

## Orestimba Creek Recharge and Recovery Expansion Project

### Kick-Off Meeting 05/01/2023

- Bid Contract
  - Contract Execution
  - Bond/Surety progress.
  
- Current Change Orders
  - Pump Station Elevation Lowering
  - Toe Drain USBR Mitigation
  - Shifting of Pipe Alignment
  - Relocation of the Control Building and Diversion Gate to East of Bell Road –
  - Orchard Removal
  - Electrical Conduit to Pump Station
  
- Construction Schedule
  - Current Swainson's Hawk Nesting Impacts
  - Biological Construction Training-Required
  - Outstanding Agreements - USBR License Agreement
  - Landowner Irrigation Demand conflicts
  
- Landowner Sensitivity
  - Fraizer
  - Cal-Transplants
  - KDR
  - Salazar
  
- Construction Considerations from Rados

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DEL PUERTO WATER DISTRICT (DPWD) AND  
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY (SJRECWA)

**DEL PUERTO CANYON RESERVOIR PROJECT  
TECHNICAL REVIEW BOARD MEETING NO. 4**

April 19, 2023

Anthea Hansen, General Manager  
Del Puerto Water District  
PO Box 1596  
Patterson, CA 95363

Subject: Technical Review Board Meeting No. 4, Del Puerto Canyon Reservoir Project,  
April 17-19, 2023

Dear Anthea,

The fourth meeting of the Technical Review Board (TRB or Board) regarding the Del Puerto Canyon Reservoir Canyon (DPCR) Project was held in-person at the Del Puerto Water District (DPWD) offices in Patterson Monday through Wednesday, April 17-19, 2023.

The meeting was attended by representatives of the project partners, Del Puerto Water District (DPWD) and San Joaquin River Exchange Contractors Water Authority (SJRECWA), the Design Team consultants (Woodard & Curran, TERRA/GeoPentech, IEC, InfraTerra, Schnabel), and the TRB. A list of meeting attendees is provided in Attachment A.

The purpose of this meeting was to review the fault and landslide hazard assessments, ground motion study, fault rupture displacement hazard assessment, characterization of geotechnical conditions, phase 2 exploration plans, embankment sections and zoning, appurtenant structures, creek flow assessments and diversion plans, and upcoming tasks. The meeting was comprised of presentations by the Design Team, discussions by participants, and responses by the TRB to questions raised during the discussions. The meeting agenda is provided in Attachment B. The TRB was provided with the read-ahead documents listed in Attachment C prior to the meeting. In addition, the TRB was provided with copies of the meeting presentations at the meeting.

This letter report contains the Board's responses to the nine questions posed by the Design Team during the meeting. This letter report was finalized after receiving notice from you and the Design Team that there were no comments regarding the draft submitted on April 19, 2023.

198

**Question 1:**

*Do you agree with our approach to complete the assessment of the landslide hazards, including our proposed Phase 2 explorations? Is there something else we should be considering?*

The Design Team's assessment of the landslide hazards has identified 15 landslides located within the footprint of the DPCR and 22 located partially within the DPCR footprint. This information is in Draft Interim Technical Memorandum No. 1 (ITM-01), Fault and Landslide Hazards. There are numerous active or recently active debris flows and small shallow slumps identified within slopes and canyons feeding Del Puerto Creek. The larger landslides consist of deep-seated translational and rotational landslides involving deeply weathered bedrock or as shallow slumps and rock fall involving weathered rock and overlying colluvium. The largest of the deep-seated slides occur in the central portion of the proposed reservoir within erodible shale of the Moreno Formation and extend eastward from the flanks of prominent sandstone ridges into the proposed reservoir. The Moreno strata, along with all other formations within the project, dip 45 to 50 degrees towards the east. The Moreno is present along both sides of Del Puerto Creek; but the unit is not present in the Main Dam foundations.

An initial concern was that these mass wasting features could fail and move into the reservoir and therefore be potential sources of seiche. The slow-moving aspect of these earthflows suggests they would not move rapidly even when saturated by reservoir waters, affected by rapid drawdown reservoir cycling, or potentially affected by strong seismic shaking. This is a qualitative assessment that the TRB agrees with.

The TRB recommends that in a future revision to the ITM-1 that the Design Team address the following issues.

- Reservoir rim stability. As identified in the presentation, smaller landslides will likely form around the reservoir rim due to the reservoir cycling.
- Risk of seiche occurrence. The Design Team should perform a semi-quantitative analysis that shows if any of the larger translational earthflows are able to move rapidly into the water generating a large wave that could exceed the 30 feet of freeboard of the dam. This does not need to be done for all landslides, but a semi-quantitative assessment that bounds this potential should be included in the ITM.
- The cause and effect of the large landslides in the Moreno Fm is an issue the Board believes should be addressed if any of these materials are used in the embankment (i.e., did these landslides form because of some unique material or facies feature or once the landslides formed did the movement/fracturing and associated weathering produce the high plasticity weak materials). The materials from the Ranch landslide had some of the weakest materials and highest plasticity indices. The landslide material for core borrow from two large Moreno Fm landslides south of Del Puerto Canyon Road is being considered. While the strengths and plasticity of the landslides being considered are more reasonable, this cause and effect question and its implications should be addressed.
- The Inlet/Outlet (I/O) structure, located upstream of the right abutment, will be a rigid concrete structure that slopes about 20-degrees from horizontal and is founded on an excavated rock surface. The long axis of the structure is oriented sub-parallel to the geologic strike of the eastward dipping strata of (from youngest to oldest) the Pliocene Pebble Conglomerate Formation (Fm), the Miocene Neroly Fm, and the Eocene Tesla Fm siltstone. The I/O structure will cross the depositional contacts and be partially founded on these units. In addition, the I/O structure needs

6/9

to be protected from any potential landslide that could compromise operation. In this regard, it is also important to consider the inclined excavation for the foundation with the adjacent side slopes, and the impact that could have on the slope stability.

**Question 2:**

*Do you have other suggestions, beyond those discussed, for proactively addressing the hazard associated with shears or other unfavorable geologic features that may be discovered during foundation excavation? Will our approach readily address concerns (if present) and prevent costly delays during construction?*

Shears in foundations:

It is expected that minor offsets could be found in the tilted strata that will be exposed in the foundations for either dam and the appurtenant works. These may appear as slickensides, as gouge, or as crushed rock. An ITM addressing bedding plane shears, and their potential occurrence on all exposed foundations, could be useful to proactively address issues that could be of concern. For example, when a bedding plane shear infilled with gouge of a given thickness is encountered is it necessary to treat the zone, and if so, what are the procedures? The idea with any such document is to develop an understanding that these features are potentially numerous and the identification of new features during excavation is expected. Developing a set of recognition criteria that can be used to place each feature into context would be prudent and should be included in the ITM and Specifications.

Foundation treatment:

The Design Team needs to consider what kind of foundation treatment is required under each zone of the dam. Following the general foundation excavations, where will the foundation require additional excavation of weathered rock or shear zones followed by treatment with grout, mortar or concrete?

The Design Teams needs to consider what foundation treatments are required under the core foundation. Will the treatment be different for different rock formations under the core? Some foundations deteriorate quickly after being excavated and cleaned. Specifications need to be clear on the timing (hours/days) from final cleaning, to mapping, to repair or protection of the surface.

The foundation treatment specifications will affect the cost and schedule for this work.

I/O conduit:

The trench for the I/O conduit under the dam footprint will likely encounter several shear zones, especially, bedding plane shears. Any one of these features could be reactivated to accommodate back thrust fault displacement from nearby thrust faulting. Rather than design the conduit for offset at specific locations, a proactive approach would be to design for offset at any location under the dam footprint. In this regard, a straight conduit alignment below the dam has advantages for analysis and possible mitigation measures.

The I/O pipeline will be comprised of steel pipe encased in reinforced concrete installed within a trench. Designing the pipe for fault offset will primarily depend on the pipe diameter, pipe thickness, concrete encasement reinforcement (i.e., shear capacity), and stiffness of the surrounding backfill and rock. If the

offset is relatively small, say about 1 ft, the steel pipe can generally accommodate the displacement with minor distortion when the pipe thickness is increased to reduce the diameter to thickness ratio. If the offset is 3 ft or more, it is possible a pipe within a pipe would be required to spread the displacement over a reach of the pipeline. Minor distortion of the pipe in terms of ovaling or wrinkling should be acceptable if the pipe does not tear (typically, a tensile strain limit of 2% is applied). After the design offset is established and agreed to by all parties, numerical modeling of the pipeline with imposed displacement should be conducted to complete the pipe design.

Spillway and chute:

Any offset within the spillway or chute would need to be repaired rapidly after an earthquake to be ready for the next winter season. The potential for damage could be partly mitigated by additional structural reinforcement to distribute the displacements.

**Question 3:**

*Do you agree with our approach to calculating the potential displacements caused by fault rupture downstream of the dam and potential back thrusts beneath the dam embankment? Are there other approaches you would suggest?*

The assessment of the site's seismic risk potential has been well studied by the Design Team. Their investigations have advanced the understanding of the regional seismic risk. Their evaluations are beyond what is typically seen for a project seismic evaluation in terms of offsite studies and types of studies being conducted. The TRB encourages the Design Team to continue their planned studies and remain adaptive.

The Design Team presented analyses to evaluate the potential displacements (magnitude and sense) caused by fault rupture utilizing recent technical advances. The Fault Displacement Hazard Initiative (FDHI) is a multi-year, multi-investigator research project coordinated through UC Los Angeles. The FDHI effort includes compiling a modern database of coseismic fault surface displacements and development of engineering models for estimating the distribution and amplitude of primary and distributed deformations. The TRB commends the Design Team for utilizing these recent developments.

**Question 4:**

*Regarding the preliminary embankment stability analyses, are there other sensitivity analyses that would help broaden our understanding of the expected performance of the embankments?*

The Design Team presented preliminary embankment stability analyses for conditions representing end of construction, long-term drained conditions with steady seepage, seismic, and rapid drawdown loading. Analyses were repeated for the upstream shell constructed of different source materials (i.e., Panoche versus other potential shell sources) and with different slopes. The results indicate that constructing the upstream shell with Panoche sandstone materials would enable use of a steeper slope for the shell, which is valuable insight for comparing the relative costs for utilizing Panoche versus other potential shell borrow areas. The TRB found the analysis methods appropriate for this preliminary design phase and the results informative for understanding expected performance across this range of conditions.

The TRB offers the following suggestions for the next update of the embankment stability analyses. Drawdown scenarios should be developed for both anticipated operational practices and applicable DSOD

201

requirements. Acceptable factors of safety for each scenario can then be developed based on the expected frequency of the drawdown loading and its consequences. The evaluation of potentially drained conditions in different shell materials during drawdown is appropriate, but allowance for large uncertainties in the rate of consolidation may mean that the undrained conditions will need to be considered in design regardless. For end-of-construction conditions, it may be prudent to perform a set of unconsolidated undrained (UU) triaxial tests on core materials compacted to conditions consistent with anticipated compaction specifications.

