third Amendment effective as of July 1, 2020, and that Fourth Amendment effective as of February 8, 2021, hereinafter referred to as Agreement.
2. The parties desire to amend the Agreement with this Fifth Amendment to extend the term of the Agreement.

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

Terms of Agreement

1. Effective Date. This Fifth Amendment is effective as of July 1, 2023.
2. Amendment. Article 2 of the Agreement is amended to read in full as follows:
  2. Time and Term.

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

3. Amendment. Subsection 7.a of the Agreement is hereby amended to read in full as follows:

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

4. Continuing Effect of Agreement. This Fifth Amendment modifies the Agreement only as expressly set forth above. This Fifth Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

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

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

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

7. Venue. This Fifth Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

8. Counterparts. This Fifth Amendment may be signed in counterparts, each of which shall constitute an original.

/////

**Signature Page**

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

Jacobs Engineering Group Inc.

THE DCA

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Graham Bradner  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Board Memo

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

**Date:** May 18, 2023 Board Meeting

**Item No. 7e**

**Subject:**

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

**General:**

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

Under the Agreement, as subsequently amended, Consultant provides key services required by DCA and has developed significant institutional knowledge of DCA's programs and operational and management requirements. As the initial term of the Agreement will expire in less than one year, staff recommends that the Board extend the term of the Agreement to ensure the seamless continuation of these important services required by DCA. Extending the term of the Agreement is in the best interest of DCA.

Enclosed is a draft Third Amendment to the Agreement for Program Management and Associated Design and Construction Program Management Support Services that will extend the term of the Agreement for an additional five-year term, through June 30, 2029. A redline is not provided as the amendment only extends the term and clarifies the Consultant's hourly compensation structure.

**Recommended Action:**

Adopt the attached Resolution authorizing the Executive Director to execute the enclosed Third Amendment to the Agreement for Program Management and Associated Design and Construction Program Management Support Services.

**Attachments:**

Attachment 1 - Resolution 23-XX

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

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
RESOLUTION NO. 23-XX

Introduced by Director XXXX

Seconded by Director XXXX

***THIRD AMENDMENT TO AGREEMENT FOR  
PROGRAM MANAGEMENT AND ASSOCIATED DESIGN AND CONSTRUCTION PROGRAM  
MANAGEMENT SUPPORT SERVICES***

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

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

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

Whereas, in light of Consultant's knowledge and experience, DCA desires to extend the term of the Agreement for the continued provision of Consultant's services; and

Whereas, extending the term of the Agreement is in the best interest of DCA; and

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

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

\* \* \* \* \*

This Resolution was passed and adopted this \_\_\_<sup>th</sup> day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Sarah Palmer, Board President

Attest:

---

Gary Martin, Board Secretary

**EXHIBIT A**

**Third Amendment to  
Agreement for Program Management and Associated Design and Construction Program  
Management Support Services**

[attached behind this page]



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

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

Explanatory Recitals

1. There is now in effect between the parties an agreement for services dated May 7, 2019.
2. The parties have entered into an Amendment No. 1 dated July 1, 2020 for the purpose of amending the compensation, invoice requirements, and notices.
3. The parties have entered into an Amendment No. 2, dated October 13, 2022, for the purpose of further amending the compensation provisions.
4. The parties now desire to amend the Agreement with this Third Amendment to extend the term of the Agreement.

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

Terms of Agreement

1. Effective Date. This Third Amendment is effective as of July 1, 2023.

2. Amendment. Article 2 of the Agreement is amended to read in full as follows:

2. Time and Term.

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

3. Amendment. Subsection 7.a of the Agreement is hereby amended to read in full as follows:

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

4. Continuing Effect of Agreement. This Third Amendment modifies the Agreement only as expressly set forth above. This Third Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

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

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

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

7. Venue. This Third Amendment shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

8. Counterparts. This Third Amendment may be signed in counterparts, each of which shall constitute an original.

/////

**Signature Page**

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

Parsons Transportation Group Inc.

THE DCA

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Graham Bradner  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## General Counsel's Report

**Contact:** Josh Nelson, General Counsel

**Agenda Date:** May 18, 2023, 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. Our office assisted with the three proposed agreement amendments on the agenda today. We also continued to assist with the risk management software procurement. In addition, our office had been working with staff on the revised procurement policy. This has been slightly delayed but should be ready for Board consideration shortly. The DCA has received additional public records requests from an interested landowner. We continue to respond to those in compliance with the law and consistent with the DCA's commitment to transparency.

Lastly and as noted in prior reports, we continue to assist with other legal matters as necessary. These matters are confidential and not appropriate for discussion in a public report.

**Recommended Action:**

Information, only.