**Question 5:**

*Is the preliminary excavation shown to “regularize” the Main Dam abutments for sizing and placement of the core (and downstream shell) necessary and appropriate for preliminary design?*

The Design Team needs to establish the objectives being used to define the Main Dam excavation and its shaping. This includes the following items.

- Foundation excavation objectives. Foundation excavations need to meet foundation objectives (e.g., strength, groutability, core protection against internal erosion).
- Uniformity shaping. The quality placement of shell and especially core materials is better on uniform surface than an irregular surface. What are the acceptable limits on surface slopes in the longitudinal and transverse directions?
- Proper foundation treatment. Does the core need to cover certain rock foundation zones? What are the expected foundation treatments for the various rock formations beneath the core and shells.
- Core geometry. Would refinement of the core geometry help mitigate any concerns with different rock formations?

The excavation scope will dictate the schedule for drilling and grouting, foundation treatment operations, and embankment raising (for meeting diversion needs). These items need to be considered and will affect schedule, cost, and quality.

The outlet conduit excavation is an important and sensitive item. The TRB expects portions of this trench excavation, such as through the cemented fanglomerate, to be drilled and shot. It may be possible to excavate in the other formations with a large track hoe. Test shots must be done in each of the different foundation materials. A primary requirement for blasting the rock is to not damage the walls and floor of the excavation.

**Question 6:**

*Any comments on the proposed regrading of the area downstream of Saddle Dam 1 for preliminary design?*

The Design Team proposed regrading the area at the downstream toe of Saddle Dam 1 to prevent the ponding of drainage runoff water at this location. The Board concurs that grading to prevent pooling of runoff water at the dam toe should be performed but noted that the details of this grading may affect how runoff water is redirected into the other drainages.

The Board recommends that the Design Team review prior engineering studies on how flooding hazards on the other drainages might be affected by any modification to the existing flow paths. Assessing the

potential permitting and environmental issues is also critical before the design options are considered and flow paths selected, whether that be by installation of berms or drainage ditches.

**Question 7:**

*Do you agree we have come to closure on the 100-year storm in terms of duration and peak flow?*

The Design Team presented hydrologic evaluations during TRB Meeting Nos. 2 and 3 with updates to the analyses during TRB Meeting No. 4. The TRB previously recommended the Design Team take full advantage of the stream gauge data to evaluate the 100-year level storm with regards to sizing the diversion pipe and cofferdam. As part of Meeting No. 3, the TRB suggested the Design Team consider storm duration and peak flow for the sizing of the diversion pipe and coffer dam. As part of Meeting No. 4, the Design Team gave a thorough presentation of the development of inflow hydrographs using the stream gage data considering both peak flow and duration.

The TRB appreciates the thorough job completed by the Design Team and commends them for taking full advantage of the 60+ years of stream gauge data. The TRB believes the results presented are accurate and have less uncertainty than usually encountered for hydrologic evaluations. The TRB agrees this subject is closed and the Design Team can use the calculated hydrologic values to size the pipe and cofferdam.

The TRB looks forward to understanding the overall risks of winter storms during construction including the ability to construct a coffer dam of adequate height versus the sizing of the outlet. The Design Team should continue to balance the size of the conduit and cofferdam considering the potential risks during construction.

**Question 8:**

*Do you have any initial comments on the two alternatives presented for the inclined I/O Structure (dry well or wet well)?*

The Design Team presented two alternatives for the design of the sloping intake. Alternative A was a Dual Chambered Dry Access sloping intake and Alternative B was a Conventional Single Reinforced Concrete Conduit. The Design Team compared the alternatives considering the following attributes:

- Construction cost
- Construction schedule
- Maintenance/Inspection costs
- Maintenance/Inspection Access
- Future major rehabilitation costs
- Reliability
- Environmental considerations (use of eco-friendly fluids)

The TRB concurs that the Design Team has identified the important considerations for evaluating the alternatives. The TRB believes the comparison based on costs should also consider the uncertainty in the underlying assumptions. The TRB suggests the Design Team also consider the following as part of the evaluation.

- Intakes like Alternative B have historically been constructed and are in use for most California dams. Older dams in California have used Inlet/Outlet towers, but towers have seismic stability issues. Recent designs in California have considered Alternative A configurations to minimize

203



future maintenance and rehabilitations costs and avoid concerns with hydraulic fluid leaks and the potential for contamination into the reservoir.

- The consideration of hydraulic fluids as an environmental factor is site specific and should be determined specific to this project. Use of hydraulic fluids, even eco-friendly fluids, has sometimes been excluded by some owners but not all. Regulating agencies have also inconsistently allowed the use of hydraulic fluids. The Design Team should better understand the owner's preference and any regulatory considerations before considering if this is a factor.
- Comparison of costs will be highly dependent on assumptions such as discount rates, life cycles, and requirements for maintenance. These assumptions should be considered in determining the best estimates for cost comparisons.
- During the TRB meeting, there was a discussion regarding the need for a multi-level sloping intake. The TRB encourages the Design Team to fully evaluate the need for a multi-level sloping intake for this project.

**Question 9:**

*Any comments on the prioritization of our next activities to complete the preliminary design?*

The TRB offers the following comments regarding the next activities and related priorities toward completing the preliminary design.

Sediment loads for design of I/O:

An estimate of the volume and location of sediment deposition in the reservoir from Del Puerto Creek, the Creek tributaries, and reservoir wall slopes should be estimated. It would be expected that much of the coarser bedload would accumulate proximal to where these features enter the reservoir; however, over the life of the reservoir some of this sediment could migrate downstream and accumulate near the dam and I/O structure. The suspended load of the creek is visually turbid, but an estimate of volumes deposited during a major storm or season should be estimated or studied to determine if sediment will have an impact on I/O operations over the life of the project.

Borrow sources:

Project costs and schedule depend on proper material flow and handling of the excavations and embankment fill placements. The Design Team has indicated excavated materials from the dam foundation should be reused for shell embankment. Special excavation, such as light blasting, needs to be considered for the Fonglomerate to produce rip rap if the material meets quality requirements. Borrow sources need to be considered based on the cost and material quality for each zone. Cost factors are distance of haul, ease of excavation of the material, processing of the material and placement in the dam. The Design Team has indicated there is sufficient material for both core and shell zones.

The Design Team has not indicated where the filter material is coming from. What sources have been identified with the quantity and quality that are available?

The Design Team is evaluating the Panoche formation as a potential source of rip rap. The Phase 2 investigation program should help to confirm the quality and quantity of this source. Point load testing of rock cores in the field, perhaps at 10 ft intervals, during the Phase 2 explorations would provide valuable

records. If the Panoche formation makes adequate quality rip rap, then we should be able to get the rip rap bedding as a by-product. However, if the quality is not acceptable, what sources have been researched for the rip rap and rip rap bedding?

Spillway design:

The hydrologic evaluations conducted thus far will provide the inputs necessary for design of the spillway. DSOD will likely have an independent evaluation using their own procedures. The Design Team should consider obtaining DSOD's review prior to detailed design of the spillway or conduct the analysis using DSOD procedures to understand the differences in results.

Closure:

The TRB appreciates the clarity of the Design Team's presentations and the collaborative discussions during the meeting.

The next full meeting of the TRB is scheduled to be in-person from Wednesday to Friday, November 1-3, 2023. The purpose of this meeting will be to review results of the Phase 2 explorations and progress toward 30% design.

In addition, interim meetings with the TRB by Zoom or with TRB members observing Phase 2 explorations may be scheduled on an ad hoc basis.

The TRB appreciates the opportunity to be of assistance to DPWD and SJRECWA in this assignment.

Respectfully submitted,



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Attachment A: List of Participants  
Attachment B: Agenda for TRB Meeting  
Attachment C: List of Read Ahead Documents

**Attachment A:  
List of Participants**

<b>Name</b>	<b>Organization</b>	<b>Name</b>	<b>Organization</b>
Anthea Hansen	<i>DPWD</i>	Guilaine Roussel	<i>TERRA/GeoPentech</i>
Chris White	<i>SJRECWA</i>	Robert Kirby	<i>TERRA/GeoPentech</i>
		Andrew Dinsick	<i>TERRA/GeoPentech</i>
Xavier Irias	<i>Woodard &amp; Curran</i>	Bob McManus	<i>TERRA Engineers</i>
Andy Neal	<i>Woodard &amp; Curran</i>	John Lim	<i>TERRA/GeoPentech</i>
		Chris Hitchcock	<i>InfraTerra</i>
Ross Boulanger	<i>TRB</i>	Phil Martin	<i>IEC</i>
Kerry Cato	<i>TRB</i>		
David Gutierrez	<i>TRB</i>	Thomas Hepler	<i>Schnabel</i>
Gregg Korbin	<i>TRB</i>	Ray Eldridge	<i>Schnabel</i>
Mike Pauletto	<i>TRB</i>	Brian Toombs	<i>Schnabel</i>
		Greg Paxson	<i>Schnabel</i>

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**Attachment B:  
Agenda for TRB Meeting**

*208*

**TECHNICAL REVIEW BOARD**

**Meeting No. 4  
April 17 to 19, 2023  
Patterson, CA**

**AGENDA – DRAFT**

**April 17, 2023**

- 9:00 AM Meet at the Office of Del Puerto Water District - 17840 Ward Ave, Patterson, CA 95363
- 9:30 AM Technical Topics for Morning Discussion
- 9:40 AM Review of Previous TRB Comments and Design Team Responses
- 10:10 AM Fault and Landslide Hazard Assessment (ITM-01)
- 11:10 AM Ground Motion Study (ITM-02)
- 12:30 PM Fault Rupture and Ground Displacement Hazard Assessment
- 1:00 PM Lunch
- 2:00 PM Welcome and Introductory Remarks by Project Partners
- 2:10 PM Meeting Agenda and Objectives
- Recap of Morning Session
  - Project Status
  - Questions for TRB
- 2:30 PM Characterization of Geotechnical Conditions (ITM-03)
- 4:00 PM Update on Phase 2 Explorations (DCP)
- 6:00 PM Group Dinner – TBD

**April 18, 2023**

- 09:00 AM Meet at the Office of Del Puerto Water District - 17840 Ward Ave, Patterson, CA 95363
- 9:30 AM Results of Preliminary Stability Analyses
- 11:00 AM Embankment Cross Sections and Zoning (Main Dam and Saddle Dam 1)
- 12:00 PM Lunch
- 1:00 PM Appurtenant Structures
- 3:00 PM Update on Analysis of Creek Flows
- 3:30 PM Six-Month Look Ahead
- 4:00 PM Concluding Comments by Partners and Program Team
- 4:30 PM Close for the Day

**April 19, 2023**

- 8:30 AM TRB Closed-Door Session – Venue TBD
- 2:00 PM Presentation of TRB Findings and Comments
- 3:30 PM Closing Statements and Schedule of Next TRB Meeting



**Attachment C:  
List of Read Ahead Documents**

The updated TRB review comment tracking log was transmitted as,

- DPCR - TRB Review Comment Log\_04-13-2023.docx

A final draft Geotechnical Data Collection and Laboratory Testing plan was transmitted as,

- DPCR - DCP\_Final Draft\_Phase 2\_Rev 0.pdf

Draft interim technical memoranda were transmitted as,

- TGP\_ITM-01 Fault and Landslide Hazards\_Draft\_Rev 0.pdf
- TGP ITM-02 Ground Motion Study\_Draft\_Rev 0.pdf
- TGP\_ITM-03 Geotechnical Conditions\_Draft\_Rev 0.pdf
- TGP\_ITM-04\_IO Conduit\_03-24-23\_Rev 0.pdf

The updated interim draft of the Geotechnical Data Report documenting results from the phase 1 explorations was transmitted as,

- DPCR-GDR\_Interim-Phase1.pdf
- GDR\_Appendix A - Boring Logs\_Interim-Phase1.pdf
- GDR\_Appendix B - Sample Photos\_Interim-Phase1.pdf
- GDR\_Appendix C - Test Pits and Trenches\_Interim-Phase1.pdf
- GDR\_Appendix D - Geophysical Surveys\_Interim-Phase1.pdf
- GDR\_Appendix E - Packer Test Data\_Interim-Phase1.pdf
- GDR\_Appendix F - Lab Test Data\_Interim-Phase1.pdf
- GDR\_Appendix G - Piezometers\_Interim-Phase1.pdf



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**TERRA / GeoPentech**

a Joint Venture  
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**Progress  
Report**

<b>DEL PUERTO CANYON RESERVOIR</b>	Progress Report No.: PR-10
<b>DESIGN OF DAMS AND APPURTENANT STRUCTURES</b>	Prepared by: G. Roussel
Reporting Period: March 4, 2023 through March 31, 2023	Date: 04/26/2023

**ACTIVITIES DURING REPORTING PERIOD**

**Task 1 – Project Administration**

- Updated project schedule.
- Prepared for and attended biweekly status meetings with Program Team, prepared meeting notes, and maintained action item list.
- Prepared progress report (including Earned Value Analysis) and submitted with invoice.
- Held weekly internal status meetings with TGP technical staff involved in the work to monitor progress and address issues, as necessary.
- Provided direction to TGP staff for prioritizing and re-scheduling activities and resolved logistics issues as they arose.
- Submitted Task Order 03 for review and approval. Task Order was approved on March 6, 2023. Developed and issued revised budgets by subtask to Team Members.
- Developed cost estimate for providing input to the EIS as requested by the Program Team.

**Task 3 – Geotechnical Evaluation**

- Continued to monitor performance of soil erosion control measures and to repair/upgrade them as necessary after storms.
- Finalized scope of Phase 2 explorations based on comments from TRB, revised draft Data Collection Plan (DCP) submitted in May 2022, and submitted final draft DCP to DSOD and TRB.
- Updated interim draft of GDR with remainder of laboratory test results and piezometer data collected, and submitted document to DSOD and TRB, as background information for the DCP.
- Completed interpretation of Phase 1 field and laboratory data, documented results in Interim Technical Memorandum ITM-03, and submitted draft document to DSOD and TRB, as background information for the DCP.
- Completed Interim Technical Memorandum ITM-01 documenting fault and landslide hazard assessment, and submitted draft document to DSOD and TRB, as background information for the DCP.

Note that the current invoice (DPWD-TO 03-10) includes charges from O'Dell Engineering and Cooper Labs for work completed during the previous reporting period.

**Task 4 – Preliminary Design (30% Design)**

- Completed documentation of low-level outlet concept in Interim Technical Memorandum ITM-04 and submitted draft document to DSOD and TRB, as background information for the DCP.
- Continued work on design criteria.
- Continued work on borrow area planning and utilization study.
- Continued work on fault rupture and permanent ground displacement study.

217



- Started work on preliminary design including: preliminary stability analyses for embankments, excavation plan for Main Dam, evaluation of storm of record for Del Puerto Creek, and preliminary hydraulics of spillway.

**SIGNIFICANT ISSUES ENCOUNTERED / ADDRESSED**

No new issues encountered.

**ACTIVITIES PLANNED FOR NEXT REPORTING PERIOD (thru April 28, 2023)**

**Task 1 – Project Administration**

- Prepare for and attend biweekly status meetings with Program Team, prepare meeting notes, and maintain action item list.
- Monitor weekly progress and address issues, as necessary.
- Provide logistical direction to the TGP Team as project needs and requirements evolve.
- Develop cost estimate for Task Order 04 covering Phase 2 explorations and activities through the production of the Geotechnical Interpretive Report (GIR).
- Continue to support Program Team and ICF as permit applications for the Phase 2 geotechnical explorations are being reviewed by the agencies.
- Address special requests from Program Team.

**Task 3 – Geotechnical Evaluation**

- Continue to monitor performance of soil erosion control measures and to repair/upgrade them as necessary after storms.

**Task 4 – Preliminary Design (30% Design)**

- Prepare for and attend TRB meeting on April 17 to 19, 2023.
- Continue work on borrow area planning and utilization study.
- Continue work on fault rupture and permanent ground displacement study.
- Continue work on preliminary (30%) design.

**PROGRESS AND COST TO DATE**

The following table provides a summary of the cost and progress by task for Task Orders 01 and 03 as of March 31, 2023. This summary reflects the addition of Task Order 03 to the cost estimate for the work underway.

ACTIVITY	Estimate for Task Orders 01 and 03	Prior Billed (\$)	Current Billed (\$)	Total Billed (\$)	Remaining Budget (\$)	Percent Spent	Percent Complete
Task 1 - Project Administration	630,293	279,954	15,985	295,940	334,354	47.0%	61%
Task 3 - Geotechnical Evaluation	2,038,993	1,861,011	102,473	1,963,484	75,510	96.3%	97%
Task 4 - Preliminary (30%) Design	1,330,906	298,256	42,903	341,159	989,747	25.6%	26%
<b>Total Task Orders 01 &amp; 03</b>	<b>4,000,193</b>	<b>2,439,221</b>	<b>161,361</b>	<b>2,600,582</b>	<b>1,399,611</b>	<b>65.0%</b>	<b>68%</b>



The results of the Earned Value Analysis (EVA) for the project as of March 31, 2023 are as follows and are shown graphically on Figure 1:

<b>Actual Cost of Work Performed (ACWP)</b>	<b>Budgeted Cost of Work Performed (BCWP)</b>	<b>Budgeted Cost of Work Scheduled (BCWS)</b>	<b>Cost Variance (BCWP - ACWP)</b>	<b>Schedule Variance (BCWP - BCWS)</b>
\$2,600,582	\$2,704,327	\$3,197,477	\$103,745	(\$493,150)

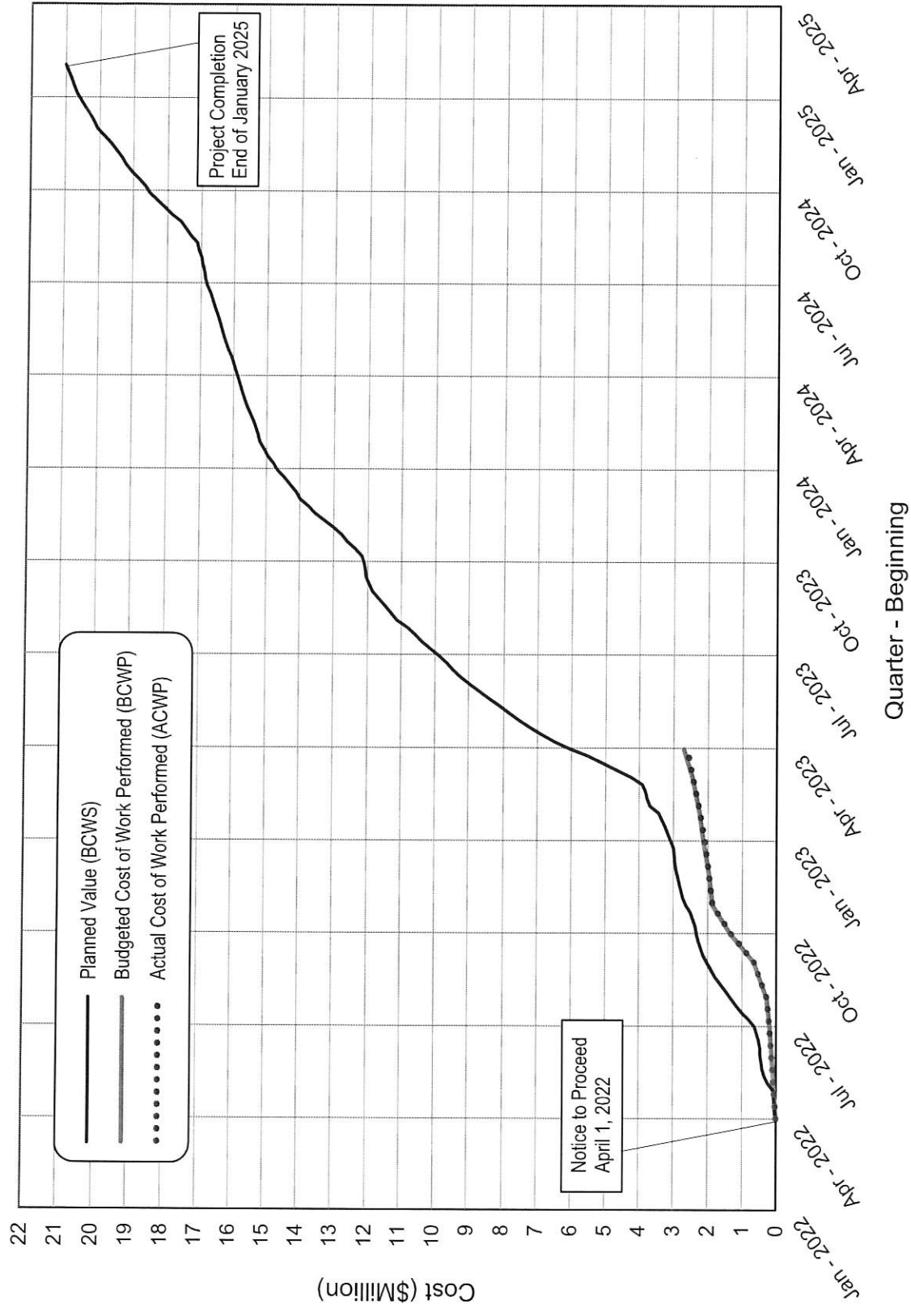
The latest Estimate-to-Complete (ETC) by subtask continues to indicate that the work planned in Task Order 01 is likely to be completed under budget. Any funds remaining in Task Order 01 after all the activities are completed will be rolled into Task Order 03 but set aside to address special requests from the Program Team that fall outside our specific scope of work.

The work on Task Order 01 continues to be behind schedule and, as noted in previous progress reports, the work scoped under this task order will continue for a number weeks yet and will proceed concurrently with the preliminary design work under Task Order 03. The schedule variance indicated above is based on a rough estimate of the Budgeted Cost of the Work Scheduled (BCWS) and thus, is not very meaningful. As indicated in our previous progress report, a new, more representative planned value will be developed once the schedule and cost of the Task Order 04 activities (covering the Phase 2 explorations and preparation of the Geotechnical Interpretive Report) have been developed and approved.

214



5/2



RESULTS OF EARNED VALUE ANALYSIS  
 AS OF MARCH 31, 2023  
 DEL PUERTO CANYON RESERVOIR









**LOS VAQUEROS**  
RESERVOIR  
EXPANSION  
PROJECT

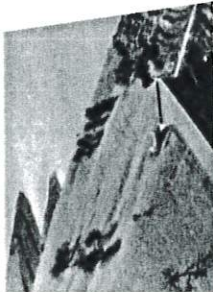
Los Vaqueros Reservoir JPA  
GM Meeting #4 @ ACWA Conference

Monterey Marriott - San Diego Room

May 10, 2023 - 3:00pm to 4:00pm

## Agenda

1. Member Feedback regarding Draft Service Agreement Timeline – 45 min
2. MPA #5 – 10 min
3. Topics for next GM meeting – 5 min



2/7

# AGENDA ITEM 1:

## Section 1

Member Feedback regarding Draft Service Agreement Timeline

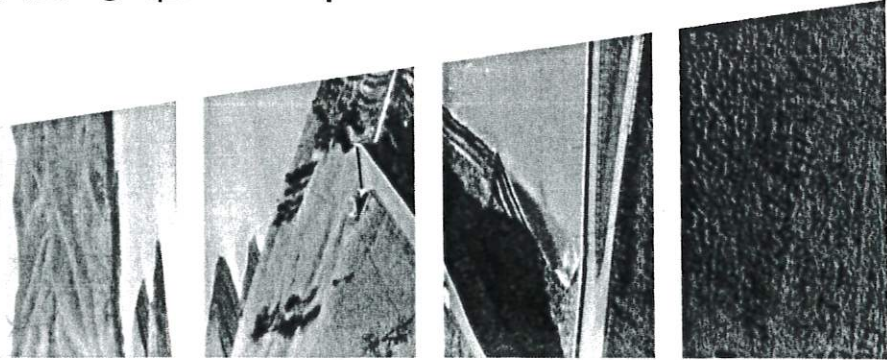
218

## Statement Regarding Confidentiality of Draft Timeline

Please note that the draft timeline, and this presentation, are intended for staff review only and not for public distribution. Any changes in the Project's major timing milestones will be announced through appropriate channels, following JPA Board review.

The JPA's approximate schedule for publicly updating the timeline:

- May 19 JPA Board
- June 9 posting by CWC in advance of the June CWC Board meeting
- June 21 CWC makes updated schedule publicly available

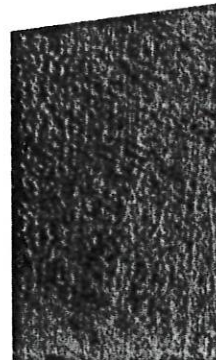
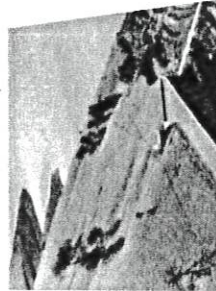
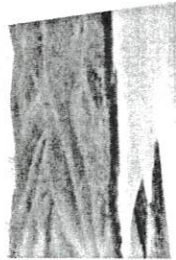


2/9

# Draft Timeline Presented at March GM Meeting

## Key Milestones:

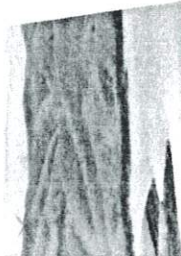
Date	Activity
Jan – Nov 2023	Intensive work effort to advance Service Agreement from draft termsheet to fully negotiated agreement
Jul 2023	Initial Drafts of CCWD Agreements and EBMUD Agreements provided to the JPA (Facilities Usage, Design & Construction, O&M)
Oct 2023	Advanced drafts of the CCWD Agreements, EBMUD Agreements, and Public Benefits Agreements provided to Members
Dec 2023	Fully-executed, near-final agreements provided to Members to initiate Board Approval process: <ul style="list-style-type: none"> <li>• Service Agreement</li> <li>• CCWD and EBMUD Agreements</li> <li>• Public Benefits Agreements</li> </ul>
Jan – Mar 2024	Member Board approvals
Mar – April 2024	Execution of Key Project Agreements, Service Agreement, Financial Closing



220

## **Request for Member Feedback**

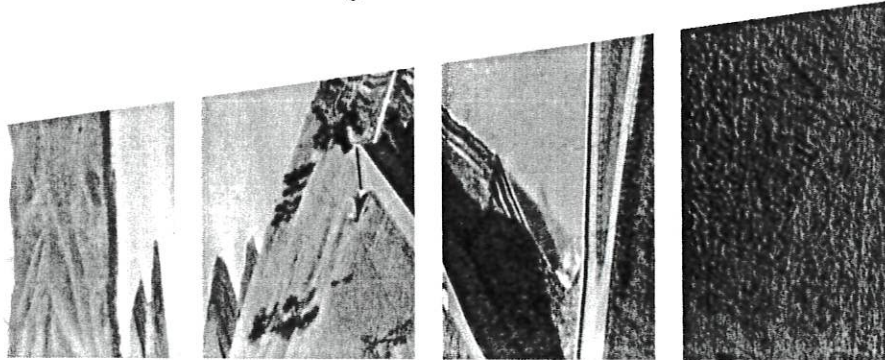
- 1. Feedback on draft Timeline**
- 2. Strategy/timing for Member Board briefings**
- 3. Topics for Board briefing to guide development of JPA support materials**



221

## Feedback on Draft Timeline

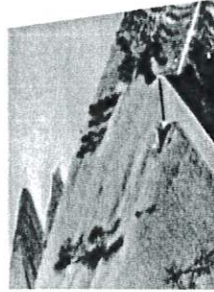
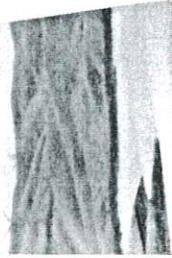
- **The updated schedule is much more realistic, yet still aggressive**
  - The schedule assumes quick resolution among the parties of the complex issues surrounding each agreement
- **The schedule relies on significant near-term progress on pre-requisite agreements and tasks, the timing of which are not entirely under JPA control**
  - Public benefits agreements
  - CCWD and EBMUD agreements
  - CCWD/EBMUD Backstop Agreement



*ect*

## Feedback on Draft Timeline (cont.)

- **Other conditions-precedent must also be satisfied**
  - Member CPs in addition to finalization of key Project agreements
- **Lack of steady and significant progress on these other agreements and issues may delay progress in finalizing and executing the Service Agreement**
  - Members will have difficulty assessing the Project business cases
  - Members may lose incentive to press hard towards Service Agreement finalization





## Section 2

# Proposed Timeline Revisions and Related Activities

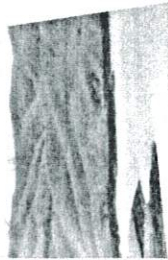
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## **Timeline Adjustments: Service Agreement**

The JPA's core timeline for the Service Agreement relies on the continued efforts of the Members

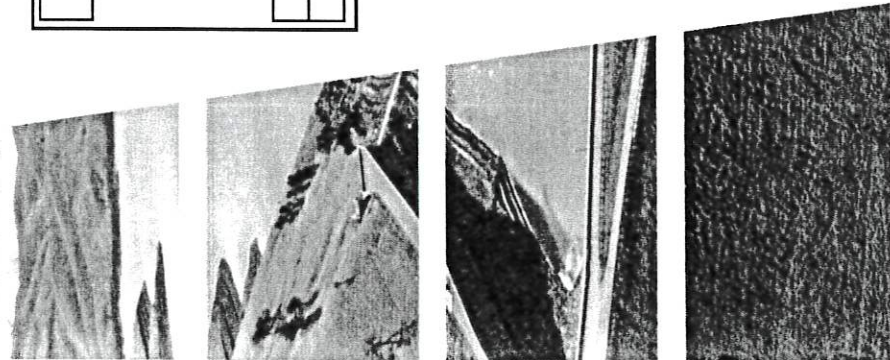
- Members have expressed their willingness to prioritize this effort

No significant changes to the proposed timeline for the Service Agreement itself are planned at this time



*Set*

# Service Agreement Timeline – Key Milestones



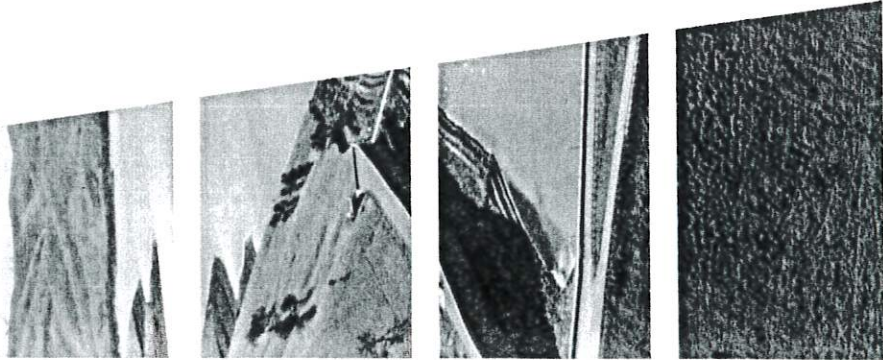
Termsheet													
Service Agreement													
Member Board Approvals													
Closing													
May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2023						2024							

226

## Service Agreement Progress Update

### Service Agreement Termsheet v2

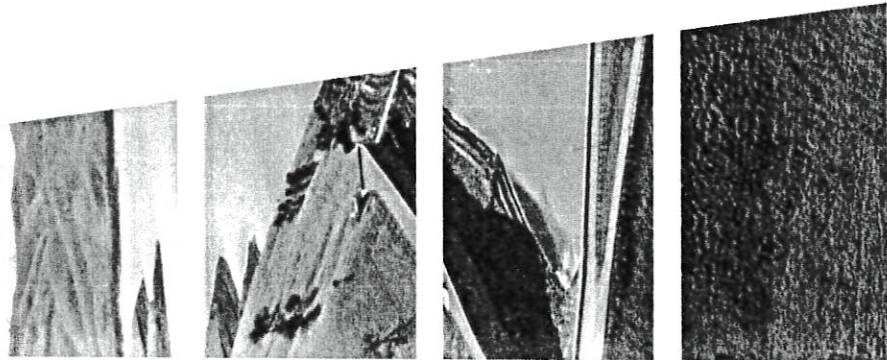
- Distributed to Members at the beginning of April
- Comments received from Members during April
- Finance Workgroup Meet on May 2
- Agreement on strategy and schedule for continued use of Sub-Groups to advance issues



227

# Service Agreement Progress Update – Sub-Groups

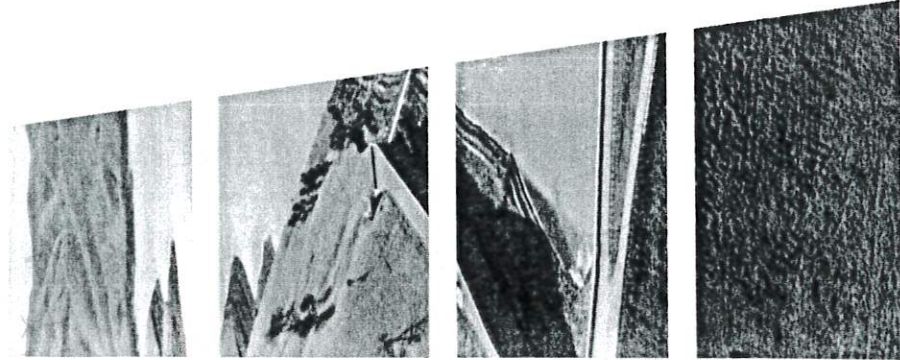
Subgroups	Membership	Next Steps
1 Storage & Conveyance Allocation	Merge existing Sub-Group Members	<ul style="list-style-type: none"> <li>Ibrahim has been advancing issues through one-on-one meetings and introduction of spreadsheet tool</li> <li>Sub-Group meeting in second half of May to be scheduled</li> </ul>
2 Public Benefits	New group	<ul style="list-style-type: none"> <li>Sub-Group membership and timing to be established. Targeting June.</li> </ul>
3 CCWD/EBMUD Priority Use	New group	<ul style="list-style-type: none"> <li>Sub-Group membership and timing to be established. Targeting June.</li> </ul>
4 Operations	New group	<ul style="list-style-type: none"> <li>CEC to list out the "operations" comments from Members on first two Service Agreement termsheets</li> <li>JPA and CCWD to develop a plan for addressing comments with Sub-Group</li> </ul>
5 Conditions Precedent	Existing group	<ul style="list-style-type: none"> <li>Next meeting on hold, pending progress of other Sub-Groups</li> </ul>
6 Plan of Finance	New group	<ul style="list-style-type: none"> <li>We welcome volunteers!</li> <li>First meeting late May / early June</li> </ul>



228

# Conditions Precedent Sub-Group – Sequence for Contract Execution

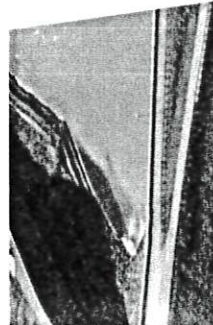
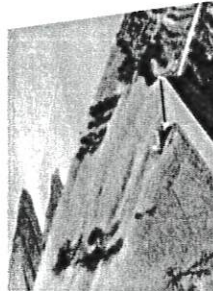
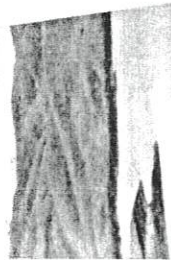
<u>Executing Parties</u>	
<p>Before Service Agreement</p> <ul style="list-style-type: none"> <li>• CCWD and EBMUD Project Agreements</li> <li>• Facilities Usage Agreement</li> <li>• Design and Construction Agreement</li> <li>• O&amp;M Agreement</li> <li>• CCWD / EBMUD Backstop Agreement</li> <li>• Contracts for Administration of Public Benefits</li> </ul>	<p>JPA &amp; CCWD JPA &amp; EBMUD CCWD &amp; EBMUD JPA &amp; State Agencies</p>
Service Agreement Execution	JPA, Members
<p>After Service Agreement</p> <ul style="list-style-type: none"> <li>• State and Federal Funding Agreements</li> <li>• WIFIA Loan Agreement</li> <li>• Interim Funding Agreement (Bridge Loan Facility)</li> </ul>	JPA & Third Parties



## Timeline Adjustments: CCWD & EBMUD Agmts.

- The CCWD & EBMUD tracks of the timeline will be adjusted for feedback from CCWD and EBMUD and remain supportive of overall timeline

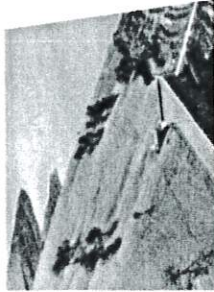
Date	Proposed Timeline	CCWD Response	EBMUD Response
Jul 2023	Draft CCWD and EBMUD Agreements to JPA	CCWD's provided a preliminary termsheet for the DCA on Feb 28, 2023  CCWD indicated its current schedule for CCWD Board and Committee review of CCWD Agreements, and is working with the JPA to establish target dates for document production and review	EBMUD indicated its expectation to deliver the EBMUD Agreements in general accordance with the proposed Timeline:
Oct 2023	Draft CCWD and EBMUD Agreements to Members	<ul style="list-style-type: none"> <li><u>Design &amp; Construction Agreement</u> to Committee in July 2023</li> <li><u>Facility Usage Termsheet</u> to Committee in May 2023; <u>Agreement to Committee</u> in July and August 2023</li> <li><u>O&amp;M Termsheet</u> to Committee in Sept 2023; <u>Agreement to Committee</u> in Nov 2023</li> </ul>	<ul style="list-style-type: none"> <li>Termsheets in Jul-Aug 2023</li> <li>Draft Agreements in Oct-Nov 2023</li> <li>Near-Final Agreements in Jan 2024</li> </ul>
Dec 2023	Near-Final CCWD and EBMUD Agreements to Members		
Mar 2024	Execution of CCWD and EBMUD Agreements		



230

## **Member Board Review of CCWD and EBMUD Agreements and other Project Agreements**

- Negotiation and drafting of the CCWD and EBMUD Agreements, and other key project agreements, will be staff-driven, led by the JPA and Member workgroups.
- As Members are not party to the CCWD and EBMUD Agreements and other key project agreements, we do not expect Member Board approval. The JPA expects to provide summary-level memoranda for Member review.
- We invite input from the GMs on this approach





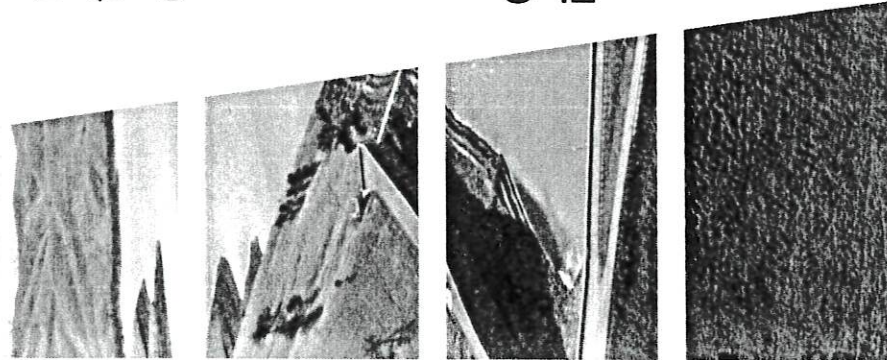
## Timeline Adjustments: Backstop Agreement

The Backstop Agreement is an agreement between CCWD and EBMUD regarding EBMUD's provision of temporary water conveyance services during the time the Los Vaqueros Reservoir is out of service during the expansion construction activities, including emptying the reservoir and refilling it

- The agreement is required by CCWD and EBMUD, and relevant to Members as a cost pass-through item
- Milestones for the Backstop Agreement will be added to the timeline

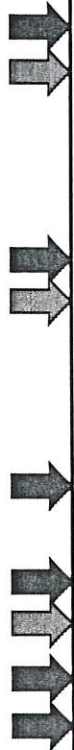
CCWD and EBMUD have generally agreed to a near-final Backstop Agreement in the Dec 2023 / Jan 2024 timeframe

- EBMUD has indicated that EBMUD Board approval/execution will be coterminous with Service Agreement approval/execution

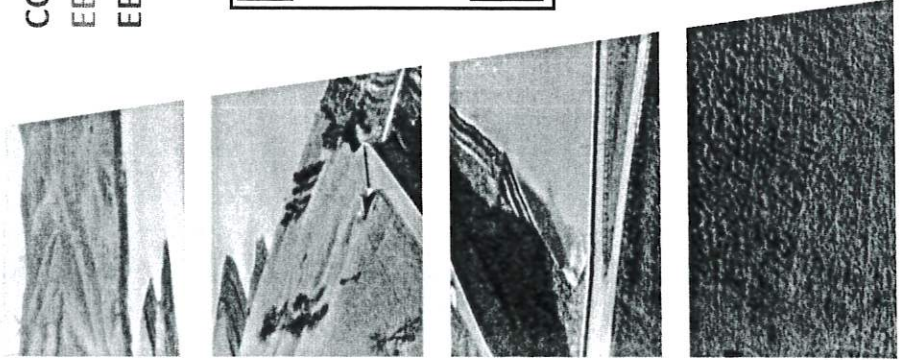


# Service Agreement Timeline – Add CCWD/EBMUD Agreements (Representative Milestones)

CCWD Agreements to CCWD Board Committees  
 EBMUD Agreements to Members (Termsheets, Draft Agmts, Near-Final Agreements)  
 EBMUD/CCWD Backstop Agreement in Near-Final Form



Termsheet													
Service Agreement													
Member Board Approvals													
Closing													
May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2023						2024							

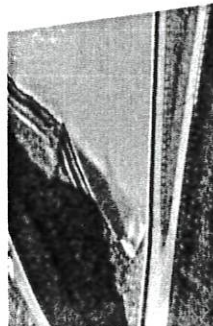
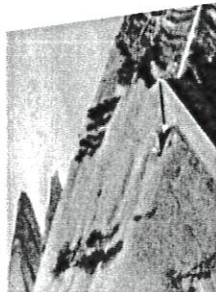


233

## Timeline Adjustments: Public Benefits Agmts.

- The timeline for the Public Benefits Agreements is still under development, but with some key milestone revisions

Date	Proposed Timeline	JPA Update
Oct 2023	Draft Agreements to Members	The JPA is working with DWR and CDFW, with CCWD support, to develop a more granular timeline for the Public Benefits Agreements that will include Sub-Group workshops prior to Oct 2023, perhaps in July 2023.
Dec 2023	Near-Final Agreements to Members	It is expected that the CAPBs will be finalized earlier, in late 2023 (October?).
Mar 2024	Execution of CAPBs	The JPA believes execution of the State funding agreements will lag execution of Service Agreements by 60 to 90 days to satisfy CWC public hearing requirements and other procedural requirements. The updated Timeline will show the CWC Funding Agreement execution in June 2024.
Apr 2024	Execution of CWC Funding Agreement and Federal Funding Agreement(s)	Execution of the Federal funding agreements will lag significantly further, but is not a CP to Service Agreement effectiveness.



## Timeline Adjustments: Funding Agreements (WIFIA Loan and Interim Financing Agreement)

The WIFIA Loan and Interim Funding Agreement remain on the critical path for the JPA

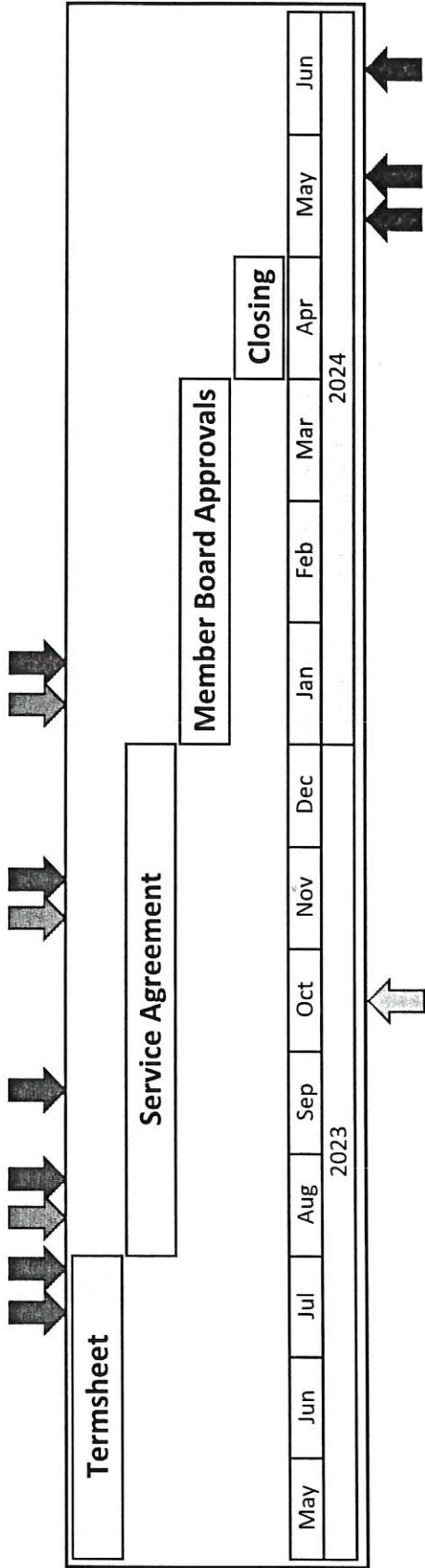
- The JPA is expected to develop a **Master Indenture** that will secure all JPA debt to be issued over time and from time to time
- The WIFIA Loan is expected to take the form of a Master Agreement with individual loans issued thereunder
- The Interim Financing Agreement is seen as the “first-drawn” funding facility for the JPA’s FY2025 expenditures
- Closing of these funding agreements will relieve Members of continued pay-go funding obligations

No significant changes to the proposed timeline for these funding agreements are planned at this time, although the target closing date for both agreements will be shifted to May 2024

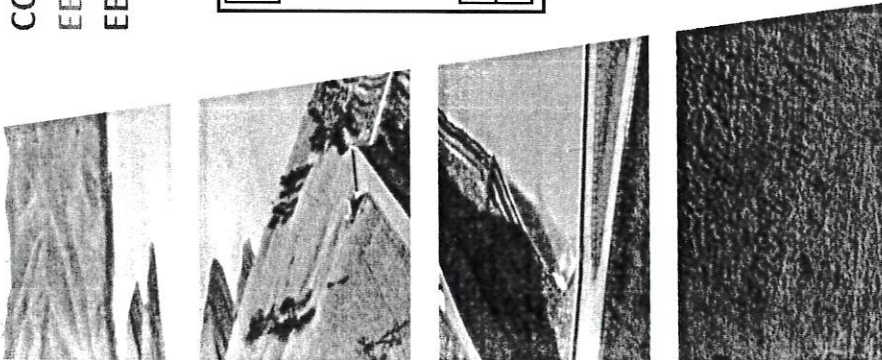
# Service Agreement Timeline – Add CCWD/EBMUD Agreements, State Public Benefits Agreements, and Financing Agreements



CCWD Agreements to CCWD Board Committees  
 EBMUD Agreements to Members (Termsheets, Draft Agmts, Near-Final Agreements)  
 EBMUD/CCWD Backstop Agreement in Near-Final Form



Contracts for Administration of Public Benefits (CAPBs)  
 CWC Funding Agreement  
 WIFIA Loan and Interim Funding Agreement



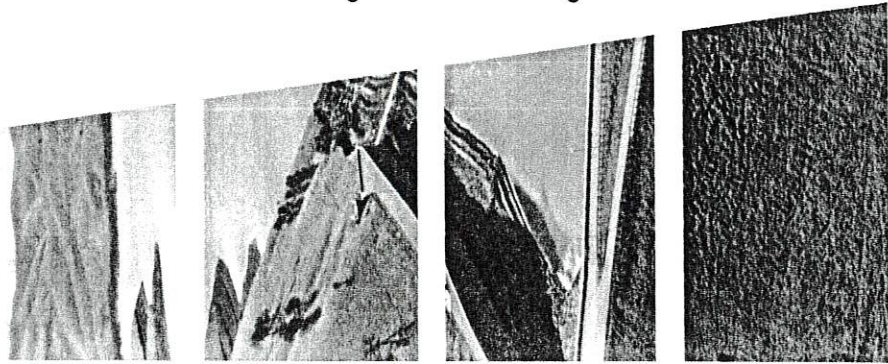
234

## Section 3

### Schedules and Topics for Member Boards

## JPA Support of Member Board Briefings

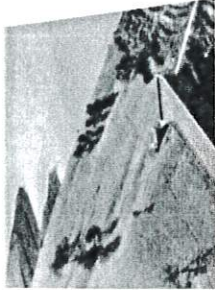
- Feedback from GMs regarding Board briefings and approvals is included in the Appendix to this presentation. This feedback shows a significant diversity in approaches and strategies
- The JPA feels it is unlikely that the JPA can supply one-size-fits-all templates for these briefings.
- Rather, the JPA proposes to support Members by participating in Board meetings and by preparing customized materials as requested by Members



236

## The JPA Executive Director's strategy for JPA Board Briefings and Approvals

- The JPA is committed to move the Service Agreement and all other project agreements along as expeditiously as possible
- JPA staff will continue to keep the JPA Board informed of pertinent issues regarding the Service Agreement and related project agreements
- The JPA Board is expected to utilize standing and ad hoc committees to further agreement development



239



# AGENDA ITEM 2:

## Multi-Party Agreement Amendment #5 Update

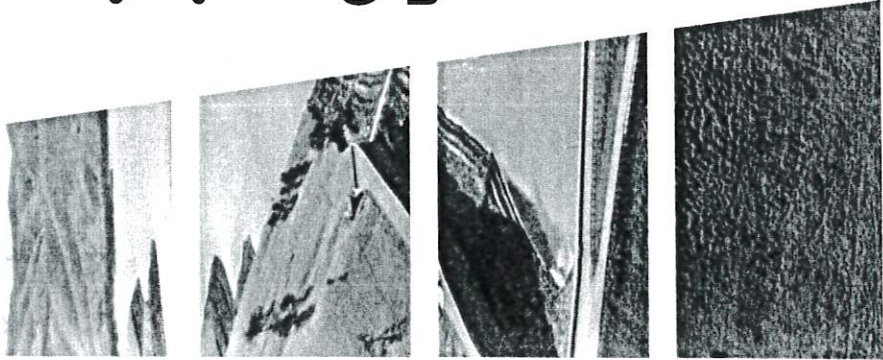
240

## MPA Amendment #5 v.2

- May 2 - Member Comments Received
- May 9 - Second Draft Out

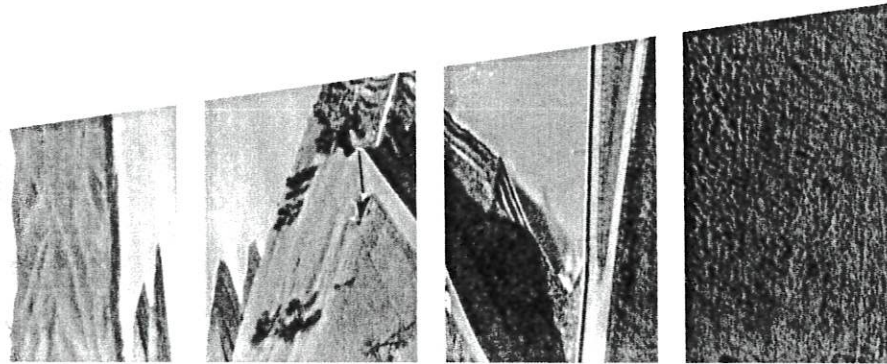
Changes made in response to comments and project updates include:

- Minor reductions to CCWD labor & services
- Breakout of costs by facilities included in JPA budget & spreadsheet
- Further detail provided on CCWD labor
- Additional description and justification for certain key services



## MPA Amendment #5 Timeline

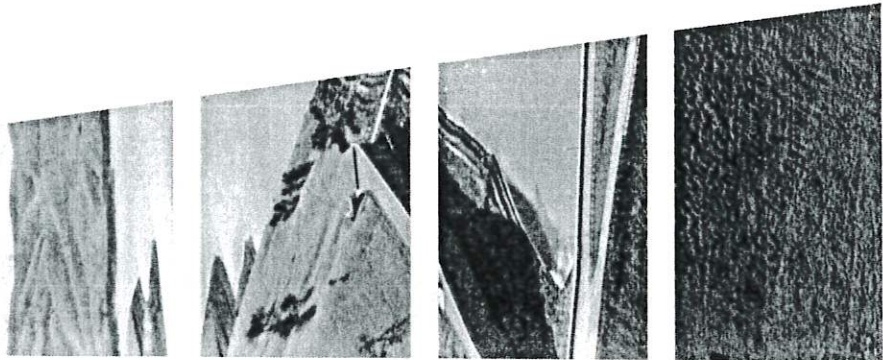
- **May 15 @ 3pm - Member Agency Review Mtg**
  - Objective: resolve any outstanding issues
- **May 25 – JPA Finance Committee**
- **June 2 – Final Agreement Needed**
- **June 14 – JPA Board Action Item**
- **June 21 – CCWD Board Action Item**



242

# MEMBER AGENCY BOARD APPROVAL

JPA MEMBER AGENCY	BOARD MEETING DATE: JUNE, JULY, OR AUGUST
ACWD	
CCWD	June 21
EBMUD	
GRASSLAND WD	
JPA	June 14
SLDMWA	
SFPUC	
VALLEY WATER	
ZONE 7	



243

# AGENDA ITEM 3:

## Topics for Next GM Meeting – June 26, 2023

244

## Appendix

### GM Feedback regarding Member Agency Board Briefing Strategies

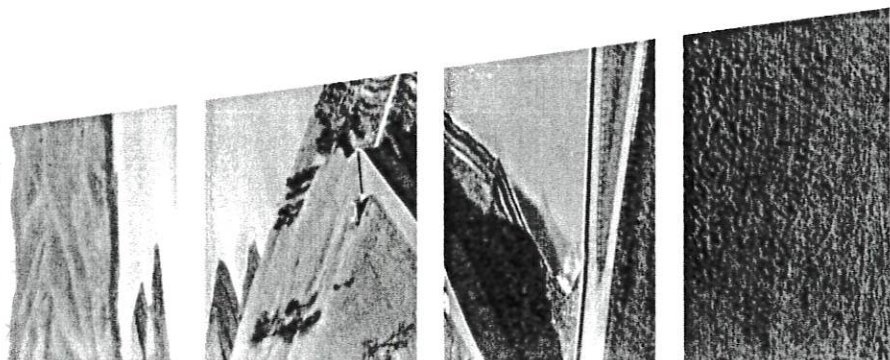
245

# Feedback regarding Member Board Meetings

## - CCWD

CCWD LVE Agreement Schedule

Agreement	Parties	CCWD Committee	CCWD Board Discussion and Info	CCWD Board Action
MPA No. 5	CCWD, Partners, JPA	O&E - May	May-23	Jun-23
DCA Term Sheet	CCWD, JPA	Complete	May-23	N/A
DCA	CCWD, JPA	O&E - July	Aug-23	Sep-23
Facility Usage Term Sheet	CCWD, JPA	O&E & FC - May	Jun-23	N/A
Facility Usage Agreement	CCWD, JPA	O&E - July, FC - August	Sep-23	Oct-23
O&M Agreement Term Sheet	CCWD, JPA	O&E - September	Oct-23	N/A
O&M Agreement	CCWD, JPA	O&E - November	Dec-23	Jan-24
EBMUD Backstop Agreement	CCWD, EBMUD, JPA	O&E - November	Dec-23	Jan-24
CAPBs (Emergency water, recreation, ecosystem)	JPA, CDFW, DWR	O&E - July, O&E September	Oct-23	N/A
CWC Final Funding Agreement	JPA, CWC	O&E - November	Nov-23	N/A
Service Agreement Term Sheet	CCWD, Partners, JPA	O&E & FC - May, FC - August, O&E September	Nov-23	N/A
Service Agreement (*contingent on all LVE project permitting approvals for construction and operations)	CCWD, Partners, JPA	O&E & FC - January 2024	February 2024 (hold March for another briefing if needed)	Apr-24



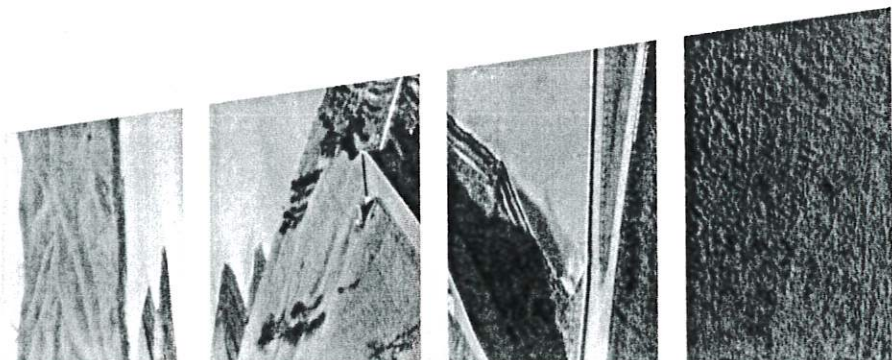
246

# Feedback regarding Member Board Meetings

## - EBMUD

Date	Board/Committee Meeting
April 2023	<ul style="list-style-type: none"> <li>April 25: Long-Term Water Supply Workshop No. 2</li> <li>LVE Revised Timeline</li> </ul>
May 2023	<ul style="list-style-type: none"> <li>May 9: Planning</li> <li>LVR Expansion Project Update and Multi-Party agreement (MPA) No. 5</li> <li>May 23: Finance/Admin</li> <li>LVE Funding (EBMUD, WIFIA, State/Federal, Interim Funding)</li> </ul>
June 2023	<ul style="list-style-type: none"> <li>June 13: Planning</li> <li>LVE Service Agreement Version 2</li> </ul>
July 2023	<ul style="list-style-type: none"> <li>July 11: Planning</li> <li>EBMUD and CCWD Agreements with LVE (Facility Usage Agreements, Design and Construction Agreement, O&amp;M Agreement)</li> <li>LVE Service Agreement Version 3</li> </ul>
August 2023	<ul style="list-style-type: none"> <li>August 8: Board Meeting</li> <li>Approve LVE MPA No. 5</li> </ul>
September 2023	<ul style="list-style-type: none"> <li>September 26: Finance/Admin</li> <li>LVE Funding (EBMUD, WIFIA, State/Federal, Interim Funding)</li> </ul>

Date	Board/Committee Meeting
October 2023	<ul style="list-style-type: none"> <li>October 10: Planning</li> <li>LVE-EBMUD Agreements Update (Facility Usage, Design and Construction, O&amp;M)</li> <li>CCWD-EBMUD LVE Backstop Agreement</li> <li>October 24: Finance/Admin</li> <li>CCWD-EBMUD LVE Backstop Agreement</li> </ul>
November 2023	<ul style="list-style-type: none"> <li>November 14: Planning</li> <li>LVE Contracts for Administration of Public Benefits</li> <li>November 28: Finance/Admin</li> <li>California Water Commission Final LVE Funding Agreement</li> <li>LVE Federal agreements</li> </ul>
December 2023	<ul style="list-style-type: none"> <li>December 12: Planning</li> <li>LVE Service Agreement Final Draft</li> <li>December 12: Board Meeting</li> <li>Approve LVE Backstop Agreement</li> </ul>
January 2024	<ul style="list-style-type: none"> <li>January 9: Planning</li> <li>LVR Expansion Project Update</li> </ul>
February 2024	<ul style="list-style-type: none"> <li>February 27: Long-Term Water Supply Workshop</li> <li>LVR Expansion Project Update</li> </ul>
March 2024	<ul style="list-style-type: none"> <li>March 12: Board Meeting</li> <li>Approve EBMUD-LVE Agreements (Facility Usage, Design and Construction, and O&amp;M)</li> </ul>
April 2024	<ul style="list-style-type: none"> <li>April 9: Board Meeting</li> <li>Approve LVE Service Agreement</li> </ul>



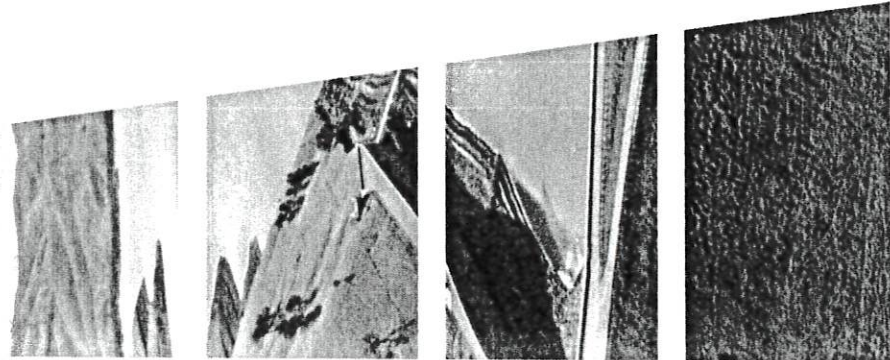
247



# Feedback regarding Member Board Meetings

## – ACWD

- i. April 26 Water Resources & Conservation Committee (can use info from GM Meeting No. 3):
  - 1. LVE Update
  - 2. Overall schedule
  - 3. Activities, and agreements underway (including sequence)
- ii. May 17 Board meeting:
  - 1. LVE Update (same/similar to above – with anything added from GM Meeting No. 4 at ACWA)
- iii. June 8 Board meeting:
  - 1. LVE Update – WOULD BE HELPFUL TO HAVE JPA REPRESENTATIVE(S) PRESENT SOME OF THIS
  - 2. Review of business case (based upon best available information)
  - 3. **Approval of Multiparty Agreement amendment**
- iv. September 27 Water Resources & Conservation Committee:
  - 1. Service agreement update (pending service agreement updated draft “Agreement Body”)
  - 2. Service Agreement cost allocation Schedules
  - 3. Update on business case (based on tentative agreement terms including cost allocations and likely facility usage)
  - 4. Update on pre-requisite agreements
  - 5. Update on permitting
- v. September 28 Integrated Resources Planning Workshop
  - 1. LVE Update (same/similar to above)
- vi. October 25 Water Resources & Conservation Committee:
  - 1. Service agreement update (current version of “Agreement Body” with cost allocations)
  - 2. Update on pre-requisite agreements
  - 3. Update on permitting
- vii. December 13 Water Resources & Conservation Committee:
  - 1. Service agreement update (current version of “Agreement Body” with cost allocations – should be final)
  - 2. Update on pre-requisite agreements
- viii. January 2024 Water Resources & Conservation Committee:
  - 1. Service agreement update (FINAL version of “Agreement Body” with cost allocations)
  - 2. Update on business case (based on final agreement terms including cost allocations and facility usage)
  - 3. Update on pre-requisite agreements
  - 4. Update on permitting
- ix. February 8, 2024 Board meeting:
  - 1. Update on pre-requisite agreements - WOULD BE HELPFUL TO HAVE JPA REPRESENTATIVE(S) PRESENT
  - 2. Update on permitting- WOULD BE HELPFUL TO HAVE JPA REPRESENTATIVE(S) PRESENT
  - 3. Update on business case (based on final agreement terms including cost allocations and facility usage)
  - 4. **Approval of Service Agreement (FINAL version of Agreement)**



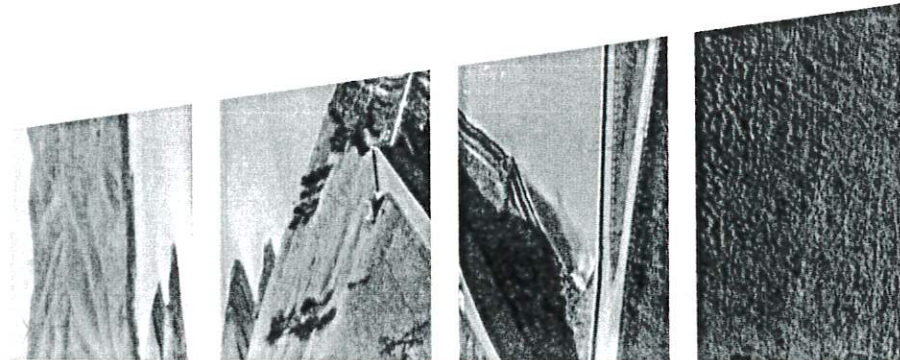
248

# Feedback regarding Member Board Meetings

## – Valley Water

Valley Water provides storage project updates through our Board Water Storage Exploratory Committee (WSEC). It's a standing committee but without a regular schedule (yet). I expect the WSEC will meet most, but not all months. Our Board and Committees will be dark in July.

- We plan to update WSEC on the Multi-Party agreement in May with a subsequent Board item to consider execution in June.
- Since the Service Agreement execution is planned in Spring 2024, we plan to target progress updates to the WSEC every other meeting in 2023.
- In addition to Service Agreement negotiations, our WSEC should be apprised of general project progress, negotiations on public benefits, discussions with USBR, amendment to access SWP facilities, JPA advocacy efforts, JPA administration, etc.
- While we're not parties to other supporting agreements (facility usage, design & construction, and O&M agreements) we'd want to update our WSEC on negotiations with CCWD and EBMUD, as appropriate.

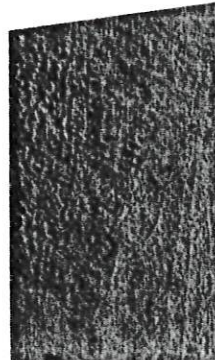
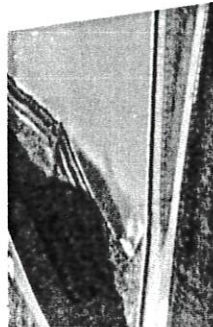
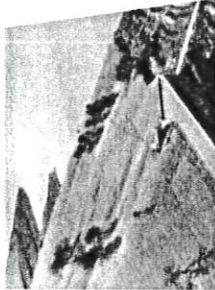
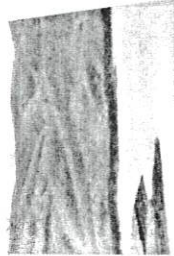


249

## Feedback regarding Member Board Meetings

### – BAWSCA

- Steve Richie and Nicole Sandkulla confirm that BAWSCA board is not necessary for the SFPUC Commission to act on a service agreement for LVE.
- Therefore, Steve Richie's identified "adoption" meetings are now reduced to 2 instead of the 4 he indicated as potentially necessary at the March GM meeting.



290

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# BF SISK RECLAMATION TECHNICAL MEETING

MAY 16, 2023 AT 9:00AM-2:00PM

## AGENDA

1. Ground Rules – Reclamation
  - a. Not a Negotiation – No Commitments
  - b. Share Technical Information to Inform Negotiations After Authority has been delegated to the Contracting Officer
2. Meeting Objectives – Authority
3. Introductions – Reclamation/Authority
4. Technical Discussion Items Overview
  - a. Investors
  - b. Reclamation
5. Identify Priority Topics – Authority
  - a. Allocation of Capacity and Cost Among Reclamation and Investors
  - b. Sources of Water Stored in Investor Capacity
  - c. Priority of Operations, if any, to Fill Expanded Capacity
6. Required Technical Information for Consideration – Reclamation/Authority
7. Support and Resources Available to Reclamation – Reclamation/Authority
8. Meeting Frequency and Timeline – Reclamation/Authority
9. Meeting Summary – Authority
10. Next Steps

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X. E.

2175 N. California Blvd, T 800.426.4262  
Ste. 315  
Walnut Creek, CA 94596  
www.woodardcurran.com

Via Electronic Mail

February 9, 2023



Anthea Hansen  
Del Puerto Water District  
PO Box 1596  
Patterson, CA 95363

Re: Proposal for Continued Support of North Valley Regional Recycled Water Program  
Patterson, California

Dear Anthea:

**BACKGROUND**

The North Valley Regional Recycled Water Program (NVRWP) is a solution to the region's water supply and reliability problems. The program provides a new source of water for agricultural customers in the Del Puerto Water District (DPWD or District), whose supplies have been severely impacted by drought and regulatory requirements which restrict pumping from the Delta.

The Cities of Turlock and Modesto provide treated recycled water to DPWD via a direct pipeline to the Delta-Mendota Canal. The District, in turn, distributes that water to the agricultural customers within its service area. In the future as much as 59,000 acre-feet per year could be available for use. Woodard & Curran has supported the District since the program's inception and continues to provide support to find additional supplies, maximize state and federal funding, and support operational or regulatory needs that arise now that the system is built and in operation.

**SCOPE OF SERVICES**

**Task - As Requested Support:**

Support ongoing efforts to increase flows to the NVRWP and to support efforts to maintain existing compliance with regulatory programs and other program commitments (e.g. advocacy letters, etc.). Schedule, prepare for, attend coordination calls with DPWD and with other project proponents, and prepare progress reports and invoicing documentation. This work will be as requested by the District on a time and materials basis up to the Agreement maximum and performed at the attached rates.

**SCHEDULE**

Schedule will be as requested with the initial intent for this Agreement to cover the time period from May 2022 to the start of the DPWD Fiscal Year 2024/25.

**BUDGET**

The proposed budget for completion of the work described herein is summarized as follows:

252



As Requested Support: .....\$15,000

**Total Budget.....\$15,000**

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and Del Puerto Water District. Template is attached.

**CLOSING**

We greatly appreciate this opportunity to offer our continued services to the District. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below, and sign the Professional Services Agreement, and return copies for our files. Please feel free to call the undersigned at 925-627-4167 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

*Carrie Del Boccio*

Carrie Del Boccio  
Project Manager / Vice-President

Attachments:

2023 Standard Rate Table ; Standard Professional Services Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

COMPANY NAME

*Carrie Del Boccio* 4/27/23  
Signature Date

Carrie Del Boccio

Name (printed)

Vice-President

Title

*Anthea C. Hansen* 4/27/23  
Signature Date

Signature

Date

Anthea C. Hansen

Name (printed)

General Manager

Title

*253*





**MASTER PROFESSIONAL SERVICES AGREEMENT  
STANDARD TERMS & CONDITIONS**

The following Standard Terms and Conditions, together with the attached scope of services dated **February 27, 2023** (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between **Woodard & Curran, Inc.** (referred to herein as "Consultant"), with an address of **2175 N. California Blvd, Suite 315, Walnut Creek, CA 94596**, and **DEL PUERTO WATER DISTRICT** ("Client"), with an address of **PO Box 1596, Patterson, CA 95363**, with respect to the performance of the Services and any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

**1. The Services. Consultant shall perform the Services described in the attached proposal.**

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

**2. Consultant's Responsibilities**

2.1 Consultant shall be responsible for the following:

- 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
- 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
- 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
- 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
- 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
- 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

**3. Client's Responsibilities**

3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:

- 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and



define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

#### 4. Subcontracts

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, subconsultants, or third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

#### 5. Billing and Payment

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

5.3.3 renderings and models requested by the Client;

255

- 5.3.4 expense of overtime work requiring higher than regular rates;
  - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
  - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
  - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
  - 5.3.8 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
  - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

## 6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

## 7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

## 8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

## 9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

## 10. Delays/Force Majeure

- 10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been

reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

#### **11. Estimates of Opinions of Cost**

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

#### **12. Notice**

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

#### **13. Dispute Resolution**

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

#### **14. Termination**

14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after

termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

#### 15. Health and Safety

15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.

15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

#### 16. Construction Contract Responsibilities

16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:

16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines, penalties and expenses, including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance

with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

## 17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services

or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

## 18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

## 19. Miscellaneous

- 19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.
- 19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.
- 19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.
- 19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.
- 19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.
- 19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:
- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
  - b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.





(Signatures on next page)

267



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

**CONSULTANT:**

**WOODARD & CURRAN, INC.**

By: Carrie Del Boccio

Printed: **Carrie Del Boccio**

Title: **Vice President**

Thereunto duly authorized

Date: **February 27, 2023**

**CLIENT:**

**DEL PUERTO WATER DISTRICT**

By: Anthony G. Henson

Printed: Anthony G. Henson

Title: **General Manager**

Thereunto duly authorized

Date: 4/27/23

X E .

**Anthea Hansen**

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**From:** Anthea Hansen  
**Sent:** Monday, May 15, 2023 8:28 AM  
**To:** Mallory, Teresa@CNRA  
**Cc:** Ellen Wehr; Rick Ortega  
**Subject:** 12.31.22 CVPIA Grant Annual Report  
**Attachments:** 12 31 22 CVPIA GRANT ANNUAL REPORT.pdf

Hello Teresa,

Attached please find the Annual Report for CVPIA Grant Program Agreement No. CV1104-0. Please do not hesitate to contact me if you have any questions about this report.

Sincerely,  
Anthea

*Anthea G. Hansen*  
General Manager  
Del Puerto Water District  
PH 209-892-4470/FAX 209-892-4469

264

**Annual Report for the Period Ending December 31, 2022**

**DEL PUERTO WATER DISTRICT  
NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM REFUGE WATER ACQUISITION  
CVPIA Grant Program Agreement Number CV1104-0**

**Project Scope:** Project to measurably increase or make more reliable CVPIA Incremental Level 4 ("IL4") water deliveries by acquiring water produced by the North Valley Regional Recycled Water Program ("Program") for the benefit of the U. S. Bureau of Reclamation CVPIA Refuge Water Supply Program ("RWSP") for delivery to CVPIA wildlife refuges south of the Sacramento-San Joaquin Delta (SOD Refuges). Grant funds totaling \$3,600,000 will fund O&M costs related to the RWSP's separate \$25 million acquisition of Program Water (the "RWSP Acquisition") beginning in Water Year 2019 and continuing each year until the \$3,600,000 has been exhausted. Grant funds totaling approximately \$23,095,480 will purchase from Grantee no less than 90,500 acre-feet of Program Water, to be delivered at the rate of no less than 6,120 acre-feet per year, and will also fund associated Program O&M Costs. These grant funds will acquire Program Water after the "RWSP Acquisition" is fully delivered (estimated to be in Water Year 2036).

Costs for RWSP Acquisition						
Item			Total*	PAYEE	PAYEE	
Year 4 - Jan 1, 2022 through Dec 31, 2022				Prop 1	USBR	
Base Water Cost	6,811	AF	\$119.23	\$812,075.53	\$812,075.53	
O&M	6,811	AF	\$46.55	\$317,052.05	\$317,052.05	
<b>Annual Total</b>			\$165.78	\$1,129,127.58	\$317,052.05	

O&M Costs for RWSP Acquisition Paid by CVPIA Grant		
	CVPIA Grant Funds Awarded	\$ 3,600,000.00
Year 1 - 2019	Prop 1 Program O&M	\$ (315,599.50)
Year 2 - 2020	Prop 1 Program O&M	\$ (198,870.09)
Year 3 - 2021	Prop 1 Program O&M	\$ (337,264.00)
Year 4 - 2022	Prop 1 Program O&M	\$ (317,052.05)
	Balance of Unexpended Funds Remaining	\$ 2,431,214.36

Base Costs for RWSP Acquisition Paid by CVPIA Grant		
	CVPIA Grant Funds Awarded	\$ 23,095,480.00
Year 1 - 2019	Prop 1 Program Base Costs	\$ -
Year 2 - 2020	Prop 1 Program Base Costs	\$ -
Year 3 - 2021	Prop 1 Program Base Costs	\$ -
Year 4 - 2022	Prop 1 Program Base Costs	\$ -
	Balance of Unexpended Funds Remaining	\$ 23,095,480.00

265

Calendar Year 2022 Interest Earnings:

\$351,115.27

Fund Balance as of December 31, 2022:

FIDUCIARY FUND #3 - CNRA/RWSP	
Cash & Cash Equivalents	\$ 6,063.95
Investments	\$ 25,056,712.43
Investment Interest Receivable	\$ 89,533.00
Total Assets	\$ 25,152,309.38
Payable to DPWD for Year 4	\$ 317,052.05
Deferred Interest Income	\$ 208,814.52
CNRA RWSP Grant	\$ 24,626,442.81
Total Liabilities & Net Position	\$ 25,152,309.38

Submitted By:

*Anthea G. Hansen*

Anthea G. Hansen  
Recipient Project Manager

Date:

*5/15/23*

*264*

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